

MUTUAL PROPOSAL

August 28, 2017

MEMORANDUM OF UNDERSTANDING

Implementation of the Student Success Act for the ~~2015-2016 and 2016-2017~~ 2017-2018 School Years

The Board and the Union have agreed to the following in an effort to comply with the Student Success Act passed by the Florida Legislature during the 2011 legislative session. This memorandum will supersede sections of the current collective bargaining agreement, where indicated, to comply with the Student Success Act. During the 2017-2018 school year, the Board and Union agree to continue improving the teacher evaluation system to provide greater emphasis on professional coaching and growth, with expected implementation in 2018-2019.

A. Definitions

1. The term state assessment shall refer to any standardized state-approved assessment for a given course or subject.
2. The term district assessment shall refer to any District-created and/or adopted assessment for a given course or subject.
3. The term alternative assessment shall refer to assessments other than state assessments or district assessments described above. The Board and the Union agree that they will continue discussions throughout the ~~2015-2016 and 2016-2017~~ 2017-2018 school year regarding the use of such alternative assessments.
4. The term value added model shall refer to any formulae adopted by the state for the purpose of measuring student learning growth for summative evaluation purposes.
5. The term student performance measure (or metric) shall refer to the percentage of students meeting or exceeding the expectations established by a state-approved value added model formula(e), state assessment standards, or District-approved assessment/instrument unless otherwise specified.
6. The term three years of data shall refer to the current year plus the two immediately preceding school years of student growth measures.
7. The term teacher observation instruments shall refer to the forms and rubrics developed by Dr. Robert Marzano and adopted and/or modified by the District for teacher evaluation purposes. These Marzano forms include the following:
 - a. Rubrics – Lesson Segments Involving Routine Events (5 components)
 - b. Rubrics – Lesson Segments Addressing Content (18 components)
 - c. Rubrics – Lesson Segments Enacted on the Spot (18 components)
 - d. ~~Rubrics – Planning and Preparing (8 components)~~
 - d.e. Rubrics – Reflecting on Teaching (5 components)
 - e. ~~Rubrics – Collegiality and Professionalism (6 components)~~
 - f. ~~Planning Conference – Structured Interview form (Pre-Conference)~~
 - g. ~~Reflection Conference – Structured Interview form (Post-Conference)~~
8. The term nonclassroom teacher observation instruments shall refer to the forms and rubrics developed by the District and the Florida Department of Education and adopted and/or modified by the District for teacher evaluation purposes or to the Marzano Causal Evaluation Model.
9. ~~The term formal/announced observation shall refer to extended classroom visits by administrators to document a teacher's use of the classroom behaviors and strategies identified on the classroom and nonclassroom teacher observation instruments, as well as to assess a teacher's progress towards his/her Deliberate Practice goal(s). For the purpose of conducting a pre-conference, teachers will be given a one week window during which the formal/announced observation will be held.~~
10. ~~The term formal/announced observation cycle shall refer to the pre-observation conference, the formal observation and the post-observation conference. The pre and post-observation conferences are an integral part of the formal observation cycle, however only completion of the post-observation conference shall be required in the electronic observation platform.~~
- 9.11. The term ~~informal/unannounced observation~~ classroom visit shall refer to unannounced classroom visits by administrators to document a teacher's use of the classroom behaviors and strategies identified on the

teacher and nonclassroom observation instruments, as well as to monitor a teacher's progress towards his/her Deliberate Practice goal(s). ~~Such visits will generally be for the length of a lesson, not to exceed 50 minutes.~~ Feedback will be provided to the teacher through the electronic observation platform and will be additional data points in the observation cycle.

~~10.12:~~The term scorable element shall refer to a classroom behavior or strategy that was used, or should have been used, by a teacher during an observed lesson.

~~11.13:~~The term electronic observation platform shall refer to the online instructional and leadership improvement system that the District has acquired to provide a technological platform for the new teacher evaluation system.

B. Summative Evaluation Components

The teacher evaluation system shall consist of three (3) components:

1. Status Score –The Status Score is generated through administrative observation using the classroom or nonclassroom observation instruments for Domain One. Domains One (60%), Two (30%), and Four (10%) shall be weighted within this component.
2. Student Performance Measure Score –The Student Performance Measure Score for the State's Value Added Model (VAM) represents the percentage of students who meet or exceed the learning goal established by the appropriate assessment/instrument unless otherwise specified in Florida Statutes or State Board of Education rules.
3. Deliberate Practice Score – This component will be additive and represents points that will be added to the teacher's Status Score prior to it being averaged with the Student Performance Measure Score for the final summative evaluation score. Deliberate Practice score is generated through administrative observation of one (1) Domain 1 element that the teacher and observing administrator select as a targeted element of instructional practice focus. Deliberate Practice will be scored in Domain Three with twenty percent (20%) ~~fifteen percent (15%)~~ of the total score earned for this Domain being the additive points. Teachers design a Deliberate Practice Plan for continuous improvement and analyze progress on professional development activities, including those related to the Deliberate Practice Plan.

C. Instructional Practices Score

The District has selected the state approved Marzano Causal Teacher Evaluation Model, including Domains One, ~~Two, and Four,~~ for the purposes of evaluating the quality of teachers' instructional practices and the Florida Department of Education model for some nonclassroom teachers. The District shall utilize the teacher observation instruments provided as part of these models. The Instructional Practices Score will be comprised of the Status Score plus the Deliberate Practice Score.

D. Administrative Observations

1. ~~Observations will include informal/unannounced and formal/announced observations. Regardless of the type of observation, it~~ Not all administrative classroom visits will result in feedback. Data collected for the purposes of evaluation will have feedback entered into the electronic observation platform as close to the observation date as possible, but no later than ten (10) work days, to provide current and reliable feedback to teachers. Teachers will receive at least one formal/announced observation in the first semester of the year and at least one informal/unannounced observations in the second semester of the year. Should an administrator attempt an unannounced, informal observation a classroom visit on a day or class period that the teacher believes will result in a less than Effective rating, the administrator and teacher will agree to conduct the observation classroom visit at another time, for one occasion only, unless a scheduling conflict precludes this option.
2. For the purposes of evaluating Domain 1, data for scoring will come from a series of classroom visits over time teachers will have their observations individually rated and then averaged to determine the final Domain 1 score. Post conferences may be requested by administrator or teacher following any classroom visit. Teachers will have at least two visits with feedback prior to an administrator request to finalize scores. At such time, the teacher may choose to leave the observation open for additional classroom visits in order to collect additional data points. If Deliberate Practice has not been sufficiently observed during the classroom visits observations, the teacher will provide to the administrator a window of time (i.e. a week) during which an informal/unannounced observation additional classroom visits will take place for the purposes of capturing data for the teacher in this element.
3. Teachers working less than half the year plus one day, either due to late hire or approved leave, will receive an informal/unannounced observation classroom visits solely for the purpose of providing exposure to the observation system and formative feedback.

4. ~~Teachers will be given a one-week window during which the formal/announced observation will be held at which time a teacher may request a pre-conference. All summative teacher observations and feedback meetings for Domain 1 will be completed no later than the last school day of April. The administrator will enter into the electronic observation platform a mid-year status for Domains 2, 3, and 4 no later than the end of first week of Semester Two in order to provide feedback to teachers. This will be a progress monitoring tool only. All observations classroom visits and feedback meetings for the Instructional Practices Score will be completed no later than the end of the third quarter, three weeks prior to the end of the school year. By mutual consent, the Domain 1 observation may be finalized earlier.~~ Should the administrator responsible for providing the assessment not meet the date designated for the completion of the assessment, the administrator will inform the teacher of the reason for the delay.

E. Notification of the Evaluation Process and Performance Deficiencies.

1. The timelines for explaining and discussing the evaluation process specified in Article VII, Section H shall be held in abeyance.
2. All teachers will receive continued development in the Marzano Causal Teacher Evaluation Model including embedded professional development. Information regarding the Marzano Causal Teacher Evaluation model will also be available on the Office for Professional Development and School Supports myPGS Website.
3. The observation cycle has been designed to incorporate the elements of the NEAT process into the post-observation conference and reflection process. In the event that a principal determines that a teacher is performing at an "Unsatisfactory" or "Developing/Needs Improvement" level, the procedures outlined in Article VII, Section H-6 shall be implemented to the extent they are not included or already covered by the formal observation cycle. Teachers are entitled to Union representation in meetings scheduled outside of the formal evaluation/observation cycle to discuss the teacher's performance.

F. Student Performance Measure Score

Where less than three (3) years of data are available for teachers new to the District, the data that are available will be used.

G. Scoring of the Summative Evaluation

The District will use the state identified rating labels of "Highly Effective," "Effective," "Developing/Needs Improvement," and "Unsatisfactory." The District's adoption of the Marzano Causal Teacher Evaluation Model incorporates rubrics, weighting scales, and a scoring system to define and decide a teacher's summative evaluation rating. The following scoring system will be utilized for all teachers:

1. Status Score Component ~~(65% of the overall summative score)~~

Teachers will receive a numeric score ranging from 1 to 4, with 4 representing "Highly Effective" and 1 representing "Unsatisfactory" ~~for each based on the elements rated in Domain One. An average of the weighted scores for Domains 1, 2, and 4 and will be designated as follows: serve as the Status Score.~~

~~For Domain 1 (60.65% of the Status Score):~~

- a. "Highly Effective" – ~~All requirements for Effective~~ At least 60% of scorable elements at Level 3 (Applying) or higher and no scorable elements at Levels 0 and/or 1 (Not Using and/or Beginning) and at least one (1) 15% of scorable elements in Domain One at Level 4 (Innovating) in 2015-2016, and 25% in 2016-2017.
- b. "Effective" – At least 60% of scorable elements at Level 3 (Applying) or higher
- c. "Developing/Needs Improvement" – Less than 60% of scorable elements at Level 3 (Applying) or higher and less than 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).
- d. "Unsatisfactory" – At least 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).

~~For Domain 2 (30% of the Status Score) and Domain 4 (10% of the Status Score):~~

- a. "Highly Effective" – ~~At least 65% of scorable elements at Level 3 (Applying) and no scorable elements at Levels 0 and/or 1 (Not Using and/or Beginning),~~
- b. "Effective" – ~~At least 60% of scorable elements at Level 3 (Applying) or higher.~~
- e. "Developing/Needs Improvement" – ~~Less than 60% of scorable elements at Level 3 (Applying) or higher and less than 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).~~
- d. "Unsatisfactory" – ~~At least 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).~~

2. Student Performance Component ~~(35% of the overall summative score)~~

The Student Performance Component will be implemented as it was in the 2016-2017 school year. The parties agree to meet to review and discuss concerns regarding the application of any new measures

introduced in the 2017-2018 school year.

~~The following will be used where a value-added model is available and as appropriate, unless state statute or state board rule specifies otherwise. For other instruments an appropriate classification will be determined to best reflect student performance measure attributed to the teacher.~~

- ~~1. "Highly Effective" — At least 75% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period.~~
 - ~~2. "Effective" — At least 40% but less than 75% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period.~~
 - ~~3. "Developing/Needs Improvement" — At least 20% but less than 40% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period.~~
 - ~~4. "Unsatisfactory" — Less than 20% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period.~~
3. Deliberate Practice Score (Additional points added to the Status Score)

The level at which a teacher attains his or her goal on the Domain 1 element will be given a numeric score ranging from 1 to 4, with 4 representing "Highly Effective" and 1 representing "Unsatisfactory." This number will be calculated as part of the average for Domain Three which will serve as the Deliberate Practice Score.

- a. "Highly Effective" — When a teacher improves three (3) levels on his/her target Deliberate Practice element(s), or when a teacher improves from "Applying" to "Innovating" on his/her target Deliberate Practice element(s).
- b. "Effective" — When a teacher improves two (2) levels on his/her target Deliberate Practice element(s), or when a teacher improves from "Developing" to "Applying" on his/her target Deliberate Practice element(s).
- c. "Developing/Needs Improvement" — When a teacher improves one (1) level on his/her target Deliberate Practices element(s).
- d. "Unsatisfactory" — When a teacher does not improve on his/her target Deliberate Practice element(s).

4. Final Score Calculation

- a. Teachers will receive numeric scores ranging from 1 to 4, with 4 representing "Highly Effective" and 1 representing "Unsatisfactory" for the Status Score, Student Performance Measure, and Deliberate Practice components.
 - b. A teacher's Deliberate Practice Score will be multiplied by twenty percent (20%) ~~fifteen percent (15%)~~ and added to the teacher's Status Score to form the Teacher's Instructional Practices Score.
 - c. The Instructional Practices Score (weighted at 65%) and Student Performance Measure Score (weighted at 35%) will be averaged together to provide the final summative evaluation score.
 - d. Final scores between 3.5 and 4.0 will represent "Highly Effective;" final scores between 2.5 and 3.4 will represent "Effective;" final scores between 1.5 and 2.4 will represent "Developing/Needs Improvement;" and a final score of less than 1.5 will represent "Unsatisfactory."
5. Once the final summative score and ratings are calculated, an administrator will arrange to meet with the teacher to discuss the teacher's overall summative evaluation score for the school year. Any teacher receiving a summative evaluation rating of "Unsatisfactory," or any teacher receiving his/her second consecutive summative rating of "Unsatisfactory" or "Developing/Needs Improvement" will be entitled to union representation during this summative evaluation conference, and will also be provided the opportunity to participate in the Teacher Assistance Team.

H. Teacher Contracts and Impact of the Summative Evaluation of Teachers' Contractual Status

Effective July 1, 2011, the procedure for awarding employment contracts to teachers was amended as defined by Florida Statutes. Should any language in the Instructional Master Contract regarding employment contracts be contrary to Florida Statutes, Florida Statutes shall prevail.

I. Reduction in Force

1. Should the District need to reduce the number of teachers in the District, ~~prior to the completion of the summative evaluations for the 2013-2014 school year,~~ the provisions of Article VII, Section G shall apply with the following modifications:
 - a. Any required reductions will first be based upon teacher's previous school year's evaluations.
 - b. Those teachers with an "Unsatisfactory" rating or who are on performance probation in accordance with Florida Statute 1012.34 shall be reduced first.

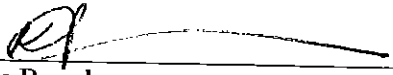
- c. If additional reductions are required, the provisions of Article VII, Section G shall apply.
2. After the completion of the summative evaluations for the previous school year, any required reductions will first be based upon teachers' most recent final summative evaluation rating. Teachers rated as "Unsatisfactory" shall be reduced first, teachers rated as "Developing/Needs Improvement" within the area of assignment being reduced shall be reduced next, teachers rated as "Effective" within the area of assignment being reduced shall be reduced third, and teachers rated as "Highly Effective" within the area of assignment being reduced shall be reduced last. The order of reduction within a given performance level shall be determined in accordance with Article VII, Section G.

J. Evaluation Review and Monitoring

1. The Board and the Union agree to establish a Teacher Evaluation System Sub-Committee to be comprised of members mutually agreed upon by the Superintendent and President of USEP. This committee will be convened as needed to review the implementation of the teacher evaluation system, to monitor the results of the evaluation process, the electronic observation platform, and to make recommendations for ways to modify the teacher evaluation system for compliance with applicable laws, grant requirements, and best practices.
2. The Board and the Union have reserved the right with the Florida Department of Education to amend the teacher evaluation process within the guidelines established by applicable laws, grant requirements, and the applicable collective bargaining agreement.

K. Conformity to Law and the Instructional Master Contract

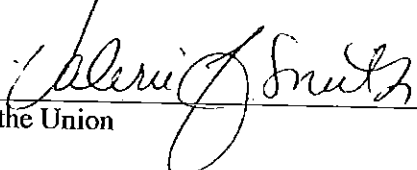
Nothing contained herein shall be construed to deny teachers of any rights conferred by the Instructional Master Contract with the exception of the provisions contained within this Memorandum of Understanding and/or the state-approved Teacher Evaluation Plan submitted to the Florida Department of Education as agreed to by both parties. Should any provision of this Memorandum of Understanding or the statutes serving as its foundation be found to be contrary to law, the provisions of Article XII, Section A shall apply.



For the Board

8/28/17

Date



For the Union

8/28/17

Date