

**THE SCHOOL BOARD OF POLK COUNTY, FLORIDA and the  
POLK EDUCATION ASSOCIATION, INC.**

**TEACHER**

**COLLECTIVE**

**BARGAINING**

**AGREEMENT**

**2011-2014**

**Amended April 10, 2012**

**2011-2014 TEACHER COLLECTIVE BARGAINING AGREEMENT  
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## **PREAMBLE**

THIS CONTRACT, made and entered into by and between **THE SCHOOL BOARD OF POLK COUNTY, FLORIDA**, hereinafter referred to as the "BOARD," and **POLK EDUCATION ASSOCIATION, INC.** (an affiliate of the Florida Education Association, the National Education Association, and the American Federation of Teachers), as representative of the teaching personnel employed by the School Board of Polk County, Florida and included in the bargaining unit certified by the Public Employees Relations Commission, hereinafter referred to as the "ASSOCIATION,"

### **WITNESSETH:**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of the Polk County Public School System is their mutual aim, and that such quality education should, in most cases, include teachers and Association involvement in formulating policies and programs, and

**WHEREAS**, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, including disciplinary action, subject to the provisions of this agreement in dealing with instructional personnel, and

**WHEREAS**, the Board and the Association have agreed to negotiate in good faith with respect to the determination of all terms and conditions of employment, and now, having reached agreement on same, desire to execute this contract covering such agreement, and

**WHEREAS**, the parties, following extensive and deliberate negotiations, have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I - EMPLOYEES REPRESENTED

The Board recognizes the Association as the exclusive bargaining representative for the following unit of employees whether under contract, on leave, employed or to be employed by the district, all as included in the certification instrument Case No. 8H-RA-754-1092, issued by the Florida Public Employees Relations Commission on the 27th day of June, 1975: Amended 22nd day of August, 1983.

### **Classroom teachers including:**

Band Directors	Primary Resource Teachers
Certified Tutorial	Psychologists
Compensatory	ROTC Instructors
Consultants (certified Rank III or above)	Social Workers, including Visiting Teacher/Social Workers, 94/142 Social Worker, County-wide Social Worker
Deans	PSOC Social Worker
Earn & Learn	Speakers of Non-Standard English Program
Guidance Counselors, including Occupational Specialists, Elementary, Secondary Counselors, and Reading Teachers	Specialists (Certified Rank III or above)
Health Educators	Student Activities Teachers
Homebound	Visiting Teachers
Librarians, including Central Process Librarian, all media persons (certified Rank III or above)	Vocal Directors
Migrant Early Childhood	Vocational Education Teachers
	Work Experience
	Registered Nurse Specialist/ Trainers of Prevention and Resource Specialists/Trainers Of Health Services
	Rehabilitation Nurses

### **Special Education teachers including:**

Autistic	Socially Maladjusted
Deaf Education	Specific Learning Disabilities
Diagnostic Classroom Teacher	Speech/Language Diagnosticians
Educable Mentally Handicapped	Speech Therapist/Clinicians
Emotionally Disturbed	Staffing Specialist
Gifted Specialist	Trainable Mentally Handicapped
Physical Education - Exceptional	Visually Handicapped
Physically Handicapped	

Such representation shall exclude Superintendent, Assistant Superintendents, Director of Employee Relations, Principals, Assistant Principals, County Coordinators, Vocational Technical Center Directors, Vocational Technical Center Assistant Directors, Vocational Technical Center Coordinators of Evening Programs, County Supervisors, County Directors, Deputy Superintendents, Area Assistant Superintendents, Administrative Assistants. Any new managerial positions created shall also be excluded.

The term "teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining unit. Any new instructional non-managerial or non-supervisory positions created by the Board shall be considered as part of the bargaining unit.

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**2.1 Annual Negotiations:** Negotiations will be conducted each year according to the ground rules as mutually agreed upon prior to negotiations. Ground Rules (see Appendix G) used at the previous year's sessions will serve as the basis for discussing any changes before adopting ground rules for the current negotiating sessions. Such ground rules mutually agreed upon shall assist in the orderly process for negotiations.

**2.2 Beginning Date:** Both parties agree that negotiations for a new contract shall commence no later than 30 days after ratification of the current collective bargaining agreement in a good faith effort to reach a contract. The Association agrees to give the Board notice of intent to negotiate a contract a minimum of sixty (60) days prior to the expiration of the contract in force at the time and also notify Public Employees Relations Commission in writing of this intent.

**2.3 Power and Authority of Representatives:** The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

**2.4 Mediation/Special Master Costs:** Any cost incurred through mediation or special master will be shared equally by the Board and the Association. The expense of consultants shall be borne by the party requesting them.

**2.5 Regular Meetings During Term of Contract:** The Board and Association negotiating teams will meet together each month during the regular school year on a regularly set day and time for the purpose of reviewing the administration of this agreement and to resolve problems that arise there from. These meetings are not intended to bypass the grievance procedure. Further, each party shall submit to the other prior to the meeting an agenda covering what they wish to discuss. **The Board and Association negotiating teams will meet to bargain over any affected section of the Contract if the amendments to Florida Statute 1012, which were enacted in 2011 by the passage of Senate Bill 736, are subsequently overturned or modified by a Court of competent jurisdiction or the Florida Legislature.**

**2.6 Amending This Contract:** Any matter not specifically covered by this contract but of concern for one or both of the parties may be brought up for negotiations during the contract period if both parties agree that its consideration is necessary and desirable. When such a meeting results in a mutually acceptable amendment to this agreement, the amendment shall be subject to ratification by the Board and the Association, the same as is the agreement.

## **ARTICLE III - SCHOOL CALENDAR**

**3.1** The Board agrees that the Association may name at least four (4) members to the Superintendent's Calendar Committee for the duration of this agreement.

**3.2** The Board agrees to provide the teachers with six (6) paid holidays per school year for the duration of this agreement.

**3.3** Non-student contact days for teachers shall be designated as six (6) Work Days and (4) Staff Development Days. Work Days shall be available for teachers to use as Planning (Article 6.3) except that the principal may schedule and hold a Faculty Meeting (Article 6.5-1) of not more than 90 minutes during the day. Staff Development Days may be used as described in Article 6.5 In-service/Faculty Meetings.

**3.4** The Board shall include at least ten (10) early release days distributed throughout the school year. Students shall be released 60 minutes early to provide teachers sixty (60) minutes of planning time in addition to the three hundred (300) minutes per week described in sections 6.3 through 6.3-4 of the contract. The additional sixty (60) minutes of planning time for up to three (3) of these early release days may be designated for staff development. All remaining time shall be used by the employee for self-directed planning activities. This provision will be implemented for the 2010-2011 school year.

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##### Definitions:

*Continuing Contract (CC): a contract issued to a teacher prior to July 1, 1984 allowing the teacher to continue in that position or a similar position on the salary schedule authorized by the School Board without the necessity for annual reappointment until such time the position is discontinued, the person resigns, his/her contract status is changed, or the teacher is terminated in accordance with Florida Statute.*

*Professional Service Contract (PSC): a contract issued to a teacher prior to July 1, 2011 that renews each year until such time as the person resigns, his/her contract status is changed, or the teacher is terminated in accordance with Florida Statute.*

*Annual Contract (AC): a contract issued to a non-probationary teacher for one year which may be renewed annually in accordance with the provisions of this collective bargaining agreement and state statute.*

*Probationary Contract (PC): a contract issued to a teacher during the initial year of employment in Polk County Public Schools where the teacher may be dismissed without cause or may resign without breach of contract. An employee may only be issued one Probationary Contract unless the employee was rehired after a break in service for which an authorized leave of absence was not granted. A Probationary Contract shall initially be awarded regardless of previous employment in another school district or state.*

*Just Cause: fair and reasonable basis for disciplinary action up to and including termination, as defined in applicable Florida Statutes specific to the contract under which the employee is employed.*

*Moral Turpitude: gross violation of standards of moral conduct, vileness. An act involving moral turpitude is considered intentionally evil, making the act a crime.*

**4.1 Right to Organize:** Teachers shall have the right to self-organization for mutual protection, to form, join or assist the organization or refrain from such activity, and to bargain collectively through representatives of their own choosing.

**4.2 Non Denial of Rights:** The Board agrees that nothing contained herein shall be construed to deny to any teacher all rights as guaranteed by the laws and Constitution of the State of Florida and the United States.

**4.2-1 County-wide Election Days:** To encourage all employees to participate in local, state, and national elections, the Board agrees that no events should be scheduled outside the regular employee duty day on all County-wide Election Days.

**4.3 Non Discrimination:** The provisions of this agreement shall be applied without regard to race, creed, color, religion, national origin, age, gender, or marital status.

**4.3-1** Teachers shall not be subject to discriminatory treatment.

**4.3-2** Teachers shall not be subject to retaliation as a result of exercising any rights under this agreement.

**4.4 Just Cause:** No teacher will be disciplined, reprimanded, suspended, terminated or otherwise deprived of fringe benefits or contractual rights during the term of his/her contract without just cause. No teacher shall be demoted from continuing contract/professional service contract to Annual Contract nor be deprived of his/her contractual salary for the remainder of the contract year without just cause. No teacher will be relieved from a supplemental position during the term of that supplemental contract without just cause. Refer to 14.4-1 for discipline concerning supplemental positions. Any teacher terminated during the term of his/her contract shall be entitled to a fair hearing based on due process.

**4.4-1** Progressive discipline shall be followed, except in cases where the course of conduct or the severity of the offense justifies otherwise. Unusual circumstances may justify suspension with pay. Progressive discipline shall be administered in the following steps: (1) verbal warning in a conference with the teacher. (A written confirmation of a verbal warning is not a written reprimand); (2) dated written reprimand following a conference; (3) suspension without pay for up to five days by the Superintendent and (4) termination. "Letters of Concern" are not a form of discipline.

**4.4-2** This section shall not apply **during a probationary period when the employee** may be terminated without cause, or the employee may resign without breach of contract in accordance with Florida Statutes.

**4.4-3** A teacher shall have the right to have present a member representative of the Association and/or the Association staff during any disciplinary or investigatory conference with said teacher conducted by the principal or other designated County school official regarding the teacher's infraction of rules or delinquency in the performance of his/her professional duties. Teachers shall be notified twenty-four (24) hours in advance of such conferences when possible. When the teacher requests such representation, no disciplinary action shall be taken until representation is present. If a teacher is called upon to assist in an investigation of a principal/immediate supervisor, which was initiated by administration, that teacher shall have the right to Association representation including staff.

**4.5 Reports in Personnel File:** Personnel files shall be maintained in accordance with Florida Statute 1012.31. Each teacher shall receive a copy of all evaluative, reprimanding, disciplinary, complimentary, and derogatory reports to be placed in his/her personnel files at the school/department or district office. These reports shall be delivered in person, and the teacher shall sign to acknowledge receipt of them. Each teacher shall have the right to answer in writing to all evaluative, reprimanding, disciplinary, complimentary and derogatory reports. These answers shall be delivered in person and the immediate supervisor shall sign to acknowledge receipt of them. The responses then will be placed in the teacher's personnel file. The teacher and/or the Association, upon written authorization from the teacher, may review and reproduce the contents, at his/her expense, or any of same. The review shall be made in the presence of the administrator or his/her designee, responsible for the safekeeping of such file. The teacher may challenge, through the established grievance procedure, the maintenance of any document therein. At the written request of a teacher, any report in a teacher's personnel file (school/department or district office) excluding assessments or observations, that may be considered or construed by the teacher and/or Association to be reprimanding, disciplinary or derogatory will be placed in an envelope and labeled "not relevant for



disciplinary purposes" and returned to the personnel file. This would be done only after three consecutive years of no serious reprimands or problems on record.

**4.5-1** Any record of disciplinary action or derogatory report which has been in the file longer than three years, or any reference in the file to an incident that occurred more than three years ago, may not be used as evidence or testimony against a teacher. Cases of disciplinary action which was the result of moral turpitude or a pattern of allegations of child endangerment that results in disciplinary action by the district or professional practice services are exempted from the three year moratorium.

**4.5-2** In the event of a current, on-going criminal investigation, a public criminal history may be obtained and used in determining possible disciplinary action.

**4.5-3** Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents. No anonymous letter or anonymous materials shall be placed in the personnel file. An employee has the right to answer in writing any such materials and the answer shall be attached to the file copy.

**4.5-4** Except for items that are by law exempt, all material placed in the teacher's personnel file shall be available to the teacher at his/her request for inspection.

**4.5-5** There shall be a single point of contact in the Human Resource Services Division for an employee or the Association to review the personnel file as defined in FL Statute. Furthermore, it is agreed that the school/worksites shall send those materials noted in 4.5-3 to the Human Resource Services Division for placement in said personnel file.

**4.5-6** When statements are made against a teacher no written copies or related materials will be placed in the teacher's individual file nor any disciplinary action taken against a teacher until the teacher is made aware of the person who is making the accusation, the matter is discussed with the teacher, and the teacher has received a copy. If the principal/administrator finds that the statements or accusations are false, no record shall be maintained. Before disciplinary action is taken, the teacher shall be made aware of the person who is making the accusation and that teacher, at the discretion of the principal, shall be given opportunity to confront the accuser.

**4.5-7** A memorandum will be distributed annually from the Human Resource Services Division to all administrators reviewing the expectations for personnel records set forth in Article 4.5.

**4.6 District Curriculum and Textbook Committees:** Recommendations of curriculum and textbooks for the district shall be made by committees appointed by the Superintendent or his/her designee. Teachers in the appropriate grade level or subject area shall comprise at least 50% of each committee. Secondary Textbook Committees should include a Reading Specialist. Said Committees shall recommend up to three (3) books/series for each grade/subject appropriate to meet the varying instructional ability levels. The selections shall be recommended to the Superintendent for presentation to the Board for adoption.

**4.6-1** Teachers shall be encouraged to give suggestions and shall be included in the procedure to determine textbook budget allocation and curriculum within each school.

**4.7 Professional Dress:** In as much as teachers are role models for students, each teacher shall maintain a neat, professional appearance appropriate for his/her specific teaching assignment.

**4.8 Classroom Decorum:** The Board and the Association agree that proper classroom decorum is essential to the learning process.

**4.9 Teacher Responsibilities:** It shall be the duty of the Superintendent and his designees to see to it that the teachers are informed of all teacher responsibilities. It shall be the duty of the teacher to comply with such requirements. Among the duties and responsibilities for which teachers will be accountable to perform are as follows:

1. Teach efficiently and faithfully in the classroom or place of duty.
2. Use prescribed instructional materials and methods of instruction.
3. Punctual and accurate record keeping.
4. Fulfill the terms of any teaching contract unless released from the contract by the Board.
5. Conform to Board rules and regulations.

**4.10 Use of Personal Property:** Teachers shall not be required to provide/use personal property while carrying out their professional duties. A teacher shall have the right to appeal to the Board for payment for loss relating to personal property damaged beyond use or stolen (such personal property having been listed with the principal and not covered entirely by the teacher's insurance) while the teacher is acting in the performance of his/her teaching duties. Prior to appealing to the Board the request will be discussed with and investigated by the Superintendent or designee.

**4.11 Faculty Funds:** Personnel contributing to faculty funds shall yearly select a committee to manage the fund. An annual financial statement(s) of distribution of receipts from faculty funds and those vending machines used primarily by faculty members will be kept on file and made available to appropriate faculty members.

**4.12 Teacher Orientation:** The district employee handbook, the school faculty handbook which contains all local school policies and regulations, and any handbooks specific to assigned job tasks shall be updated annually, shall not be in conflict with the contract, and shall be provided to each teacher prior to the start of classes. Said handbooks shall provide written direction to access school board information on the web.

**4.13 Polk County School Board Policies:** Employees shall be notified of any changes in School Board Policies and all current policies shall be posted on the District's website. An updated version of Polk County School Board Policies shall be available in the media center of each school.

**4.14 Forms Management Committee:** A county-wide standing committee shall be established to review paper and electronic forms that originate from any office within the school system to be completed by other divisions, other departments, principals, teachers, students or parents. The Association shall name 50 percent of the committee members.

**4.14-1** The goal of this committee shall be to recommend the reduction of as much paperwork as possible.

**4.14-2** Teachers shall not be required to fill out forms, checklists, or data gathering and other documents that do not have an official School Board number on them. FS 1008.31 (3)(c) requires each district school board to reduce paperwork and data collection and reporting requirements.

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**5.1 Right to Self-Organization:** Employees shall have the right to self-organization for mutual protection, to form, join or assist the Association or to refrain from such activity, to bargain collectively through representatives of their own choosing.

**5.1-1** The rights granted to the Association in this agreement shall be granted to the Association exclusively as the sole and exclusive bargaining agent and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit except through the procedure as provided by law.

**5.1-2** The Board agrees to grant leave to the president of the Association during his/her term of office.

**5.2 Payroll Deductions:** Upon appropriate written authorization from the employee, and as long as the Association is the recognized bargaining agent, the Board shall deduct Association membership dues from the employee's salary. Such authorization may be revoked by the employee with a thirty (30) day written notice to the Association and the Board. The Association agrees to provide the Board with a list of additions and deletions. The Board agrees to promptly disburse such dues collected at the end of each pay period.

**5.2-1** Upon appropriate written authorization from the employee, the Board shall deduct for annuities, credit union, United Way, insurance or other plans or programs jointly approved by the Association and Board. The Board agrees to promptly disburse said sums.

**5.3 Association Use of Board Facilities:** The Association may use school buildings for special meetings with no rental charge. The Association must make arrangements with the principal/director with notification to the Board, show proof of liability insurance, and pay for custodial services.

**5.3-1** The Board agrees to provide the Association a box at the district office mailroom for the collection of informational materials from the Superintendent and his staff as well as Board members and from worksites. Materials may also be distributed to the same through the mailroom. Further, it is agreed that the Association will be provided the use of the Board e-mail. Strict adherence to the Board's e-mail policy shall be followed. E-mail privileges may be rescinded with timely notice at the Superintendent's discretion. Copies of e-mails to 'all schools' distribution list will be exchanged between PEA and the Board.

**5.4 Information Provided to Association:** The Board, through the Director of Employee Relations shall provide, upon lawful request from the Association, information concerning school finance and budgeting and any additional information concerning the terms and articles of this contract. The Board agrees to make available to any employee or to the Association information available that is designated by statutes as public information.

**5.4-1** The Board agrees to furnish to the Association upon requests, agendas, minutes and all supporting documents of Board meetings.

**5.4-2** The Superintendent agrees to furnish to the Association all district memos sent to employees and memos concerning employee's conditions of work and/or employment.

**5.4-3** The Superintendent, when requested, shall provide the Association the following applicable information about employees employed subsequent to October 15, name, worksite, subject area or grade level, certification, ethnic group, salary step, or public record wage information, and home address.

**5.4-4** The Superintendent shall provide the Association with all reports stating racial, ethnic, and gender ratios of all staff members and student population in the district.

**5.4-5** **The Superintendent shall annually provide the Association data regarding teachers receiving an overall evaluation of Needs Improvement/Developing or Unsatisfactory and data regarding the outcome of all appeals within two weeks of the completion of the annual evaluation process.**

**5.5 Monthly Meeting with Superintendent:** The Superintendent or designee and the President of the Association or designee will meet on a regularly scheduled monthly basis to discuss the implementation or maintenance of this contract and/or matters of concern to either party. An agenda of general concerns to be discussed may be exchanged three days prior to the scheduled meeting to enable the parties to prepare for discussion.

**5.6 Association Visits to Worksites:** Association staff representatives will make prior arrangements with the principal/director or designee when planning to visit a school or worksite. The Association will provide the Director of Employee Relations the names, in writing, of staff representatives who are authorized by the Association to participate in such visits. Immediately upon arrival at the school or worksite, the representative shall report to the administrative offices and check-in following school visitation procedures. Such visitation shall in no way disrupt or interfere with the educational procedures,

programs, or work processes. If access to an employee is denied, upon request reasons for denial will be given in writing to the employee and the Association.

**5.7 Provision of Contracts to Association and Employees:** The Board agrees to electronically provide the collective bargaining agreement for all employees and will electronically provide subsequent changes. The collective bargaining agreement will be posted on the PCSB website within 45 days of the Board's ratification. The Board will provide printed copies of the contract for employees upon request. Contract will be released for printing no more than twenty (20) days after School Board approves the agreement. Copies will be given to all new employees hired during the term of this contract. Copies and changes will be provided to the Association, at cost, to meet its needs.

**5.8 Representation on District Committees:** Committees assigned related to educational pedagogy shall include a minimum of two teachers appointed by the PEA President.

**5.9 Communication:** The Association Representative has the right of communication with members at each worksite, as long as it does not interfere with instructional time.

**5.9-1** The Association shall have the right to use a bulletin board in each school. The decision as to which bulletin board to use will be made jointly by the principal/director and the building representative. The bulletin board shall be used for the purpose of posting materials related to the Association.

**5.9-2** The Association may use employee mailboxes to distribute information to employees in the unit at the worksite.

**5.9-3** The Association building representative shall be given an opportunity at the conclusion of each faculty meeting (before it is dismissed) to present brief reports and announcements.

**5.9-4** Brief Association announcements may be made over the building communications system before or after the normal class schedule. The principal/director will receive prior notification.

**5.10 Use of Building:** With prior notice to the principal/director, Association members of that school may hold meetings in their school building before or after regular duty hours or after the student contact day. Assigned duties take priority over such meetings.

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**Definitions:**

- *Planning time* - Time directed by the employee to freely use to plan, consult with colleagues, call/meet with parents, and personal preparation is planning time.
- *Instructional time* - Time spent conducting activities that meet lesson plan, curriculum, AIP's or IEP's is instructional time.
- *Non-instructional duty* - Time spent supervising students in which no curriculum, lesson plan, AIP or IEP goals are met.
- *Student Contact time* - Time during which a teacher has direct responsibility for students; may include both instructional and non-instructional time.

**6.1 Teacher Responsibility:** The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that support personnel and volunteers shall be used to assist with and reduce teachers' non-instructional responsibilities. The Board and the

Association agree that, in order to encourage the efficient use of time and to conserve paper, paperwork required of teachers should be kept to a minimum.

**6.1-1** As a part of teachers' professional responsibilities, they are expected to attend such after school activities as: parent-teacher meetings, open house, graduation. The parties recognize that teachers have obligations outside their professional responsibilities and agree that schedules for such activities shall be provided no later than the last day of teacher pre-planning of each school year and that flex time be provided to those participating teachers by mutual agreement of the principal and teachers.

**6.1-2** For all grading periods, scan sheets will be issued to the teachers one week prior to the due date. With the exception of the last grading period, scan sheets/electronic grades will be due at noon the second working day following the end of the grading period. For the last grading period, middle and high school scan sheets/electronic grades will be due at 8:00 a.m. on the first workday following the last student contact day. The exact due dates and time for scan sheets will be published within the school calendar.

**6.1-3** If a teacher is required to utilize a specific software program in the execution of their job, that program must be available to them in their classroom. If software is unavailable appropriate hand written forms may be used.

**6.1-4** Substitute teachers shall be employed, when available, for all absent teachers. Employees shall be able to report an illness with one contact 24 hours per day whether through a phone call or through a computer to an automatic substitute placement system. This contact shall satisfy any requirements for scheduling a substitute, if required. When a substitute is not available, the unfilled job number from the substitute placement system must be provided to impacted staff upon request. Substitute teachers shall be expected to perform all of the teacher duties normally performed by the regular teacher as determined by the building principal. Except in emergencies, classroom teachers will leave adequate written teaching plans for the substitute teachers so that the normal classroom activities may be carried out. A teacher may be requested, but not required, to substitute during his/her planning time for another teacher. In the instance of an employee who has been the subject of disciplinary action for absenteeism, a call to a school's administration can be required.

**6.2 Teacher Workday:** The workday for all teachers shall be no more than 7-3/4 hours except when mutually agreed upon by the faculty and the principal. Teachers' time shall be spent in the following areas: 1) Planning time, 2) Instructional time, and 3) Non-instructional duty. On non-student days there shall be a one (1) hour lunch break. Teacher school improvement/accountability activity days shall not be used for district contact purposes. This does not preclude voluntary participation by teachers should district activities be scheduled on that day. On scheduled county contact days, thirty (30) minutes of travel time shall be allowed, each way, during the regular duty day if teachers are required to attend meetings at locations other than their regularly assigned schools.

**6.2-1** Teachers assigned to Traviss and Ridge Technical Centers shall work a seven (7) hour day consisting of three hundred thirty (330) minutes per day of instructional contact time and three hundred (300) minutes per week of planning time. Those employees who are under a teacher contract but do not have 330 student contact minutes per day shall work the regular 7-3/4 hour day.

**6.2-2** Teachers at the Area Technical Centers in special programs (such as: State Licensure Programs, Less Than 5 Days, etc) shall work no more than a 35 hour week with

no more than 1950 minutes of student contact time per week and no less than 150 minutes of planning time per week. In certain situations teachers in these programs may not have a duty free lunch.

**6.2-3** Arrangements for classroom visits made during the prescribed teaching day shall be made by the teacher with the approval of the principal/immediate supervisor. Visits to a teacher's classroom by persons not connected with the Polk county school system shall be conducted only with the teacher's prior approval. Such access to public school classrooms shall not be unreasonably denied. Evaluative visits by school district office personnel shall be made with a two (2) work day notification to the teacher and principal/immediate supervisor, except in case of emergency. Teacher approval is not required for visits by the Education Practices Commission or for special open house visitation planned by the faculty and administration.

**6.2-4** Communication systems shall not be used for assessment purposes, nor shall they be used for monitoring classroom activities without the teacher's permission. School wide use of public address systems shall be kept to a minimum during student contact times. Morning and afternoon announcements shall be at predetermined times.

**6.2-5** When school is not in session, a teacher may be given access to his/her classroom by arranging such access through the principal.

**6.2-6** The principal or immediate supervisor shall have authority to grant a teacher's request for variation from the regular school day schedule when circumstances necessitate such a procedure. When granted, such variation shall not result in loss of pay or accumulated leave days to the teacher.

**6.2-7** Teacher Resource Specialist Trainers (TRST) hired before July 1, 2005 who work a 10 or 11 month contract, for 7.75 hours daily with a 30 minute lunch inclusive, will not receive the TRST supplement (Appendix D) and will be designated as a TRST I. No TRST hired after July 1, 2005 will be eligible for the Level I designation. TRST I may elect to reclassify to the appropriate TRST II or TRST III position by notifying their supervisor in writing.

**6.2-8** Teacher Resource Specialist Trainers (TRST) hired after July 1, 2005 or those hired before July 1, 2005 who elect to be reclassified, will be designated as either a Level II TRST, working 10 or 11 month contract, for 8.5 hours daily with a 30 minute lunch inclusive and receiving the TRST supplement (Appendix D), or, will be designated as a Level III TRST, working a 12 month contract, for 9 hours daily with a 1 hour lunch inclusive and receiving the TRST supplement (Appendix D) and vacation days as outlined in school board policy.

**6.3 Planning:** All teachers are to be guaranteed 300 minutes of planning time a week. Planning time shall be used primarily for lesson/program planning, parent conferences, student conferences, and conferring with other faculty members. Recognizing that curriculum changes are inevitable throughout all areas of instruction, team/common planning may occur and is encouraged in order to meet the needs of the students. Teachers are responsible for the proper utilization of planning time.

**6.3-1** Elementary school teachers shall have no less than three hundred (300) minutes per week of scheduled duty free planning time. This planning time shall include an uninterrupted, continuous block of time of no fewer than thirty (30) minutes per day. At least one hundred fifty (150) minutes of planning time will be during the student



contact time. Elementary teachers shall stay with their students when the students are participating in regularly scheduled special classes only when there is no certified instructor available.

**6.3-2** Middle school teachers shall have no less than three hundred (300) minutes per week of scheduled duty free planning time. This planning time shall include an uninterrupted, continuous block of time of no fewer than thirty (30) minutes per day. At least one hundred fifty (150) minutes of planning time will be during the student contact time. Middle school schedules should include time for teacher planning time for such concepts as team planning, back to back planning periods, parent conferences, student conferences, etc. In middle schools that elect to participate in a seven (7) or eight (8) period day, the normal teaching load will be six (6) out of seven (7) or seven (7) out of eight (8) periods. (Advisor/advisee instruction will count as a teaching period.) Teachers should not be involuntarily assigned a teaching schedule requiring more than three (3) preparations. In the event of such an assignment, the teacher may appeal the assignment. The appeal will be made to the school site curriculum committee and representatives of the affected department. If the issue is not resolved within five (5) working days it may be referred to the PEA president and the director of employee relations for further resolution. The entire appeal process shall not exceed fifteen (15) working days.

**6.3-3** High school teachers shall have no fewer than three hundred (300) minutes per week of duty free planning time. A normal teaching load will be six (6) out of seven (7) periods. Instructional time will be arranged according to the school's approved schedule and in accordance with Southern Association of Colleges and Schools (SACS) guidelines. Teachers should not be involuntarily assigned a teaching schedule requiring more than three (3) preparations. In the event of such an assignment, the teacher may appeal the assignment. The appeal will be made to the school site curriculum committee and representatives of the affected department. If the issue is not resolved within five (5) working days it may be referred to the PEA president and the director of employee relations for further resolution. The entire appeal process shall not exceed fifteen (15) working days.

**6.3-4** Regular program and academic teachers at Traviss and Ridge Technical Centers shall have three hundred (300) minutes per week of planning time. Special program teachers who have no more than 1950 minutes of student contact time per week shall have no less than 150 minutes of planning time per week.

**6.3-5** Teachers are to make arrangements with the principal or immediate supervisor prior to leaving school grounds during this planning time.

**6.3-6** The Board shall structure a schedule for students that releases all students sixty (60) minutes early to provide teachers sixty (60) minutes of planning time in addition to the three hundred (300) minutes per week described in sections 6.3 through 6.3-4. There shall be at least ten (10) of these early release days distributed throughout the school year as mutually agreed upon. The additional sixty (60) minutes of planning time for up to three (3) of these early release days may be designated for staff development. All remaining time shall be used by the employee for self-directed planning activities.

**6.4 Non-instructional Duty:** There shall be, insofar as possible, a fair and equitable distribution of non-instructional duties and responsibilities among all teachers and staff consistent with the law and School Board policies. No teacher will be required to work more than their contracted time. When a problem with planning or distribution of non-instructional duties and responsibilities becomes apparent, it shall be referred to the Safety, Maintenance and Non-Instructional Duties Committee.

**6.4-1** Teachers shall have a duty free lunch period equivalent to that of the students. If the implementation arrangements, "e.g." re-assignment of paraeducators, changing of duty schedules, changing of teaching schedules of specialty teachers, etc. are not acceptable to a majority of the school faculty as determined by secret ballot vote, this provision shall not apply. Ballots will be counted by the principal/designee and teachers, to include PEA representation.

**6.4-2** Except for regularly assigned duty, teachers shall not be responsible for students before or after regularly scheduled student contact hours.

**6.5 In-service/faculty meetings:** Valuable teacher training is accomplished through in-service programs. In-service time may be used as follows:

- (a) in-service activity for school-based personnel
- (b) faculty planning
- (c) faculty meetings
- (d) school self-study
- (e) inter or intra school articulation.

Scheduled school in-service days must relate to legislative mandates, school improvement, accountability activities, effective schools, or SACS accreditation. When school based in-service takes place during the regular duty day, teachers not participating shall use the time for planning, parent conferences, or other school related duties. Grant writers must adhere to the salary schedule (Appendix E, or in accordance with Article 22.18) when making budgets for teacher pay schedules.

**6.5-1 Faculty Meetings:** The principal shall specify a day for regular faculty meetings. Except in extenuating circumstances, the faculty meeting should be limited to the designated day, and teachers shall be given twenty-four (24) hours notice. Such meetings shall have an agenda, and shall be as brief and well planned as practical. A copy of minutes shall be kept and maintained in a designated, accessible place. Faculty meetings shall be conducted during the teacher duty day except in extenuating circumstances. Sales representatives will not be allowed access to the faculty prior to or during the faculty meeting.

**6.6 Safe and Healthy Working Environment:** The Superintendent shall be responsible for determining unsafe and hazardous conditions under which teachers shall not be required to work. In the event of a bomb threat or fire, teachers shall evacuate the building with their students and shall not be required to return to the building until the building has been determined safe to use according to the provisions of the School Board adopted Polk County Public Schools Disaster and Emergency Preparedness Plan. A copy of this and the school's safety plan will be included in the school's Teacher Handbook and will be reviewed annually, before the start of classes, by the faculty and staff.

The Superintendent shall be responsible for determining that teachers are working in safe and non-health threatening environments. To that end the Board shall:

**6.6-1** The Board shall provide and require the use of necessary safety equipment to comply with the State Board of Education regulations concerning teachers assigned subject areas where the teacher is subjected to inordinate safety or health hazards. Provide each middle school and high school science teacher a copy of the most recent edition of the Polk County Schools Laboratory Safety Standards and Hygiene Plan.

**6.6-2** Maintain heating and air conditioning equipment, where available, to provide a comfortable and healthy environment when school is in session except in emergency situations.

**6.6-3** Provide parking areas and walkways, which are hazard free and appropriately lighted for nighttime activities. Where unsafe conditions exist the teacher(s) affected shall notify the school's Safety, Maintenance, and Non-Instructional Duties Committee so that corrective action may be taken.

**6.6-4** Provide custodial service to maintain classrooms and other learning areas in a clean and healthy condition. This determination shall be the responsibility of the principal or immediate supervisor. Bug spraying should be conducted after school hours. Teachers shall be informed at least two days in advance of such activity. (Bug spraying, painting, major maintenance projects, etc). This provision shall not apply to emergency situations.

**6.7 School Based Committees:** In order to provide an efficient school operation and climate of collaboration certain school-based committees shall be established to include, but not limited to the following list of committees.

#### **6.7-1 Curriculum Committee**

**Duties:** **1)** Evaluate curriculum to insure compliance with appropriate Florida Sunshine State Standards for that school level. **2)** Evaluate proposed changes to the curriculum to insure the continued compliance with the State Standards and to meet specific learning needs (see Article 4.6-1). **3)** Participate in the determination of textbook budget allocation (see Article 4.6-1). Textbook purchase for ESE students will be provided through categorical textbook funding at each school. **4)** Where applicable, annually reviews the School's Curriculum guide and makes appropriate updates. **5)** Hear appeals (as indicated in 6.3) related to the assignment of more than three (3) preparations. **6)** Work with the principal in determining the need for and the nature of any school based in-service programs, and make recommendations to the Administration regarding curriculum, school improvement and training. **7)** The grade/department/team will meet to make recommendations to the principal in determining grade/department/team chairpersons. Make recommendations on the expenditure of funds allocated for materials and supplies. **NOTE:** ESE materials money will be designated at each school as part of the school budget. ESE teachers at each school should have input as to the expenditure of these funds. Teachers from other departments or grade levels may appeal to the ESE department for a portion of those funds to be used for materials provided to ESE students in regular classrooms. Recommendations are submitted to the principal/director for approval.

#### **6.7-2 Safety, Maintenance and Non-Instructional Duties Committee**

**A. Duties:** **1)** Develop and recommend a school safety plan; **2)** Review and support the Polk County Public Schools disaster and Emergency Preparedness Plan. **3)** Annually survey the school facility, staff and faculty to identify maintenance needs. Provide regular input on the maintenance of buildings, grounds, parking areas and heating and air conditioning systems. Make recommendations to the principal. **4)** Survey non-instructional duty needs and make recommendations appropriate within the organizational framework and without adversely affecting the educational process and student control.

**B. Membership:** Consideration should be given to the inclusion of: the designated Health contact, the designated safety contact, a member of the food service

and custodial staff, a representative from the science department if a middle or high school and a guidance counselor as appropriate.

### **6.7-3 Student Concerns Committee**

**Duties:** Discuss and make recommendations to the principal regarding new student orientation, student discipline, student attendance, and student recognitions. The orientation program for new/transfer students will be completed prior to entering the classroom. Instructional time shall not be interrupted for clerical duties except in cases where expediency is a necessity. New/transfer students will be admitted to the classroom with the least amount of disruption.

Committees will be appointed by the principal/supervisor and will include the following:

**Elementary School** – One teacher from each grade level, ESE and Specialty classes, principal or designee. (One committee member must be a PEA member.)

**Middle School** – One teacher per team, ESE and Specialty classes, principal or designee. (One committee member must be a PEA member.)

**High School** – One teacher per department (Academic Core, Electives, ESE, Specialty classes, vocational), principal or designee. (One committee member must be a PEA member.)

**6.7-4** Committees shall meet a minimum of four (4) times per year. Minutes shall be taken and made available to all staff members. All committee meeting agendas shall support the District’s Strategic Plan and each respective School’s Improvement Plan (SIP). Other parties may be invited to participate in meetings as needed.

**6.8** Teachers may attend regular season sports events free of charge at their home schools. This provision does not apply to State sanctioned sports playoffs and tournaments.

## **ARTICLE VII – CURRICULUM AND INSTRUCTION**

**7.1** The Board and the Association recognize the importance of adequate teaching reference materials and adequate and appropriate instructional materials and equipment in maintaining a high level of professional performance in the educational process.

**7.1-1** The materials and services of a teacher reference library shall be available to all teachers in each school and/or in the district.

**7.1-2** The Board shall make every reasonable effort to maintain appropriate instructional materials (printed and AV), necessary equipment and supplies and suitable testing materials in all district schools. Every reasonable effort will be made to have basic educational supplies and materials available for the opening of school.

**7.1-3** Designated duplicating and/or copying facilities shall be available for direct use by instructional personnel. Mechanical failure shall not constitute violation of this provision. At no time shall students be allowed to handle test materials submitted for duplication.

**7.1-4** The Board shall provide a program of school library media services for all public school students in the District. Such libraries will provide reference materials and

facilities to supplement and complement the required curriculum as long as the students are in attendance. However, the services of the media specialist shall be curtailed no more than five (5) days prior to the end of the student school year.

**7.1-5** Regularly scheduled classes, such as music, art, computer labs, physical education and guidance will be provided as long as students are in attendance, unless exceptional circumstances are approved by the Superintendent.

**7.2** Intra-school and inter-school visitation and observation are recognized as techniques for improving teacher effectiveness. A teacher must have the approval of his/her principal or immediate supervisor in order to participate.

**7.3** The Association shall have appropriate representation on the elementary, middle and high school curriculum Committees. (See Article V, Section 5.8)

**7.3-1** When committees are established by the Superintendent to make recommendations regarding curriculum, the names of the committee members, shall be published in the Administrative Bulletin upon appointment.

### **ARTICLE VIII - STAFFING PLAN**

**8.1** The Board and the Association agree that optimum class size is an important aspect of the effective educational program. The Polk County School Staffing Plan shall be constructed each year according to the procedures set forth in Board Policy and, upon adoption, shall become Board Policy.

**8.1-1** The Board agrees that the Association may appoint four members to the Superintendent's School Staffing Committee to include at least one representative from elementary, middle, & high school.

### **ARTICLE IX - PARAEDUCATORS**

**9.1** The Board shall determine the need for paraeducators to be employed each year after a recommendation by the Superintendent. The Superintendent will allocate such paraeducators to each area in accordance with the Staffing Plan as adopted by the Board.

**9.2** Schedules of paraeducators assigned to teachers shall be worked out jointly by the teacher and principal, with the final decision made by the principal.

**9.3** A teacher who has a regularly assigned paraeducator shall direct the activities of the paraeducator within the written guidelines as described by the job description. That teacher shall be provided a copy of the duties of their assigned paraeducator as stated in the Paraeducator Collective Bargaining Agreement. Any dispute between a paraeducator and a teacher shall be resolved by the principal or assistant principal after listening to both sides.

**9.4** To avoid disruption to the learning environment, paraeducators shall not be pulled from regular duties except at the discretion of the principal. Teachers shall be notified as to the reason for the disruption to their classroom and lesson plan.

**9.5** Paraeducators regularly assigned to teachers may be reassigned to temporary duties in accordance with their collective bargaining agreement.

**9.6** The paraeducator collective bargaining agreement supercedes all other collective bargaining agreement language relating to paraeducators.

## **ARTICLE X – TEACHER AUTHORITY AND PROTECTION**

**10.1** The teacher shall observe all rules to maintain student discipline and shall have the right to take whatever action he/she feels necessary to maintain student discipline within the bounds of the Board policies, state statutes, and local school policies. The Board shall give support and/or assistance to any teacher acting in line of duty with respect to maintenance of control of discipline in the classroom or any other school activity.

**10.2** Whenever it appears to the classroom teacher that a student and/or students require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, notification shall be submitted in writing to the administration. The administration shall respond in writing as to the disposition of the action taken.

**10.2-1** A system will be developed and implemented so that whenever a teacher notifies the office of a classroom emergency, such as a student fight, severe illness, or major student insubordination, a school official with authority is available at all times to attend to the classroom emergency as soon as possible. Within one month of Board approval, this system shall be included as part of each school's Emergency Plan.

**10.3** A teacher may use such force as necessary in protection from attack or to prevent injury to students and/or school personnel.

**10.4** The Board and the Association agree that proper classroom decorum is essential to the learning process. Teachers, in the performance of their duties, shall not be expected to tolerate harassment, abusive language, upbraiding, insults or interference by a parent or any other person.

**10.4-1** When an offense, persistent misbehavior, or the disruptive effect of misbehavior makes the continued presence of a student(s) in the classroom intolerable, the student(s) may be referred by the teacher to the principal or his/her designee for appropriate disciplinary action. In such case, an account of the problem or incident will be submitted in writing by the teacher to the principal or his/her designee. The principal or his/her designee shall respond to the referral, in writing, as to the disposition of the case.

**10.4-2** In cases when the disruptive effect of the student's behavior is so extreme as to preclude the instructional process, the teacher shall indicate on the referral the need to remove the child temporarily from the classroom until such time as the student, teacher and principal or other appropriate authority resolves the situation.

**10.4-3** A teacher has the authority to remove a student from the classroom pursuant to Florida Statute 1003.32.

**10.5** Individual records shall be maintained on student discipline in a separate file and shall be made available by the principal or his/her designee, to any teacher who has responsibility for that student and who requests such information.

**10.6** Any case of assault or threat upon a teacher in the proper performance of his/her duties shall be promptly reported to the principal or immediate supervisor. Appropriate administrative action shall be taken in accordance with the Code of Conduct, Polk County

School Board policy, and Florida Statute. In such case, the Superintendent or his designee shall secure appropriate legal assistance for the teacher. Teachers who may be involved in such cases shall not lose regular salary for any time lost from their duties when their presence is required before a judicial body. In case of disability, the Board agrees to continue his/her contractual salary until workmen's compensation begins. The Board agrees to follow the provisions of the Florida Statute 1012.63 in regard to illness in line of duty leave.

**10.7** In the event of any complaint or suit filed against a teacher as a result of any action taken by the teacher while acting within the scope of his/her employment, the Board shall provide legal assistance.

**10.8** The Board shall issue to each school a copy of its policies concerning student records and to each teacher a copy of the School Discipline Code of Conduct no later than the first week that teachers report for duty.

**10.9** The teacher shall determine grades of students using the guidelines of Board policy. Teachers shall maintain documentation for each student's grades at all times. Changes in student's grades may be made by the principal to correct the grades only when the need for such change can be justified as a result of an error in computation, transposing and/or recording of grades, or incomplete documentation. Teachers shall be notified of such changes.

## **ARTICLE XI - ACADEMIC FREEDOM**

**11.1** Teachers shall have all reasonable freedom within the limitations imposed by law, the State Board of Education Regulations, and the School Board policies and regulations, in the development and implementation of the curriculum, including the right to select useful and relevant materials and determine the class needs as they relate to the curriculum. However, this does not exclude the right and obligation of the principal or supervisor to reasonably question, consult with the teacher about same, and direct, whenever necessary, within limitations imposed by law, State Board of Education Regulations, and School Board policies and regulations.

**11.2** Teachers shall be entitled to freedom of discussion without censorship within the classroom on all matters, which are relevant to the subject matter and level of the students and within their area of professional competence and assignment.

**11.3** Teachers shall notify the administration when they intend to inject or have had injected into units subject matter which might reasonably be anticipated to be controversial.

## **ARTICLE XII - POLITICAL ACTIVITY**

**12.1** All teachers shall have freedom of political action to work for the party and candidates of their choice during off-duty hours, provided such action is within the laws of the United States of America and the state of Florida.

**12.2** Political domination or coercion shall not be used to exact money or other things of value or required participation in political activity against the wishes of teachers under the threat that failure to do so shall affect their status as employees of the school system.

## **ARTICLE XIII - GENERAL EMPLOYMENT PRACTICES**

**13.1** As the Board is a fair and equal opportunity employer, marital status, race, creed, religion, sex, age, national origin or number of years teaching experience shall not be made a condition of employment. The Board and the Superintendent shall continue to implement and review their Affirmative Action Program designed to prohibit discriminatory practices, provide encouragement for applications from minority groups and women, and maintain the principle of employing a competent staff member to fill each vacancy. The Association will be advised of any proposed changes in the Affirmative Action Program and through the personnel office may make suggestions for improving the plan.

**13.2** The Board may require a physical and/or psychiatric examination by a physician and/or psychiatrist licensed in Florida when, in its judgment, such an examination is relevant to teaching performance or employment status. The selection of the physician and/or psychiatrist shall be made by the teacher involved from a current list of three practicing physicians and/or psychiatrists named by the Board and the Board shall pay all costs incurred in the examination. Physical examination forms shall be available from the personnel office.

**13.3** Teachers shall self-report within 48 hours to the Director of Employee Relations/Designee any arrest/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, teachers shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Florida Statutes.

**13.4** Any teacher employed to fill a temporary vacancy (more than fifty (50) days) must hold at least a bachelor's degree from a recognized institution and be working toward providing documentation to satisfy subject matter competency. Such teachers shall be placed at the appropriate step of the regular teachers' salary schedule, shall receive written notice of the requirements to be met to continue District employment, and shall be considered a part of the bargaining unit.

**13.5** Assignments for summer school or evening adult school shall be made with preference given to fully qualified teachers. If all applicants are fully qualified in the subject area then the choice will be based on the following: seniority, educational qualifications, efficiency, and capacity to meet the educational needs of the program. When assigning teachers to the Exceptional Student Education Summer Extended School Year (ESY) program, priority will be given to those teachers who served these students during the preceding school year. Summer school teachers shall be employed for no fewer than three (3) hours daily.

**13.6** Any teacher willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to discharge and forfeiture of tenure and other rights and privileges as provided by law. When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three consecutive workdays, the employee shall be considered to have abandoned his/her position and resigned as an employee of the Board. Special consideration will be given in case of emergencies.



**13.7** If a teacher fails to return to duty at the termination of a leave, his/her employment shall be subject to review and possible cancellation by the Superintendent or the Board.

**13.8** Any teacher hired to take the place of a teacher on leave of absence shall be informed in writing, in person, by the principal that he/she has been hired only for the time until the teacher on leave returns. Said hired teacher shall sign the letter as a receipt.

**13.9** When leave extends beyond a period of 18 months and a teacher returns, the teacher is required to attend New Employee Orientation and the Teacher Induction Program Seminar if they were on an Annual Contract with the district when leave was requested. Teachers with professional services contracts or continuing contracts at the time leave was requested will be required to attend New Employee Orientation upon their return to the district.

**13.10** The Board will not contract or subcontract any teaching work for the purpose of laying off employees in the bargaining unit.

#### **ARTICLE XIV – PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

**(In 2011, the Florida Legislature passed statutory changes eliminating the granting of new Professional Service Contracts and prohibiting the School Board from following the requirements outlined in Sections 14.1, 14.1-1, 14.1-2, and 14.1-3 of the contract below. These provisions are therefore placed in abeyance until all legal challenges have been resolved. All other Sections beginning with 14.2 remain in full force and effect.)**

*14.1 Any teacher who meets the following requirements on or before September 1 of the fiscal year shall be issued a professional service contract:*

*14.1-1 Holds a regular or professional certificate as defined by State Board Regulations and as prescribed by Statute 1012.33. If all course work and all other requirements for a regular or professional certificate have been completed and an application for the certificate is filed with the Department of Education postmarked not later than midnight, September 1, and such regular or professional certificate is subsequently issued with an effective date of July 1 of that school fiscal year, the applicant shall be deemed to hold such certificate as of September 1 of the school fiscal year in which the certificate becomes effective.*

*14.1-2 Has rendered three (3) years of probationary service during a period of five successive years in the district. One (1) year shall be in the Professional Educator Competency Program where required as prescribed by Florida Statute 1012.56. The teacher must have been recommended by the Superintendent for such contract and reappointed by the school board based on successful performance of duties and demonstration of professional competence. Teachers not so recommended shall be given reasons in writing, if they so request. The Superintendent may recommend and the School Board may issue a professional service contract to a teacher after one full year of service in the district if a teacher had previously held a continuing contract or professional service contract in the state of Florida or within this district. Any employee who holds a continuing contract may, but is not required to, exchange such continuing contract for a professional service contract in the same district. An employee who has continuing contract status prior to July 1, 1984, shall be entitled to retain such contract and all rights arising therefore in accordance with existing laws, rules of the State Board of Education, or any laws repealed by this act, unless the employee voluntarily relinquishes his continuing contract.*

*14.1-3 Has successfully completed three (3) years out of five (5) successive years in Polk County in which said personnel has been transferred and/or displaced due to loss of unit and would have been recommended for rehiring if a position were available. Said teacher shall be recommended by the hiring principal for professional service contract.*

**14.2** A Professional Service Contract shall be renewed each year unless the Superintendent, after receiving the recommendations required by s.1012.34, charges the employee with unsatisfactory performance as determined under the provisions of s.1012.34.

**14.3** The Board shall hire for full-time positions only teachers eligible to receive a certificate based on a bachelor's degree or higher; or for non-degreed vocational teachers, a certificate based on the equivalent of a bachelor's degree or higher.

**14.4** Summer school, evening adult school and supplemental pay assignments shall be voluntary.

**14.4-1** Open supplemental positions as shown in Appendix D must be advertised for five (5) working days.

Teachers interested in a supplemental position at their school/worksites will notify their principal/director of their interest on the intent to return letter for consideration of future vacancies.

Vacancies for supplemental positions must be advertised within the school where the vacancy occurs to all employees for five (5) working days.

If at the end of the five (5) day school/worksites posting, the position is not filled it will be advertised externally on the District's web page ([www.polk-fl.net](http://www.polk-fl.net)) for employees and non-school employees.

All persons who receive supplemental pay will be evaluated yearly concerning their duties in that position. Such evaluation will in no way impact or become a part of the district employee's regular duty evaluation.

Discipline of district employees related to supplemental positions will follow standard progressive discipline procedures.

Dismissal from an annual supplemental position during the school year or if a sport, during that sport season will be for just cause.

Removal of a district employee from a supplemental position could result in disciplinary action on the employee's regular employment with the district.

**14.4-2** Recognizing that the welfare and needs of students have always been the priority in optimizing supplemental programs (Appendix D), principals or program directors shall determine assignments considering seniority (defined as experience in the supplemental area or related experience), efficiency, and capacity to meet the needs of the program for all qualified applicants.

**14.5** Extra period assignments are instructional assignments. The Board and Association agree that classroom assignments for extra periods must be made with the welfare and needs of the students as priorities. Realizing that principals are responsible for delegating assignments, these assignments shall be made with preference given to fully qualified teachers. If there are more applicants than positions available, the principal shall

determine assignments based on seniority, efficiency, and capacity to meet the needs of the program (this includes the needs of the students.)

(As a note of explanation: A 1996 arbitration decision found that seniority carries a greater weight than *efficiency* or *capacity*, all things being equal.)

**14.6** Where the student population reflects the need for bilingual teachers, the Superintendent shall attempt to find and recommend, and the Board shall employ such teachers who are bilingual and trained to assist students in English and the primary language spoken by the student provided the teacher is fully qualified for the position.

**14.7** All teachers shall be given written notice of their tentative teaching assignment for the first semester of the following year at least two weeks prior to the end of the school year. A teacher may not be assigned into an out-of field assignment unless the teacher voluntarily signs an agreement for the same. If there is a change in the tentative teaching assignment, the teacher shall be notified as soon as possible. Teachers shall be given written notice of a change in assignment for the second semester no later than the last student contact day of the first semester, except in cases of emergency.

**14.8** In order to maintain employment, instructional staff required to hold teacher certification issued by the Florida Bureau of Educator Certification or the District as a term of employment will be required to be certified, qualified and highly qualified to teach core content courses or certified and qualified to teach non-core content courses. Whenever the term “fully qualified” is used in this collective bargaining agreement, it describes the state of being certified, qualified, and/or highly qualified based upon the courses and students the teacher is assigned to teach in the master schedule.

**14.8-1** Teachers new to the system who are assigned to teach core content courses will be given ninety (90) days from their date of hire to document highly qualified status as prescribed by the District Conditional Employment Agreement. Failure to provide the necessary documentation will result in termination.

**14.8-2** Teachers not new to the system may not be assigned to courses which will cause the teacher not to be fully qualified unless the teacher volunteers for the assignment and the principal has pre-approval from the Director of Teacher Certification, Endorsement, and NCLB Compliance. The duration of such assignments will be limited to one semester. In order for the teacher to continue in the assignment beyond the semester, he/she must pass the appropriate Subject Area Examination and add the subject area to his/her certificate. Teachers who are assigned according to the aforementioned provision will be reimbursed for up to two test registration fees.

**14.8-3** In special and unusual circumstances, the Assistant Superintendent for Human Resource Services may grant extensions to these deadlines.

**14.8-4** Any teacher who accepts an assignment for which he/she is not fully qualified must sign a written notice-acknowledgement that outlines all requirements to remain in that assignment and the notice-acknowledgement shall include the possible consequences of the teacher’s failure to timely meet those requirements.

**14.8-5** A teacher, voluntarily assigned for one (1) year or less into an authorized out-of-field assignment will be required to earn six (6) semester hours or 120 in-service points toward certification in the out-of-field assignment during the twelve months following the date of initial assignment. Failure to do so would make the teacher ineligible to be placed in an out-of-field assignment in the future.

**14.8-6** Teachers who volunteer to teach in an authorized out-of-field assignment must remain qualified as prescribed by the Agreement to Earn and/or English for Speakers of Other Languages (ESOL) Plan of Study. In special and unusual circumstances, the Assistant Superintendent for Human Resource Services may grant extensions to these deadlines. Failure to provide the necessary compliance documentation in a timely manner may result in the teacher's displacement. Annual Contract teachers who fail to provide the necessary compliance documentation in a timely manner may have their employment contract non-renewed following the provisions of Florida Statute or, if they have signed a Conditional Reappointment Agreement describing specific requirements to maintain employment, could be recommended for termination for failure to comply with the terms of their specific requirements.

**14.8-7** Teachers who are currently employed by the School Board and who obtain additional certification(s) will be given first consideration for placement prior to the hiring of new employees.

**14.8-8** An Annual Contract teacher, who is assigned voluntarily into an authorized out-of-field assignment and who complies with 14.8-6 of this document, may be granted a professional service contract provided the teacher meets all other criteria set forth in FS 1012.33.

**14.8-9** An Annual Contract teacher who is assigned into an authorized out-of-field assignment will not be placed on the displaced list nor will his/her Annual Contract be renewed if he/she fails to provide the necessary documentation to demonstrate compliance with his/her Agreement to Earn and/or ESOL Plan of Study.

**14.8-10** The ESOL Plan of Study may be frozen and/or adjusted for a teacher in the event of a break in service, or a change in assignment which places the teacher in a category for which the certification/training requirement is less stringent. It is the teacher's responsibility to notify the ESOL office of a qualifying event in order for the action to be initiated.

**14.9** A copy of all local school and district policies and regulations shall be given to each teacher new to Polk County Public Schools.

**14.9-1** The Professional Education Competence (PEC) Program shall be maintained as adopted by the School Board according to Florida Statute 1012.56.

**14.9-2** A teacher participating in the Professional Education Competence Program shall be a member of the bargaining unit with the same rights as any other first year teacher, and shall receive full pay, according to the district's adopted salary schedule.

**14.9-3** Evaluation/assessment for the beginning teacher shall be completed and records maintained in the district personnel file. The Professional Education Competence (PEC) Completion form, PEC Accomplished Practices Checklist, and Polk County Schools PEC Documentation Support Team Checklist/Timeline shall be maintained in the employee's district personnel file. The portfolio and its components are maintained by the school. The mentoring log is maintained with the school's Professional Development documentation. Upon completion of the program, the beginning teacher shall be given a copy of the PEC Annual Completion Form.

**14.9-4** In the Professional Education Competence Program, service as a mentor shall be voluntary, except when documented as a part of the Academic Intervention Facilitator responsibility.

**14.9-5** The mentoring teachers' qualifications and responsibilities are to be clearly enumerated. Mentoring teachers shall be expected to provide on-going support to assigned mentees over the course of the year and assist with specific requests by a mentee. Limited examples of on-going support may include assisting with identifying and following school and district policies, obtaining necessary material and equipment to complete assignments, and assisting with tracking various timelines to successfully meet required deadlines. Limited examples of specific requests may include identifying resources to assist with curriculum planning or self-diagnosed needs, or being available on contracted days to answer questions. Additionally, said mentoring teachers shall not be responsible for evaluation/assessment of any teacher.

**14.9-6** Mentoring teachers must document completion of enumerated duties and professional development qualifications prior to receiving payment. The supplemental amount is listed in Appendix D.

**14.9-7** Mentoring teachers may mentor up to six (6) new teachers each school year. Mentor teachers will receive a supplement for each new teacher they are assigned to mentor.

**14.9-8** All first year **Probationary Contract** teachers in the PEC Program will be assigned a mentor. Additional mentoring teachers may be assigned by the administration to teachers deemed to be in need of assistance.

**14.9-9** All teachers receiving mentoring services shall be anonymously surveyed annually. Such survey shall be for the purpose of measuring the effectiveness of the mentoring program. No information will be gathered that would identify either the mentee or the mentor.

**14.10-1 Teacher Recertification** – In order to assist teachers with state recertification requirements, the district offers many professional development opportunities that are free of charge. It is the responsibility of the teacher to register and attend an adequate number of trainings in a timely manner to have sufficient inservice points for recertification.

**14.10-2** Employees may access their inservice record of points and register for classes through the online District Professional Development System Scheduler.

**14.11-1** All professional development must include: Planning, Delivery, Follow-Up, and Evaluation on the Faculty level (individual), School Level, and District Level according to the Florida Professional Development Evaluation Protocol, Florida Statute 1012.98.

**14.11-2** The Individual Professional Growth Plan (IPGP) is directly related to specific student performance data for those areas to which the teacher is assigned.

**14.11-3** According to Florida Statute 1012.98 points may only be awarded upon evidence of follow-up activity completion.

## ARTICLE XV – TEACHER EVALUATION

### PREAMBLE

The parties acknowledge that the teacher evaluation procedures that follow have been agreed upon by the parties hereto with reluctance, and that such agreement is made because of the requirements and mandates of applicable Florida law. Further, the parties agree that should at any time the Florida law applicable to such evaluation procedures be changed by the Florida Legislature or overturned by a court decision to which the Polk County School Board is subject, then in that event the parties agree to promptly renew collective bargaining negotiations for the purpose of modifying the procedures set forth herein. Until such bargaining is completed the parties agree to continue using the evidence based practices rubric for evaluation purposes; no student performance data will be used and no human capital decisions will be made using this system.

### DEFINITIONS

**State Assessment:** Any standardized state determined assessment for a given subject.

**District Assessment:** A standardized district determined assessment for a given subject applied across the district in a given subject area.

**Essential Performance Criteria (EPC):** Performance indicators under each Domain.

**Value Added State Model:** Process developed by the state to measure student-learning growth.

**Learning Target:** State determined or district determined goal for measurement of student progress.

**Teacher Evaluation System:** A collaborative system between teachers and administrators that focuses on increasing student learning growth by improving the quality of instructional services. The overall term for the processes applied for the performance evaluation of a teacher. Entitled: **ENHANCING STUDENT ACHIEVEMENT THROUGH TEACHER EVALUATION AND LEARNING (Appendix M).**

**Teacher Observation Instruments:** Only the Global Observation Instrument (GOI) as in Appendix J may be used to document the observation portion of a teacher's evaluation which is based on multiple observations (walk throughs, informal observation, and formal observation) undertaken by the teacher's supervisor.

**Overall Annual Performance Evaluation Rating (OAPER):** Total score based on student performance data, situational context, results from multiple observations, and the teacher self-evaluation. The total score will determine the rating as per the performance chart.

**Teacher of Record:** A teacher who provides primary instruction and gives the grades for the assigned subjects.

**Evaluator:** School Principal/Supervisor, Assistant Principal, and/or Superintendent's administrative designee trained and certified to conduct calibrated evaluations.

**15.1** The Superintendent shall establish procedures for **evaluating** the performance of duties and responsibilities of all teachers. The **evaluation** forms and procedures to be used will comply with all requirements as set forth in Florida Statute 1012.34. **The evaluation process will comply with the Collective Bargaining Agreement and follow the District's ENHANCING STUDENT ACHIEVEMENT THROUGH TEACHER EVALUATION AND LEARNING (Evaluation Manual) which is attached as Appendix M. Only the materials contained in the Evaluation Manual may be used for teacher evaluation. No one may develop additional supplemental materials for the evaluation of teachers without approval through the bargaining process.**

**15.1-1** As the teacher evaluation system has undergone substantial change, the parties recognize that continued adjustments may need to be made as data becomes available. The parties commit to returning to the bargaining table to address concerns from either party. It is the intent of the parties to monitor this new system to ensure it is a fair, valid, and reliable teacher evaluation system and to make changes, as needed, to achieve this goal.

**15.1-2** Student performance data will be collected as per the State Growth Model and/or processes defined in the teacher evaluation as appropriate to all of the teacher's instructional types. Understanding that state and district student performance data may not be available prior to the close of the evaluation period, the teacher will be provided with a list of students matched to them twice annually for data collection purposes during both October and February FTE verification periods. The teacher will review the student list and verify its accuracy by their signature. The teacher may appeal to the principal to have any student added or removed from the list based on the criteria outlined in the Teacher Evaluation Manual. If the teacher is not satisfied with the outcome, the issue may be appealed pursuant to Section 15.12 Evaluation Appeal Process as a procedural violation only through Steps I and II. It must be filed within 10 work days of the principal's decision and the appeal process must be concluded within 30 work days.

**15.2** Teachers will be **evaluated** annually according to the **Evaluation Manual**. This evaluation will be **completed** by a designated and **certified** evaluator. **Evaluation data will not be used for making Human Capital decisions until all evaluations are completed, including any appeals; with the understanding Probationary Contract teachers may be released at the end of the year.**

**15.2-1** The **evaluator** shall be **trained in the evaluation tool and shall be certified**. **The evaluator may be** either the principal/immediate supervisor or an assistant principal designated by the principal. If a teacher so requests, he/she shall be evaluated by

his/her principal. **Should no administrator meet the criteria or in rare and unusual circumstances, the Superintendent shall designate a certified administrative evaluator who meets the criteria to perform the evaluations. Evaluative visits by the Superintendent's designee shall be made with prior notification of two (2) work days, to the teacher and principal/immediate supervisor, prior to any evaluative activity.**

**15.2-2** Any concern/deficiency noted by an administrator **must** be shared with the teacher in a timely manner. **All observable EPC (Essential Performance Criteria) ratings will be documented throughout the year on the forms provided from walk throughs, informal observations, and formal observations. If observable or non-observable performance deficiencies are noted, the evaluator must provide the teacher with specific related feedback.**

**15.2-3** To promote prompt, professional conversation, there is an **Instructional Assistance Conference** form, **Appendix L** and guidelines for the school administration to use in conducting Instructional Assistance Conferences with teachers. This Conference may be used to bring focus on instructional changes desired without requiring a teacher's **evaluation** to be marked down or the development of a formal written plan of improvement. The Instructional Assistance Conference does not replace the formal written plan of improvement and is not disciplinary in nature. It is intended to facilitate professional conversations.

**15.2-3** Videotaping shall not be used to record data for the basis of any teacher observation or evaluation. Videotaping, with the expressed written permission of the teacher, may be used for non-evaluative purposes, such as mentoring or for certification purposes.

**15.2-4** The setting of **TARGET (Teachers' Action Research Goals and Educational Timeline)** goals is not a part of the evaluation process. **TARGET** goals are aspirational goals, and neither the achievement nor the non-achievement of a goal shall affect a teacher's rating on any EPC.

**15.3** The process of **evaluating** teachers will be ongoing during the school year. Teachers will be fully informed of the criteria and procedures associated with the evaluation process as outlined in the **Evaluation** Manual. All procedures and timelines, as outlined in the **Evaluation** Manual, shall be followed. Teachers will be provided electronic access to the **Evaluation** Manual within their first 15 work days. **All teachers new to the evaluation process shall be trained within the first 10 contract days of employment.**

**15.4** A written report of each **evaluative observation conducted by the evaluator, including walk throughs, informal observations, and formal observations** will be made and given to the teacher **within five contract days**. **The formal observation will include a pre-conference and a post-conference for all Category I teachers, and a post-conference for all Category II teachers. A pre-conference will be held at the request of a Category II teacher.**



**15.5 During the final evaluation meeting (OAPER) the teacher and evaluator must have a full and complete discussion of the ratings and the evidence. Teachers may bring additional evidence to the meeting to support their opinion. In addition to the appeals process, teachers have the right to make a written response to the evaluation and have it put in their personnel files. If student performance data is not available for the teacher, this final evaluation meeting will occur in two stages with the full and complete discussion of the student performance data occurring within ten (10) contract days of the data being received by the evaluator. Stage One will consist of the completion of the EPCs, self-evaluation and student demographic impact factors prior to the end of the school year. Stage Two will consist of all student achievement data and will occur within ten (10) work days of the data being received by the evaluator. *For the 2012-2013 school year, the Stage Two full and complete discussion will be scheduled for a designated staff development day during the annual pre-planning week. Teachers who transferred to a different school/worksite will be given scheduling priority on this day. Mileage to the former school/worksite shall be reimbursed.***

**15.6 In the event a teacher is evaluated as not being effective in one or more of the EPCs, the evaluator will provide a recommendation for improvement based on a specific deficiency as defined by the appropriate EPC rating rubric.**

**15.7 If performance concerns exist the following steps shall be taken:**

- 1. The evaluator shall hold a professional conversation with the teacher to identify specific areas of concern coupled with suggested actions to be taken to assist the teacher with the improvement of professional practice. Monitoring will be ongoing.**
- 2. If the problem persists, the evaluator will conduct a focused observation in the area of concern using the Global Observation Instrument (GOI). Monitoring will be ongoing.**
- 3. If, after the focused observation a teacher is still performing below the effective level in an identified EPC, the evaluator shall meet with the teacher to discuss the concerns and develop a plan for improvement.**

**15.7-1 Outcome of the Final Evaluation**

**a. All Category I and Category II Annual Contract teachers who receive a Highly Effective or Effective score on the most current OAPER will be renewed if the teacher has not had Progressive Discipline beyond a Step 1 Written Confirmation of a Verbal Warning for the current school year.**

**b. Professional Service Contract Teachers: The provisions in Section 1012.34(4) Florida Statutes – Notification of Unsatisfactory Performance will be followed.**

**c. Category II teachers will follow Section 1012.34, Florida Statutes, concerning Overall Unsatisfactory Performance.**

**d. Under the requirements of Section 1012.335, Florida Statutes, an Annual Contract will not be awarded if a teacher receives two consecutive annual performance evaluation ratings of Unsatisfactory, two annual performance evaluation ratings of Unsatisfactory within a 3-year period, or three consecutive annual performance evaluation ratings of Needs Improvement or a combination of Needs Improvement and Unsatisfactory.**

**15.8** The immediate supervisor of the teacher will forward the **evaluation** report to appropriate personnel.

**15.9** Personnel in positions other than classroom teachers, as listed in Article I will be assessed using the appropriate **evaluation/procedure** forms.

**15.10** Any committee created to develop, review, or change **evaluation** form(s) called for in Article XV shall be **advisory in nature to the District and Association bargaining teams. The committee shall** include a representative from elementary, middle school, high school, and alternative education.

**15.11** All procedures as outlined in the District’s Teacher **Evaluation Manual** will apply to staff of the Polk Virtual School with the following exceptions:

**15.11-1** There will NOT be a formal observation using the Observation Instrument to gather **evaluation** data related to appropriate Domain and Essential Performance Criteria (EPC). Rather, in lieu of the observation, the teachers will provide evidence to the supervisor related to the following expectations:

- Electronic mail interchanges between teacher and student to equal no less than one correspondence per week.
- Samples of student work per term with evidence of instructor feedback.
- Periodic evaluations between teacher and students as defined and documented through timely student progress checks.
- Phone log of teacher/student interaction as applicable.

Evidence may be provided in the format of checklists, log entries, student portfolio, etc.

While all EPCs in the Teacher **Evaluation** system are applicable to teachers of the Polk Virtual School, some of the specific sample indicators of performance may vary in nature from those identified in the Teacher **Evaluation Manual**. The supervisor and teacher will review the sample indicators and determine their applicability to the specific role of the teacher in the “virtual school” environment.

**15.12 Evaluation Appeal Process – Employees may appeal using an expedited appeal procedure limited to 3 steps: Step 1, Step 2, and Arbitration. The Arbitration step will be an expedited process with no submission of briefs and the arbitrator will issue a written decision. Expedited Arbitration will include setting a panel of mutually agreed upon and available arbitrators to hear multiple cases in a day.**

**Serious procedural violations may result in the removal of an annual evaluation and the evaluation rating will default to the student achievement rating.**

**15.12-1 While the OAPER may be appealed, only overall ratings of Needs Improvement or Unsatisfactory, or when Performance Pay is implemented and the score on the evaluation precludes an employee from receiving Performance Pay, may be submitted for arbitration. If a rating is successfully appealed, the rating shall be corrected and the evaluation recalculated. Overall ratings that are Developing (in the first three years of employment) or Effective are only eligible to be processed through the first two steps of the appeal process. A teacher may appeal through the first two steps of the evaluation appeal any of the individual ratings governed by an EPC rubric Domain. Such appeal shall be based upon a procedural violation of the process, a misinterpretation of a system rubric.**

- a. Step 1-A - Notice of Appeal, no later than the 175<sup>th</sup> day of student contact, the employee must file in writing with their principal and copy the Senior Director that a concern exists. The parties will meet to discuss the concerns no later than five (5) work days (day 185) after the last student contact day. A decision will be issued in writing within two (2) work days.**
- b. Step 1-B – If the Student Achievement data is not available in order to have the full and complete discussion of the OAPER by the 165<sup>th</sup> day as required in 15.5 above, the teacher shall have ten (10) contract days after the discussion is concluded to submit a written notice of a concern to their evaluator and the Senior Director.**
- c. Step 2 - If the employee is not satisfied with the outcome of the discussion, the employee may schedule a meeting with the Superintendent or his/her designee. The parties will meet to discuss the concerns within five (5) work days. A decision will be issued in writing within two (2) work days.**
- d. Expedited Arbitration - If the employee is not satisfied with the outcome of the previous step they may, within five (5) work days (day 199) or within ten (10) contract days following the completion of the OAPER, whichever is later, request Expedited Arbitration as an option to resolve their evaluation appeal. The District's and the Association's intent is to mutually pre-select a panel of arbitrators and contact them to establish a potential calendar of arbitration dates into which employees with appeals may be scheduled. Further, the intent is to keep individual hearings to approximately four (4) hours maximum with the arbitrator requested to submit a decision within two (2) work days. Expedited Arbitration will take place as timely as possible. Dates will be agreed upon by the District and Association.**
- e. Miscellaneous Provisions:**
  - 1. The Board and the appellant shall not be permitted to assert in such arbitration proceeding, any ground or rely on any evidence not**

previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

2. The Board and the Association shall share equally the fees and expenses of the arbitrator when the appeal is processed by the Association. Neither the bargaining agent nor the Board shall be responsible for the cost of an arbitration by a member of the bargaining unit when the appeal is not processed by the Association.
3. No reprisals of any kind shall be taken against any party participating in the appeal procedure.
4. Notwithstanding the expiration of this agreement, any appeal arising while the agreement was in effect may be processed through the appeal procedure until resolution.
5. Any teacher for whom an appeal is sustained shall be reimbursed in accordance with the award of the arbitrator.
6. Each party shall bear the full cost of its representation at all steps of the appeal procedure.
7. A teacher shall have the right to have an Association member representative present when an appeal is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed and the Association staff will have the right to appoint an Association member to attend the informal session.

15.12-2 If the number of appeals is larger than the number of available times to hold appeals the District and the Association will meet to discuss extensions of the timelines.

15.12-3 If an appeal is filed, no human capital decisions will be made based upon that evaluation until the appeal process has been completed.

15.13 Teacher Evaluation Advisory Committee Process – The committee will meet at least twice annually and make recommendations to the Superintendent or as determined through collective bargaining processes and will make recommendations for system changes by July 1 of each year.

15.14 Certain adjustments in system processes may need to be made during the initial year of implementation due to unknown factors related to the stability and reliability of student achievement data. The Teacher Evaluation Advisory Committee may make related recommendations pertaining to system processes if that occurs. Any changes in the system processes during any year will be submitted to the FDOE for review and approval, as appropriate.

15.15 In order to ensure the quality of the implementation of the Teacher Evaluation System, a mid-year survey of teachers and evaluators will be written by the Evaluation Committee and administered to teachers and evaluators. The results of the survey will be compiled and reported to the Evaluation Committee. The Evaluation Committee will review the compiled results of the survey and take appropriate action as needed.

**15.16 An Improvement Model for 2011-2012 teacher evaluations will consist of three weighted observation processes: Walkthroughs, Informal and Formal. When calculating a final rating for each EPC, completed Walkthrough Observations will account for 25%, completed Informal Observations will account for 25%, and completed Formal Observations will account for 50%. Further, weighting will be established for all observations which place less emphasis on observations conducted nearer the beginning of the school year and progresses with greater weight given to those conducted nearer the final rating. Weighting for Walkthrough Observations will reflect specific time periods progressing from 3% in the first time period, 5% in the second time period, 7% in the third time period, and 10% in the last time period. Similar progressive weighting will be established where multiple Informal or Formal Observations are completed. The formula will generate final EPC ratings of Highly Effective, Effective, Needs Improvement/Developing, or Unsatisfactory.**

**15.16-1 The Student Performance rating will be calculated as follows:**

$$\text{Aggregated Teacher VAM} = \frac{\text{VAM}_{\text{current year}}}{|(\text{VAM}_{\text{avg (VAMyear 1+2+3)}})|}$$

**VAM equals Value Added Model.**

**An Aggregated Teacher VAM score for 2011-2012 equal to or greater than -1.0 through 1.0 equates to 65 points, in the Effective range, in the Student Performance Data table.**

**15.16-2 The data collected in the 2011-2012 school year will be monitored and revisions to the weighting and formula models will be amended as necessary.**

## **ARTICLE XVI - TEACHER DISMISSAL PROCEDURE**

**16.1** The following procedure will be used to help continuing contract teachers correct deficiencies prior to the implementation of the formal NEAT Procedure.

**16.1-1 NOTICE** - written notice to the individual that deficiencies exist which, if not corrected, could lead to the implementation of the formal NEAT Procedure.

**16.1-2 EXPLANATION** - Full and complete explanation of deficiencies and suggested corrections.

**16.1-3 ASSISTANCE** - Administrative and supervisory assistance offered and provided.

**16.1-4 TIME** - Reasonable time provided for correction of deficiencies.

**16.2 DEFINITION OF INCOMPETENCY** - Incompetence is defined as the inability or lack of fitness to discharge the required duties as a result of inefficiency or incapacity.

**16.3** The formal **NEAT PROCEDURE** will be initiated only after consultation and suggestions for improvement by the immediate supervisor have failed to help the teacher improve.

**16.3-1 NOTICE AND EXPLANATION:** The principal will inform the teacher in writing that the evaluation and assistance procedure is being initiated. This letter will include the listing of the area or areas of weakness, which, if not improved, may result in dismissal. The immediate supervisor will send copies of this correspondence to the Superintendent, area assistant Superintendent, chairman of the Board, and the Association.

**16.3-2 ASSISTANCE BY ADMINISTRATOR** and explanation:

A. The Superintendent will assign an administrator with knowledge in the subject area to develop a planned program of improvement for the teacher. This should be done as soon as practical after receiving the letter from the immediate supervisor.

B. The assigned administrator, in cooperation with the immediate supervisor and the teacher, will begin to develop a planned program for improvement as soon as practical after being notified of the assignment.

1) The administrator shall observe the teacher in the classroom not fewer than 55 consecutive minutes or one full class period prior to the development of a planned program.

2) The administrator shall discuss the observation and the program for improvement with the teacher at the time it is presented to the teacher. The administrator and the teacher shall sign the report. Copies of this observation report and the plan for improvement shall also be submitted to the principal, the Superintendent, and area assistant Superintendent.

3) The administrator shall make a second classroom observation within 30 workdays after the planned program was presented to the teacher. The report of this observation, including noted improvement in the areas of weakness listed by the principal, will be discussed with the teacher. The administrator and the teacher will sign the report. Copies of this report will be submitted to the teacher, principal, area assistant Superintendent, and Superintendent.

**16.3-3 ASSISTANCE BY EXPERTS:** The Superintendent shall also appoint three experts, who shall be experienced teachers in the same field as the teacher being evaluated, to observe the teacher and make suggestions for improvement. The three experts shall conduct their investigation within 14 workdays after their appointment and without contact with one another.

(A) Each expert will observe the teacher in the performance of his/her teaching duties for not less than two (2) class teaching periods or at least 90 minutes.

(B) Each expert shall submit a written report of his/her individual observations with recommendations for improvement to the teacher with copies of the report to the administrator and the immediate supervisor.

(C) Each expert shall conduct a second observation of the teacher in the performance of his/her teaching duties of at least two (2) periods or 90 minutes, and between 25 and 35 workdays after the first observation. The expert shall make a final

written report of his/her observations, noting improvement or lack of improvement. Copies of this report will go to the teacher, immediate supervisor, and the administrator.

(D) After the experts have made their second observation, the administrator will make a third observation and report as to the teacher's improvement. The administrator will discuss this observation report with the teacher and the principal. This report will be signed by the administrator, teacher, and principal. Copies will be submitted to the teacher, principal, Area Assistant Superintendent and Superintendent.

(E) All observation reports shall become a part of the teacher's personnel file.

(F) Experts, serving as observers, shall be given adequate release time from their regular duties to conduct the observations of the teacher in the performance of his/her teaching duties.

**16.3-4 TIME FOR DECISION:** As soon as possible after sixty (60) workdays from the day the planned program was discussed with the teacher, but not later than ninety (90) workdays, a decision will be made.

(A) The immediate supervisor shall meet with the teacher and administrator to review and discuss all the observations and evaluations.

(B) The teacher may request anyone of his/her choice to be present at this meeting.

(C) Within fourteen (14) days following this meeting, the immediate supervisor shall make his/her written recommendations as to the competency or incompetence of the teacher. The teacher shall sign this recommendation and retain a copy. Copies of this recommendation shall be sent to the area assistant Superintendent, administrator, Superintendent and the Association.

## **16.4 PROFESSIONAL SERVICE CONTRACT TEACHERS**

**16.4-1** A teacher holding a Professional Service Contract who is not performing his or her duties in a satisfactory manner based on the teacher's assessment instrument shall be notified by their evaluator in writing of such determination. The notice must describe such unsatisfactory performance and include the notice of the procedural requirements as listed in § 1012.34 of Florida Statutes.

**16.4-2** Upon delivery of a notice of unsatisfactory performance, the evaluator must confer with the employee, make recommendations with respect to specific areas of unsatisfactory performance in writing, and provide assistance in helping to correct deficiencies within a prescribed period of time.

**16.4-3** The employee shall be placed on performance probation and governed by the provision of Florida Statute § 1012.34 for 90 calendar days from the receipt of the notice of unsatisfactory performance to demonstrate corrective action. School holidays and school vacation periods are not counted when calculating the 90 calendar day period. During the 90 calendar days, the employee must be observed a minimum of three times and apprised of progress achieved in writing and must be provided assistance and in-service training opportunities to help correct the noted performance deficiencies.

**16.4-4** Within 14 days after the close of the 90 calendar days, the evaluator must assess whether the performance deficiencies have been corrected and forward a recommendation to the Superintendent. Within 14 days after receiving the evaluator's

recommendation, the Superintendent must notify the employee in writing whether the performance deficiencies have been satisfactorily corrected and whether the Superintendent will recommend that the school board continue or terminate his or her employment contract. If the employee wishes to contest the Superintendent's recommendation, the employee must, within 15 days after receipt of the Superintendent's recommendation, submit a written request for a hearing as provided in § 1012.34 of Florida Statutes.

## **16.5 MISCELLANEOUS PROVISIONS**

**16.5-1** When illness or other incapacity of the teacher or observer prevents the completion of the observation on schedule, the time limits shall be extended to such time as the teacher or observer can be present for the observation.

**16.5-2** This procedure does not prohibit immediate suspension and subsequent dismissal for just cause as outlined in Florida Statutes § 1012.79 or the use of the Florida Education Practices Commission procedures.

**16.5-3** The immediate supervisor may drop this evaluative procedure at the conclusion of any step in the procedure if he/she determines that it is no longer necessary. The teacher will be notified in writing of this decision and any further recommendations.

**16.5-4** This procedure shall not be utilized in cases of physical or emotional incapacity to discharge the required duties of a teacher.

## **ARTICLE XVII – TRANSFERS AND CHANGES IN ASSIGNMENT**

**17.1** A transfer is a change in teaching position from one work location to another, excluding countywide assignments. A transfer is also any change which would cause a teacher to teach any part of the day at a different school from his/her initial school assignment, excluding countywide assignments. A change of assignment is from one subject area or department to another, or from one grade to another, within the same work location.

**17.2** Principals shall keep their faculties informed as to vacant positions in their schools by posting such vacancies at the teacher sign-in location. Teachers who would like to change from grade and/or subject assignment within a school shall file a written statement of such desire with the principal. The principal shall consider all such requests and make a decision as to the change based on the teacher's qualification, certification, and educational program of the school. The principal will give written notification of his/her decision to each teacher who has filed a written request. The change in assignment will be subject to approval by the District Certification/NCLB Compliance Department.

**17.3** All changes in assignment should be voluntary; however, the principal may make changes in teacher assignments at his/her own discretion when he/she deems it to be in the best interest of students, faculty, and educational program of the school. Such assignment changes may only be to areas for which the teacher is fully qualified and may not cause a teacher to work out-of-field. Principals shall strive to minimize the number of core academic subject area assignments. When such changes are made the reason(s) for the assignment shall be given in writing, if requested. Providing a reason will in no way limit the principal's discretion in making such assignments. Such reassignments shall not be used as a punitive measure. Any teacher being involuntarily reassigned shall not be deprived of his/her contractual salary for the remainder of the contract year.



**17.3-1** Should there be a reduction/loss in funding for a grant program, the teacher in such a grant funded position will be able to remain at the school/worksite at which he/she is assigned in a position for which he/she is fully qualified. If there are no vacant positions available, the school shall follow the procedure for “Loss of Units” in 17.6-1. This process shall retain the grant funded teacher as a part of the staff for any position for which the teacher is fully qualified.

**17.4-1 Request for Transfer:** Unless the teacher and both principals agree, no transfers shall be allowed during a period spanning from 14 calendar days before the first teacher contract day until after the 20<sup>th</sup> teacher contract day. A transfer will not be considered unless the teacher is fully qualified for such vacancy. All transfers shall be initiated by the receiving principal, with copies to the releasing principal or immediate supervisor and the Human Resource Services Division. The principal, when making his/her decision, shall consider each teacher requesting transfer as to his/her experience, general background and preparation, competence and commuting distance (Energy Transfer). The transfer of the teacher will be subject to Board approval.

**17.4-2 Transfer During School Year:** Teachers may request to be transferred when there are vacancies for which the teacher is fully qualified. Should a teacher be offered and accept a position during the school year, then the releasing principal must release the teacher from their school within twenty teacher contract days after being contacted by the receiving principal.

**17.4-3 Request for Transfer Between School Years:** A teacher's request for transfer from one school to another shall be made on a form readily available on the District's website and located in the teacher collective bargaining agreement Appendix B. The transfer request (i.e. voluntary, energy) will be submitted to Human Resource Services. The Human Resource Services Division will prepare a master list of all teachers seeking transfers and distribute this list with the teachers' preferences to all principals and the Association for their review and consideration. Placement on the list does not guarantee a transfer. It is the responsibility of the teacher to notify the principals where vacancies exist in order to be considered for the vacancy. The transfer will be subject to approval by the District Certification/NCLB Compliance Department.

**17.5** A current list of vacant positions, including Polk Virtual School, will be maintained for all teachers to view on the District's website ([www.polk-fl.net](http://www.polk-fl.net)). All vacancies will be advertised for a minimum of five workdays, except for the ten (10) calendar days prior to the first work day in order to meet the mandate for fully staffed schools. The website will indicate the subject area or grade level of the vacancy, the date the vacancy will occur, and the worksite at which the vacancy exists. A vacancy shall be deemed to exist when a full-time employee is sought to fill a full-time position, after worksite reassignments have been completed, if applicable.

**17.5-1** Candidates interviewed for positions will be notified in writing when the position has been filled.

**17.6-1 Involuntary Transfer:** The Board and the Association recognize that it may be necessary to transfer a teacher or teachers involuntarily. Such transfers will only be made for one or more of the following reasons:

- 1) Loss of units
- 2) Providing for a racially balanced school staff
- 3) Dividing a school faculty to form a new school
- 4) Phasing out a program or grade level
- 5) Changing a program
- 6) Closing a school

- 7) Providing for a comparability of schools for Federal program
- 8) Placing a teacher who has been teaching out of field of certification into his/her field of certification
- 9) Comply with a court order
- 10) Redistricting of schools
- 11) Comply with state and federal legislation

**17.6-2** In unusual and special circumstances the Superintendent may recommend to the Board that a teacher be transferred from one position to another specific position for good and sufficient reasons. Any teacher being transferred under this section may not be placed into an out-of-field assignment or a position for which the teacher is not fully qualified and the teacher may receive written reasons for the transfer, if so requested. Such transfers shall not become effective until approved by the Board.

**17.6-3** Teachers placed on the involuntary transfer list **are considered displaced** and, it is their responsibility to provide the Human Resource Services Division with a current/temporary address and phone number. Continuing Contract and Professional Service Contract teachers will be guaranteed placement. Annual **or Probationary Contract** teachers will be guaranteed placement only during the term of their contract. If there are not enough positions for placement, the provisions of Article XIX Layoff shall be followed.

**17.6-4** When transfers become necessary, no new teacher will be placed to fill positions for which **displaced** teachers are fully qualified until the teachers have been offered these teaching positions.

**17.6-5** Involuntary transfers that are necessary because of complying with a court order or moving teachers into a position for which they are fully qualified will be done by the Board after a recommendation by the Superintendent. Any transfer (involuntary or voluntary) for the purpose of compliance with a legal mandate, or for the purpose of the racial balancing of a faculty to comply with court orders will take precedence over seniority when determining teachers to be transferred.

**17.6-6** When transfers become necessary as a result of reasons 1 thru 11 in 17.6-1, the Superintendent or the designee shall notify the Association of the staffing allocation changes planned for each affected school. Human Resource Services shall provide the principal of each affected school a list of the school's teachers. The list will include each teacher's seniority date and list all certifications on file for which the teacher is fully qualified. Each teacher shall be provided his/her personal information. Before involuntary transfers are made, the principal will announce the position changes planned for the school to the entire staff. Volunteers for involuntary transfer shall be requested. Within the timeline provided by Human Resource Services, the principal shall meet with departments and/or individuals to discuss the impact of the required changes. A list of potential openings shall be maintained and available electronically for the teachers to review on the District's website ([www.polk-fl.net](http://www.polk-fl.net)). Teachers will be provided at least 24 hours to volunteer in order to allow review. If there are more volunteers than needed to reduce the units in that school, the volunteering teacher(s) with the most seniority in the district (as defined in 17.8) shall be submitted for placement on the districtwide displaced list.

**17.6-7** If there are not enough volunteers for displacement, then involuntary transfers shall be made based upon seniority as defined in 17.8. All teachers remaining at the school must be approved for their assignments by the Human Resource Services Certification/NCLB Department and shall be fully qualified, or if not fully qualified, may be considered for an authorized out-of-field assignment. A list of teachers being

involuntarily transferred shall be submitted to the District and be placed on the districtwide displaced list according to their seniority and contract status.

**17.6-8** When a group of teachers is involuntarily transferred as a result of reasons 1 thru 11 in 17.6-1, the Human Resource Services Division will make available to each transferring teacher and the Association a current list of vacancies. Teachers may apply and will be considered for any position for which they are fully qualified. If these teachers are not chosen for the position for which they applied, then the Superintendent will place them in a position for which they are fully qualified.

**17.7** Any Continuing Contract/Professional Service Contract teacher **placed on the displaced list** shall be assigned to a position for which he/she is fully qualified by the Assistant Superintendent for Human Resource Services. Refusal by the teacher to accept such assignment shall release the Board from any further obligation to that teacher.

**17.7-1** The Superintendent shall submit the contract renewal recommendations for employment to the Board for action at least two weeks prior to the end of the school year. Any annual or Probationary Contract teacher not rehired may appeal this decision through the two levels of (1) Senior Director, (2) Superintendent or designee. Any annual or Probationary Contract teacher whose position is eliminated, who would have been recommended for reappointment by his/her immediate supervisor, if an opening existed, shall be placed on a "Permitted Re-hire" list.

**17.7-2** Existing information regarding non-reappointment and displacement shall be provided electronically to the Association including the CC/PSC Displacement List, the Permitted Re-hire List, and the current vacancy list.

**17.7-3** Principals/immediate supervisors shall notify the Business Services Division of vacancies immediately after they occur.

**17.7-4** In the event a vacancy occurs within a school from which an Annual Contract teacher has been displaced and after CC and PSC teachers in the district have been assigned and if the Annual Contract teacher is fully qualified, he/she shall be appointed to fill that vacancy unless the teacher has been placed in another position.

**17.7-5** Prior to the beginning of the school year teachers in out-of-field assignments will be given first consideration for in-field vacancies as they occur. It is the responsibility of the teacher to make application for any such vacancies as listed on the District's website ([www.polk-fl.net](http://www.polk-fl.net)).

**17.7-6** The Permitted Re-hire list shall be distributed to all principals and persons thereon will be given first consideration for appointment to open positions for which they are fully qualified before new hires. The Human Resource Services Division will have ongoing contact with principals with open positions to encourage that the employees on this list be interviewed with the goal of re-hiring these employees as quickly as possible. The Human Resource Services Division will regularly provide the Association with updates regarding the progress of assisting the employees on this list. A final employee status update will be provided the Association regarding those employees who were rehired, those who were offered no position, those who were offered a position and chose not to return, and those who dropped out of the process for any reason.

**17.8** Seniority is defined as continuous service, which begins with the effective date of employment as a teacher in the District. **If the employment dates as documented on the School Board's agenda are the same for more than one teacher, and it becomes necessary to determine the order of seniority among said teachers, then the date/time that each was nominated as a teacher candidate as documented on the automated recruitment and hiring system candidate report will be used to determine seniority.** Approved leaves of absence will not be considered as a break in seniority.

## **ARTICLE XVIII – PROMOTIONS AND VACANCIES**

**18.1** It is recognized that the law charges the Superintendent with the full responsibility for recommending personnel for promotion, transfer and reassignment.

**18.2** The Board and the Superintendent shall continue to implement and review their plan of affirmative action for recruitment, selection, promotion, and retention of minority and women employees of the school system. The Association will be advised of any proposed changes in the affirmative action program and through the personnel office may make suggestions for improving the plan.

**18.3** It is agreed that the Superintendent should find and the Board will employ the best-qualified persons for all positions by giving full consideration to all qualified persons.

**18.4** Promotion is defined as a change in job designation from a teacher to a coordinative, administrative or supervisory position.

**18.5** The Board and the Association agree on the following procedures for promotions:

**18.5-1** All teachers who wish to be considered for an advertised promotional vacancy shall notify the Superintendent or his/her designee in writing indicating the position in which they are interested and their educational qualifications.

**18.5-2** Teachers who wish to be considered for a school based administrative position must apply for the related applicant pool. Applicant pools will be open twice per year. Interested persons must submit a written application, resume and letters of reference and must participate in screening activities to determine placement in the applicant pool in accordance with the procedures for screening and selection outlined in the district Human Resource Management Development Plan.

**18.5-3** The Superintendent's Affirmative Action selection committee will review and consider all applications in the qualified pool of applicants and then select the applicants to be interviewed by the committee. The Superintendent or his/her designee shall notify the candidates as to time and place of the interview with the committee. Those candidates not selected by the committee for an interview shall also be notified. Upon completion of the interviews, the committee will make their recommendations to the Superintendent after consideration of all applicants.

**18.5-4** The Superintendent shall make recommendation(s) to the Board for promotional appointment(s) after the advice and recommendation(s) of the Superintendent's Affirmative Action selection committee and the principal or supervisor of that position. Those not recommended for the position by the Superintendent shall be so notified prior to the recommendation being made public except in case of emergency.

If the Board rejects the Superintendent's nomination(s), the Superintendent shall make additional recommendations based on the above procedures.

**18.5-5** Preference will be given to qualified teachers in the Polk County school system, but this does not preclude qualified persons from outside the system from being considered and recommended.

**18.6** Except for emergency temporary appointments, the following procedure shall be used when advertising vacancies in coordinator, administrative or supervisory positions.

**18.6-1** No advertisement of vacancies need be made when said positions are filled by lateral transfers or demotional transfers or if an administrative/supervisory position is upgraded and the person presently serving in the position is qualified and would be recommended to fill the position. The upgraded position will be advertised if the person in the position is not qualified and/or would not be recommended for the position. The last position open after lateral transfers have been made shall be defined as a promotional vacancy.

**18.6-2** When a promotional vacancy or newly created position occurs, the Superintendent or his/her designee will publicize the vacancy and the qualifications on the District's website at least five (5) business days\* before making a recommendation to the School Board. A promotional transfer is defined as a transfer involving a change in job designation and an increase in salary.

\*Business day - When the school district is open for business. Excludes holidays, weekends, and shut down periods.

**18.6-3** The Superintendent shall supply the Association with a current list of all administrative vacancies upon request.

## **ARTICLE XIX – LAYOFF**

**19.1** Currently Florida Statute 1012.33 requires that within a program area facing reduction, the employee who has the lowest performance evaluation is to be the first to be released. The following process shall be piloted during the 2012-2013 school year to determine the employee with the lowest performance rating if a layoff is declared. Should the prohibition against our previous seniority based system be removed, the Board and the Association agree to return immediately to this previous system. The Board and the Association agree to review this new system in bargaining during the 2012-2013 school year.

**19.1-1** A reduction in force (RIF) may be declared by the Board when it needs to reduce the number of teachers district wide because it does not have enough positions for teachers based upon their areas of certification. Prior to declaring a RIF the District will review all open positions to determine if assigning teachers into vacant positions may negate the need for a RIF.

**19.1-2** Prior to declaring a RIF the Superintendent or designee shall have a meeting with the Association to review the reason for the layoff and review any possible options which could alleviate the necessity for a RIF.

**19.1-3** The Association shall be provided a final list of employees identified for layoff including their SAP#, current assignment, certifications on record, and the total points received on their current Overall Annual Performance Evaluation Rating (OAPER) noting any additional tie breaker used to determine the potential layoff order. The Association will be provided an opportunity to review the list and request clarification prior to any employee being notified.

**19.1-4** Selection of employees for RIF shall be based on their areas of certification being in an area identified for RIF.

**19.2** Should the District prepare to declare a RIF, the District shall first choose among those employees with Probationary Contracts or with no OAPER or an incomplete OAPER following the criteria below.

**19.2-1** The Superintendent or designee will provide the Association a list of all teachers on Probationary Contracts or who have no OAPER or an incomplete OAPER because EPC(s) ratings or the Student Performance rating has not been completed. The list will include each teacher's current assignment and a list of each teacher's areas of certification currently on file with the District.

**19.2-2** Teachers with Probationary Contracts or with no OAPER or an incomplete OAPER and with a corrective action plan will be released first. When no employee on a corrective action plan remains in an appropriate area of certification, then selection will be made among those teachers in this group who have no OAPER.

**19.2-3** Should the District's RIF necessitate identifying additional employees for layoff, the selection will fall to those teachers in this group with an incomplete OAPER. These employees will be chosen for RIF based upon the fewest number of points earned. In case of a tie, the selection will be made by drawing lots.

**19.2-4** Should the District's RIF necessitate identifying additional employees for layoff, the selection will fall to those Probationary Contract teachers in this group, if any. These employees will be chosen for RIF based upon the fewest number of points earned for their annual evaluation. In case of a tie, the selection will be made by drawing lots.

**19.3** Should the District's RIF necessitate identifying additional employees for layoff, the District shall choose among those Annual Contract employees with a completed OAPER according to the following criteria. The District will identify all Annual Contract teachers districtwide assigned to teach the course codes needing further reduction and identify their areas of certification currently on file. As required by Florida Statute 1012.33, the completed evaluations will be reviewed and the total points earned on the last evaluation for each employee will be identified. The District will identify the required number of employees for RIF based upon those Annual Contract employees who have earned the fewest points on their current OAPER. Should two or more Annual Contract employees tie, the points earned on the previous year's OAPER shall be used in like manner to determine the

**potential layoff order. Should previous OAPERs be insufficient to break a tie, the selection will be made by drawing lots. The Association shall receive an initial list of potential Annual Contract employees to be laid off including their SAP#, current assignment, certifications on record, and the total points received on their current OAPER noting any additional tie breaker used to determine the potential layoff order. If there is a Probationary Contract teacher in a position for which the employee would be fully qualified, the Annual Contract teacher will be assigned into the position and the Probationary Contract employee will be reviewed under 19.2 for potential layoff.**

**19.3-1 Each employee identified in 19.3 for potential layoff will have their OAPER score compared with all other OAPER scores for Annual Contract teachers assigned to positions for which the employee is highly qualified. The Annual Contract employee with the lowest OAPER score will be identified for potential layoff. The process will be repeated until the employees with the lowest OAPER scores have been identified. Should a tie score be identified throughout this process, the procedure in 19.3 to determine layoff order shall be followed.**

**19.4 Should the District's RIF necessitate identifying additional employees for layoff, the District shall choose among those remaining employees according to the following criteria. The District will identify all teachers districtwide assigned to teach the course codes needing further reduction and identify their areas of certification currently on file. The District shall first select from among the Professional Service Contract (PSC) teachers, and, if not enough PSC teachers are available, Continuing Contract (CC) teachers. As required by Florida Statute 1012.33, the completed evaluations will be reviewed and the total points earned on the last evaluation for each employee will be identified. The District will identify the required number of employees for RIF from among the PSC teachers based upon those employees who have earned the fewest points on their current OAPER. Should two or more employees tie, the points earned on the previous year's OAPER shall be used in like manner to determine the potential layoff order. Should previous OAPERs be insufficient to break a tie, the selection will be made by drawing lots. The Association shall receive an initial list of potential employees to be laid off including their SAP#, current assignment, certifications on record, and the total points received on their current OAPER noting any additional tie breaker used to determine the potential layoff order. The same process will be used if it is necessary to identify any CC teacher for a RIF. If there is an Annual Contract or Probationary Contract teacher in a position for which the employee would be fully qualified, the PSC or CC teacher will be assigned into the position and the Annual Contract or Probationary Contract employee will be reviewed under 19.3 for potential layoff.**

**19.4-1 Each employee identified in 19.4 for potential layoff will have their OAPER score compared with all other OAPER scores for teachers assigned to positions for which the employee is highly qualified. The employee with the lowest OAPER score will be identified for potential layoff. The process will be repeated until the employees with the lowest OAPER scores have been identified. Should a**

**tie score be identified throughout this process, the procedure in 19.3 to determine Layoff order shall be followed.**

**19.5** A teacher whose job is being eliminated as part of a reduction in force shall be notified in writing concurrent with declaration by the District of impending layoff.

**19.6** No new teachers shall be hired to fill positions for which teachers on layoff are certified and qualified until laid off teachers have been offered teaching positions for which they are certified and/or qualified.

**19.7** Any teacher who has been laid off shall be recalled in inverse order (most senior), within the term of his/her contract, to the first vacancy in the district for which said teacher is qualified and/or certified to teach. Any Annual Contract teacher on layoff will be maintained on the recall list until a period of one year has elapsed.

**19.8** Within fifteen (15) days of the receipt of a certified letter of recall, a teacher shall notify the Human Resource Services Division in writing as to whether he/she will accept reemployment. Failure to respond to the letter of recall within the time required terminates the teacher's right of recall.

**19.9** Any teacher who would have qualified for regular retirement during the reduction year shall be permitted to teach that year so as to acquire needed service for regular retirement. After that year of teaching, he/she shall be subject to all procedures of personnel reduction.

**19.10** Upon reemployment of the teacher, all rights related to salary, fringe benefits and seniority shall be restored.

**19.11** Laid-off teachers may pay, on a monthly basis, the premiums for group life and hospitalization for a period up to one year. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation.

## **ARTICLE XX – PAID LEAVES**

**20.1 Sick Leave.** Teachers who are employed on a full time basis and who are unable to perform their duties because of their own illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of their own household, shall be entitled to sick leave. Sick leave shall be credited as follows:

Each member of the instructional staff employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the member at the end of that month and which shall not be used prior to the time it is earned and credited to the member. However, the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. The maximum number of sick leave days that can be earned is twelve (12). Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year.



There shall be no limit on the number of days of sick leave a member of the instructional staff may accrue, except that at least one-half of this cumulative leave must be established within the district granting such leave. The Superintendent may require a certificate of illness from a licensed physician for any teacher claiming sick leave pay.

Sick leave for teachers working beyond regular 196-day contract, including summer school teachers, will be calculated to the nearest 1/2 day using a 19.6 divisor.

**20.1-1** Each teacher will be given written notice of his/her accrued sick leave with each paycheck.

**20.1-2** A teacher shall have the right to use sick leave in one-half (1/2) day units.

**20.1-3** The Polk School Employee's Sick Leave Bank shall be maintained in accordance with the provisions established by the Sick Leave Bank Committee. The Association shall appoint members to the Sick Leave Bank Committee in proportion to the percentage of its members in the Bank.

**20.2 Personal Leave Chargeable to Sick Leave.** Teachers shall be permitted to be absent six (6) days each school year for personal reasons and these days shall be charged against accrued sick leave when used. This leave shall be non-cumulative. A teacher planning to use a personal leave day or days shall notify his/her principal or immediate supervisor at least one day (24 hours) in advance. The teacher shall not be required to give reasons for such leave except on such days as specified in this article. Sick leave used for personal reasons may not be used during the first five (5) days or the last five (5) days in which the students are in attendance, or immediately before or after the scheduled holidays of Labor Day, Thanksgiving, Winter Break, Spring Break, Memorial Day, preceding or following recognized holidays provided students are in attendance, or on a Staff Development Day as designated in the District Calendar, except in case of emergency. The teacher shall be required to give reasons when claiming an emergency. Teachers shall not be required to use personal leave chargeable to sick leave to attend a conference when their attendance is required by the administration.

**20.3 Illness in Line of Duty Leave.** Illness in the line of duty is granted up to a maximum of ten (10) days per year when any teacher is absent from his/her duties because of personal injury received in the discharge of his/her duty, or because of illness from any contagious or infectious diseases contracted in school work. Any personal injury received while on duty will be considered as a qualifying injury under this policy, provided the injury is reported to the immediate supervisor within twenty-four hours or by the end of the next workday. Any employee who has claim for compensation while absent because of illness/injury incurred on the job shall file a claim within five (5) working days following his/her return from such absence. Contagious or infectious diseases refer to those normally related to children such as measles, chicken pox, and mumps. Additional emergency sick leave may be granted out of local funds for such terms and under such conditions as the Board shall deem proper.

**20.4 Verification of Leave.** Upon return from leave the teacher will request from his/her principal or immediate supervisor and will be provided the necessary forms for verification of absence. Such completed forms shall be submitted to the immediate supervisor following the teacher's return from leave.

**20.5 Professional Summer School Leave.** Teachers who wish may apply for leave to attend summer school.

**20.5-1** Teachers who have not been reappointed to teach in Polk County the next school term will not be granted professional leave, and personnel who were not employed during the preceding year cannot be granted professional leave if they find it necessary to miss the opening of school or to be absent during pre-school because of college obligation.

**20.5-2** Five (5) days of professional summer school leave with pay may be granted to teachers attending colleges or workshops when the schedules are such that leave is necessary. The application for such leave must state the last day of registration or entry that can be made without penalty. Any leave exceeding five days must be personal leave. No summer school leave will be granted while the students are still in attendance. Teachers may appeal this decision to the personnel division for review and possible approval by the Superintendent.

**20.5-3** Professional summer school leave will only be granted to personnel to attend summer school as students receiving instruction and in no case will such leave be granted for those who accept positions as teachers or instructors for pay.

**20.6 Jury Duty.** Any teacher who is called for jury duty, subpoenaed as a witness in a case not involving personal litigation, subpoenaed by a court as a result of job related incidents, or as a witness on behalf of the Board shall be given leave and paid his/her full salary. The teacher must return to duty if he/she is dismissed from further duty by 11:00.

**20.7 National Guard and Reserve Training Leave.** Any teacher who is a member of a national military reserve unit or the National Guard shall be allowed up to seventeen (17) days without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during the regular school term.

**20.8** Teachers may request and may be granted temporary duty reassignment at the discretion of the Superintendent. Such temporary duty shall be considered equal to the regular duties of the individual, and teachers performing such assigned temporary duties shall not be considered to be on leave. Temporary duty reassignment may be granted upon request for attendance at state, regional or national academic area conferences. Special consideration shall be given for those persons who hold office in such organizations and/or have been invited to make a major presentation at said conference.

**20.9** Teachers who fail to notify their principal or immediate supervisor prior to taking a leave for which they wish to be paid may be charged with personal leave without pay, except in case of emergency.

**20.10** Upon notice to the principal/immediate supervisor, adoptive parents may use no more than five (5) days of accrued sick leave after exhausting personal leave chargeable to sick leave for adoption and/or prior to receiving custody to fulfill verified requirements for adoption which require the teacher's absence from school.

**20.11 Administrative Leave.** The Superintendent has the authority to place an employee on administrative leave if the Superintendent believes that it is in the best interests of the students, staff, or community.

**20.11-1** If an administrative leave extends beyond ten (10) workdays, the employee and the Association will be notified by the Director of Employee Relations, or his designee, the reasons for the extension.

**20.11-2** The employee placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

**20.12 Military leave** will be granted under the provisions of Florida Statutes 1012.66 to employees who are required to serve or volunteer to serve in the armed forces of the United States or this state. Employees on military leave shall be paid the difference between their School Board salary and their military salary if their military salary is less; however, vacation and sick leave time will not accrue for unpaid or partially paid military leave time. At the termination of service, employees must make application for re-employment within six (6) months following the date of discharge or release from active duty. The Board shall have a period not to exceed ninety (90) days to reassign the employee to duty in the school system. Such employee shall be offered his/her former position or offered a substantially similar position for which he/she is fully qualified.

## **ARTICLE XXI – UNPAID LEAVES**

**21.1** Unless otherwise specifically provided by law, the granting of leave shall be at the discretion of the Board. When it is granted by the Board, it shall be allowed on the basis of policies designed to protect the operation of the schools against undue interruption because of absence of personnel.

**21.2** Leave granted on the request of a teacher shall be for particular purposes or causes which shall be set forth in a written application for leave. The Board reserves the right to determine that the leave is used for the purposes or causes set forth in the application and if not so used, the Board shall cancel such leave.

**21.3** Leave shall be officially granted in advance and shall not be granted retroactively, provided that leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.

**21.4** Up to a year of educational leave may be granted teachers who are on a continuing contract or professional services contract. This leave is for the purpose of engaging in full-time activities as a student, which will result in his/her professional benefit or advancement. Application for such leave shall be submitted to the Superintendent in a timely manner to allow the immediate supervisor to secure a qualified replacement. Upon return from such leave, the teacher shall be offered his/her former position or if it has been eliminated, a substantially similar position for which he/she is fully qualified.

**21.5** Teachers may be granted up to one (1) year of medical leave for illness to themselves or members of their household. A statement of medical justification from a licensed physician must accompany the application for leave, and a licensed physician's statement may be required for reinstatement from leave.

**21.5-1** Teachers who have been employed for at least 1,250 hours over the previous twelve (12) months may apply for a leave of absence under the Family and Medical Leave Act (FMLA) and the provisions of Polk County School Board's Family and Medical Leave Procedures for up to twelve (12) weeks during a school year for eligible reasons. Teachers granted this leave who are eligible and receive insurance under Article XXIII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave. The employee will have the option to use available paid leave days (sick, personal chargeable to sick, and/or vacation) concurrently with FMLA leave. The School Board shall require medical certification from employees returning from medical leave, and the employee will be restored to the same position held prior to the start of the leave.

**21.6** A parental leave of absence may be granted to a teacher for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months.

**21.7** Teachers returning from medical leave or parental leave within one year shall have the right to return to the same, if certified or, if that position has been eliminated substantially equivalent position provided that Annual Contract teachers must have been recommended, or would have been recommended, for re-employment by their principals. The teacher shall notify the principal no later than November 1 if he/she intends to return the second semester or by March 1 if he/she intends to return the first semester. Such teacher shall be assigned by the beginning of the next semester. A teacher returning from medical leave more than one year after leave commenced shall notify the Superintendent by November 1 if he/she intends to return the second semester or by March 1 if he/she intends to return the first semester, and shall, by the beginning of the next semester, be assigned to the first available vacant position in the District for which he/she is qualified, provided that if more than one (1) teacher has given notice pursuant to this paragraph. The teacher who gave such notice at the earliest date shall be assigned to the position in question.

**21.8** A teacher, upon annual application as provided in 21.4, may be granted a leave of absence without pay for the duration of the elected term(s) to serve in public office. Upon return from such leave, the teacher shall be offered a position in the district for which he/she is certified and qualified.

**21.9** Up to a year's personal leave without pay may be granted one time only for teachers who are on continuing contract or professional services contract and have seven (7) continuous years service in the district to include all approved leaves except leave for public office and Charter. In extenuating circumstances additional leave, not to exceed one year, may be requested of the Superintendent. All requests for extended personal leave without pay must be approved by the immediate supervisor before being submitted to the Superintendent. Upon return from such leave, the teacher shall be guaranteed a teaching position in the school district.

**21.10** Any teacher granted a leave of absence as provided in this article shall have the option to remain on active participation in all insurance programs for the duration of the leave, provided that the premiums for insurance programs be paid by the teacher on a monthly basis in advance of the month due. During the period of the leave, the teacher shall maintain the following at the same level as when leave commenced:

- 1) credit on the salary schedule
- 2) credit for seniority
- 3) credit for accumulated sick leave
- 4) maintenance of membership in the sick leave bank

Any teacher who is appointed to a civic board shall be granted personal leave without pay to attend meetings, not to exceed ten (10) days per school year. Teachers duly elected to City Commissions will be granted personal leave without pay to attend all authorized meetings. All such leaves shall be taken in full day increments only.

**21.11 Charter School Leave of Absence.** A teacher may apply for Charter School Leave for the school year and have it granted annually. Teachers applying for this leave are not required to be on a continuing or professional service contract and shall not be subject to the seven (7) continuous years service requirement as stated in 21.9 of this contract. The initial request for Charter Leave must be submitted to the Human Resource

Services Division no later than 30 calendar days prior to the effective date of the leave. Requests for renewal of Charter School Leave must be submitted by March 15 of each year if the employee wishes to renew this leave for the next **school** year. If Charter School Leave is not requested by this date, the teacher shall be considered terminated from the district and so notified in writing.

**21.11-1** Placement of teachers upon return from this leave will occur for the next opening for which they are qualified. District teachers who are currently working and those teachers covered in 21.7 shall be placed first.

**21.11-2** Teachers returning from Charter School Leave who begin the first day of the contract year will be eligible for insurance at the beginning of the month following their first contract day. Teachers who return from Charter School Leave following the first contract day will be eligible for insurance following 90 days of continuous employment.

**21.12 Domestic Violence Leave.** An employee who has provided advance notice and who has been employed full time by the district for at least three (3) consecutive months shall be permitted to request and, upon approval, take a maximum of three (3) working days of unpaid leave from work in the school year if the employee, or, a family or household member of an employee is the victim of domestic violence.

An employee seeking leave under this section must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave. Should sick leave be the only available leave remaining, the Superintendent or designee may waive this requirement if the reason for the request does not fall within the requirements for the use of sick leave.

**21.12-1 The purposes of Domestic Violence Leave include:**

- a. To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
- b. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- c. To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- d. To make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- e. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

**21.12-2 Procedures and Definitions.**

- a. "Family or household member" is as defined in s. 741.28(3), FS. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

b. "Domestic violence" is as defined in s. 741.28(2), FS or s. 741.313(1)(a), FS. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. s. 741.28(2), FS.

"Domestic violence" means domestic violence, as defined in s. 714.28, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. s. 741.313(1)(a), FS.

c. The employee requesting Domestic Violence Leave must notify the principal/supervisor at least two (2) school days in advance of the anticipated absence except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.

d. The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to Chapter 119, FS.

## **ARTICLE XXII - PROFESSIONAL COMPENSATION**

**22.1** All full-time teachers, with the exception of JROTC instructors, school psychologists, and secondary guidance counselors (defined as guidance counselors in schools housing seventh grade or above), will be paid for 196 days according to the salary schedule as shown in Appendix C.

**22.1-1** The standard year employment for psychologists is 216 days, however flexible length contracts of 196 days or 247 days may be made available at the discretion of the Coordinator of Psychological Services. Requests for the flexible contracts are voluntary and positions will be filled according to seniority as defined in Article XIX, Section 19.2. A balance of flexible contracts will be maintained. Psychologists may be permitted to change to a flexible contract before each new school year through the Coordinator of Psychological Services. School psychologists performing psychological assessments of students on Saturday will be paid based on the Adult School Salary Schedule as shown in Appendix E. If a student is a no show the School Psychologist shall remain at the worksite for two (2) paid hours. Should there be more psychologists requesting these assignments than available referrals, assignments will be given according to seniority in the county.

**22.1-2** JROTC instructors shall be given the option, at the beginning of the school year, of going on the teacher salary schedule or be paid on the basis of the Board's agreement with the various branches of the armed services. School psychologists and secondary guidance counselors shall be paid for 216 days according to the salary schedule shown in Appendix C.

**22.1-3** All teachers employed in the Polk Virtual School program shall observe the traditional calendar. Polk Virtual School instructional personnel shall be paid according to the salary schedule shown in Appendix F.

**22.1-4** College and Career Specialists will be paid for 216 days according to the salary schedule as shown in Appendix C.

**22.2** Teachers hired for the first time in Polk County will be placed on the appropriate step of the salary schedule (Appendix C) based upon verified out-of-county experience provided the out-of-county experience is verified in writing within 90 days of the date of hire. Upon written request credit will be allowed for time spent on active duty in military service up to four (4) years; a minimum of one full calendar year of active service is required, up to fifteen (15) years credit will be allowed for JROTC instructors; up to one (1) year of service in the Peace Corps will be credited for salary purposes. However, no more than fifteen (15) total years will be allowed for out-of-county experience including military service and Peace Corps.

Per FL Statute 1012.33, full credit on the salary schedule will be given for Florida public school experience. A year of experience on the salary schedule will be allowed when a teacher works one (1) day more than one-half the days of a full teacher contract year.

**22.3** Teachers who were previously classroom paraeducators in Polk County will be credited for one (1) year on the teacher salary schedule for each two (2) years of service credited as a classroom paraeducator. Request for credit shall be submitted in writing to the personnel office no later than ninety (90) calendar days after the first working day of the school year.

**22.3-1** Teachers who were previously employed as full-time Polk County School Board non-union professional/technical personnel will be awarded one (1) year of experience credit on the teacher salary schedule for every one (1) year of related service. Verification of experience credit must be received by the Human Resource Services Division Personnel Department within ninety (90) calendar days from date of hire to be paid retroactively to date of hire. Experience verification received more than 90 calendar days from date of hire will be effective on the date received by the Human Resource Services Division Personnel Department. A year of experience on the salary schedule is defined as working one day more than one-half the contracted days of the professional/technical position. Up to fifteen (15) total years will be allowed for related out-of-district experience in addition to all years of related in-county experience.

**22.3-2** Teachers who were previously employed full-time by a regionally accredited public or private school (K-12 or college/university level) will be awarded one (1) year of credit on the teacher salary schedule for every one (1) year of service. Verification of experience credit must be received by the Human Resource Services Division Personnel Department within ninety (90) calendar days from date of hire to be paid retroactively to date of hire. Experience verification received more than 90 calendar days from date of hire will be effective on the date received by the Human Resource Services Division Personnel Department. A year of experience on the salary schedule is defined as working one (1) day more than one-half the contracted days of the position.

**22.3-3** Teachers who were previously employed full-time by a non-regionally accredited public or private school (K-12 or college/university level) will be awarded one (1) year of credit on the teacher salary schedule for every two (2) years of service. Verification of experience credit must be received by the Human Resource Services Division Personnel Department within ninety (90) calendar days from date of hire to be paid retroactively to date of hire. Experience verification received more than 90 calendar

days from date of hire will be effective on the date received by the Human Resource Services Division Personnel Department. A year of experience on the salary schedule is defined as working one (1) day more than one-half the contracted days of the position.

**22.4** In order to be compensated for advanced degrees, all requirements must be completed and officially verified by Human Resource Services. Salary adjustments will be reflected retroactively to the date that the transcript was received by Human Resource Services.

**22.5** Teachers hired to work on supplemented assignments extending beyond the regular school workday will be paid for their duties in accordance with the supplementary salary schedule as set forth in Appendix D and all other provisions of this agreement.

**22.6** Teachers whose regularly assigned service is required beyond 196 days will be paid at the rate of 1/196 of their Annual Contracted salary for each day of service. The principal/immediate supervisor may recommend a supplemental contract for the number of days for which their services are required.

Agriculture, home economics, vocational teachers and media specialists shall be notified by April 1, others as soon as practicable as to the number of days beyond the 196 days for which their services will be required. The Superintendent will assign teachers to work beyond the 196 days as equitably as practicable among all the qualified teachers in the same classification who regularly perform such assignments. Assignment schedules beyond the 196 days shall not be made arbitrarily and shall be made only to meet program needs of the district and/or to meet DOE standards. School psychologists and secondary counselors shall work the same 196-day schedule as classroom teachers. The additional twenty days shall be designated annually by the principal/supervisor. The employee shall be given his/her work assignment no later than the last student contact day for the contract year beginning July 1.

**22.6-1** When Career Center state licensure programs require additional hours beyond the contractual workday, the administration shall meet with the affected instructors to discuss the best manner in which to meet said requirements within the confines of the contract. After meeting with the affected employees, the administration shall determine whether extended contracts or additional pay as referenced in 22.11 best addresses the scheduling needs for the following school year. The administrator shall also notify said employees at least two weeks prior to the end of the school year.

**22.7** Summer school offerings at the technical centers will be based on student needs. If enrollment requirements are met, instructors will be placed on an extended contract and paid their daily rate. Those classes not meeting enrollment requirements may be offered an hourly contract and paid according to Appendix E of the Salary Schedule.

**22.8** The hourly salary schedule for adult education, extended learning, summer school and teachers of career education part-time classes will be as set forth in Appendix E. Teachers who work the Exceptional Student Education (ESE) Summer Extended School Year (ESY) will be paid at their regular hourly rate of pay.

**22.9** At the request of the Superintendent, a high school teacher may volunteer on a semester basis to teach all the student contact time and be paid one sixth (1/6) of his/her salary for the semester. This section shall not be used to circumvent the hiring of additional full time teachers.



**22.10** At the request of the Superintendent, a middle school teacher may volunteer on a semester basis to teach all the student contact time and be paid one-sixth (1/6) of his/her salary for the semester. This section shall not be used to circumvent the hiring of additional full time teachers.

**22.10-1** At the request of the Superintendent, elementary school teachers that teach all the student contact time on a daily basis will be paid for an additional hour at an hourly rate based upon their contractual daily rate of pay for a maximum of 180 days. Teachers will not be required to spend additional time beyond their regular day. All scheduling options must have been exhausted before an administrator will receive permission for this variance. The appeal process for this variance is defined in the Staffing Plan.

**22.11** Teachers at the Area Career Centers who exceed the provisions in section 6.2-1 and 6.2-2 shall be paid at an hourly rate based upon their contractual daily rate of pay. This provision does not apply to part-time evening adult teachers.

**22.11-1** Teachers in alternative education programs for “at risk” students including Bill Duncan Opportunity Center, Don Woods Opportunity Center, the Teen Parent Program, South County Center, New Horizon Learning Center, and the Florida Sheriffs Youth Villa, shall work a seven (7) hour day consisting of no more than 330 minutes per day of instructional contact time and 300 minutes per week of planning time. Teachers in such programs who have 270 minutes or less of instructional contact time per day shall be assigned to no more than seven and three-quarter hours per day.

**22.12** The Board shall provide terminal pay for accumulated sick leave to any employee who has worked for the Board at least one year or to the employee's beneficiary without regard to length of service if service is terminated by death. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee in the final year of employment.

- I. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee at the time of termination and the number of years of service in Polk County. Calculations shall be made as follows:
  - (a) During the second and third year of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;
  - (b) During the fourth, fifth and sixth years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
  - (c) During the seventh, eighth, and ninth years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;
  - (d) During and after ten years of service with the Board, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;

**Exception:** Payment for sick leave earned prior to July 1, 1985 and after thirteen years of service in Polk County, shall be paid at 100% of the daily rate of pay at the time of conclusion of service with the Polk County School Board.

**22.12-1** Any employee shall have the option to request delay of payment for sick leave days as terminal pay by notifying the Payroll Department in writing prior to the last scheduled workday of employment. For employees not being offered employment for the

following school year, such days shall remain available for transfer as per Florida Statute 1012.61 with the employee being responsible to provide any required documentation prior to the first scheduled work day of the new school year. Terminal pay will be processed immediately if such notification is not received by the first scheduled work day of the new school year.

**22.13** Upon appropriate written authorization by the teacher, the Board shall deduct for annuities, credit union, United Way, insurance or other plans or programs jointly approved by the Association and Board. The Board agrees to promptly disburse said sums.

**22.14** Deductions for personnel during the regular school terms for daily absences not covered by the provisions of the agreement shall be made at the rate of 1/196 of the Annual Contractual salary per day.

**22.15** Salaries for teachers who were employed as of the last day of the school year and continue employment the following year shall be paid in twelve (12) equal payments over twelve (12) months. Said payment shall begin in August and be made on the last workday of each month during the school term (excluding June) and on the last weekday of each month during June, and July.

**22.15-1** Teachers working in July will be paid at the end of July for time worked in July. These employees will receive one check for holdback for the previous school year (issued one day before the end of the month) and one check for work in July issued on the last workday in July.

**22.16** Evening adult school and Polk Virtual School checks shall be distributed to the teachers on the next scheduled pay date following the month during which the services were performed. Summer school checks shall be distributed on the next scheduled pay date following the month in which summer school is completed. Teachers will be provided at least a two month notice before this change is implemented.

**22.17** Teachers hired by the Board to perform as a consultant and who work beyond the regular school day will be paid at the rate listed for their qualifications on the adult education teacher salary schedule.

**22.18** Teachers required by the Board to participate in workshops or conferences on other than a regular school day will be paid at the rate of **\$18.09** per hour.

**22.19** Any employee overpaid for any of the following reasons, regardless of the amount, will receive notification of the overpayment and will be given an opportunity to discuss the matter with the Human Resource Services Division prior to recovery of the overpayment:

- A. Employees who were placed incorrectly on the salary schedule.
- B. Employees who received a supplement to which they were not entitled.
- C. Employees who were inappropriately paid for teaching an extra period.

All other employees who were overpaid for some reason other than those specified in items A., B., and C., immediately preceding shall receive notice of the overpayment and

the opportunity to discuss the matter with the Human Resource Services Division when such overpayment exceeds five percent of their standard gross base pay per pay period.

**22.19-1** In the event of a payroll error requiring notice as specified in 22.19, the employee shall be notified in writing. The payment or recovery of payroll errors shall be limited to the sum over or under paid during the 24-month period prior to the date of notification. Employees who have been notified of a pay error more than 24 months after the error occurred will not be held liable for repaying overages to the District, nor will employees be eligible to collect underpayment amounts from the District. However, while no underpayments or overpayments will be sought on errors discovered after more than 24 months, payroll will be corrected for all future wage and/or salary payments. If the payroll error occurred more than 72 months from the date of notification, no future wage or salary adjustments will be made.

**22.19-2** The repayment of underpayments shall occur as soon as reasonably possible following notification. Repayment schedules shall be reduced to writing and show the total amount owed and the dollar amount of each installment with the end date. In the event that the employee will not agree to a repayment schedule, recovery of the overpaid sums shall not exceed five percent per pay period of the standard gross base pay at the time the overpayment is calculated. In the event of a factual dispute regarding the reason for or amount of an overpayment, the sole remedy shall be a hearing before a hearing officer agreed upon by the Superintendent/designee, and the Association/employee from an established panel of three attorneys. The decision of the hearing officer shall be final and binding. The cost of the hearing shall be borne equally by each side.

**22.19-3** If a dispute exists regarding an alleged overpayment that does not require the district to notify the employee, the employee may request a meeting with a representative of Human Resource Services to review their issue.

**22.19-4** If an employee from whom payment is due as the result of a payroll overpayment has accrued vacation and/or sick/personal time available, some time may be applied to the amount due. For employees who accrue vacation time, this time must be applied first. After accrued vacation time is applied, sick/personal time in excess of 10 days may be applied to the amount due at their current rate of pay.

**22.20** In the event an employee is paid for leave time, and/or time not worked, that is determined to be unearned, such overpayment may be withheld in full during the next pay period(s). In the event of an employee's termination for any reason, any and all sums due the School Board may be withheld in full from any sums otherwise due to the employee.

**22.21** In the event an employee believes an over or underpayment has occurred, the employee must report the suspected over or underpayment to the worksite payroll secretary who will begin researching and processing as appropriate.

**22.22** Should the number of annual pay periods be changed, the repayment schedule will be restructured accordingly.

**22.23** Any teacher required by the Board to own or have continuing access to an automobile in order to properly perform their regular teaching duties shall be reimbursed for their school business travel at the per mile rate approved by the Board up to the limit of travel allowance set forth for their position.

**22.24** Teachers hired for the first time in Polk County who would not be eligible for a paycheck in August will be given the option of having an advance against their initial paycheck.

**22.25** Teacher Performance Based Compensation – In order to qualify for performance-based compensation, computed at the rate of five percent of individual base pay, school based instructional personnel may voluntarily apply according to the criteria detailed in Appendix I. This plan is being held in abeyance.

**22.26** In the event the Florida Legislature significantly changes the expected funding level received from Florida Education Finance Program (FEFP), including all of its components and at anytime during the term of this agreement, the parties agree to discuss and review a concern raised by either party.

**22.26-1** In the event there becomes a reason to expect an excess of funding, the parties agree to determine the amount of such excess and discuss enhancing current employee compensation. The parties recognize that through mutual agreement and ratification by the parties, the current agreed upon compensation could be changed.

**22.26-2** In the event the District feels a need to declare “Financial Urgency” as outlined in Florida Statutes 447.4095, the parties agree to follow the process as outlined in the statute.

**22.27** Both the Polk Education Association and the School Board desire to bargain step increases and additional raises for the 2010 – 2011 school year should funding be available. The District will establish the cost of step increases when projecting the budget so that the information may be considered during the adoption process. The parties agree to hold a preliminary discussion in September 2010 to assess the available funds committed by the Florida Legislature and the Federal Government to the District, the most current revenue estimates for tax levies, and the impact of any unfunded or underfunded mandates from other government agencies. The parties agree to meet and review the available funding data in detail following the release of the 3<sup>rd</sup> Calculation from Florida’s Department of Education. The parties agree to jointly evaluate the available data to determine funds that could be used to adjust employee salaries. The parties will then bargain regarding any identified funds.

## **ARTICLE XXIII – INSURANCE**

**23.1** The Board agrees to pay group term life (\$20,000) and Accidental Death & Dismemberment insurance premiums for all benefits eligible employees. As of January 1, 2012, the School Board will provide one health insurance plan with applicable premiums as described in Appendix K of this document. Premiums for spousal and dependent coverage shall be offered as specified in Appendix K with all premiums to be paid by the employee.

**23.2** The Board agrees to make available supplemental group term life insurance, dental and vision insurance for employees, and health, dental and vision insurance coverage for employee dependents, with all premiums to be paid by the employee.

**23.3** The Insurance Committee shall be established by the Superintendent to study and make recommendations concerning health, life, dental and vision insurance coverage. The Association may appoint up to six individuals to serve on the committee. Those six being the total number appointed by the Association for all bargaining units represented by the Association. The committee will make its recommendations to the Superintendent with copies to the Board at a date established by the Business Services Division's Risk Management and Employee Benefits Department, but no later than sixty (60) days prior to the bid date, or thirty (30) days prior to expiration of the current policy, if no bids are to be taken.

**23.4** The effective date of health plan insurance for newly hired employees shall be approximately 90 days from the date of hire. For those employees beginning from the 1<sup>st</sup> through the 15<sup>th</sup>, insurance will begin on the first day of the month just prior to the completion of 90 days. For those employees starting on the 16<sup>th</sup> or after, insurance will begin on the first day of the month following 90 days of employment.

#### **ARTICLE XXIV – EMERGENCY SCHOOL CLOSING**

**24.1** If as determined by the Superintendent, circumstances of weather, energy crisis, power failure, lack of water or heat, work stoppage, epidemic or other civil or natural emergencies, including threats or acts of violence, make it impossible or unsafe to open the schools or to keep open a school or schools, then the Superintendent shall act in such emergency situations to preserve and protect the lives and property of pupils and staff personnel. Such absence(s) shall not result in loss of pay or accumulated leave days to the teacher.

**24.2** When an emergency confronts the schools of Polk County, notification of the closing of the schools shall be released for broadcast over appropriate radio and television stations as soon as possible.

#### **ARTICLE XXV – SCHOOL COMMUNITY PROFESSIONAL DEVELOPMENT**

**25.1** The council of members shall be appointed as provided by the School Community Professional Development Act, §1012.98. Any interested teacher may submit to the Council his or her name for nomination. The Council shall also accept nominations from the Association as well as other interested groups or individuals. Prospective members of the Council shall be recommended to the Superintendent by the Council for his recommendation to the School Board.

**25.2** The five (5) year district master in-service plan shall have been reviewed by the Council prior to submission to the Superintendent, and their comments attached thereto for presentation to the Board.

#### **ARTICLE XXVI – INTERN PLACEMENT**

**26.1** In the interest of providing optimum professional training, teachers supervising interns shall be certified in their assignments and shall be on continuing contract/professional services contract or have three (3) years successful teaching

experience. Florida Statutes require teachers supervising interns to show "evidence of clinical educator training" and demonstration of "effective classroom management strategies that consistently result in improved student performance."

Only teachers who volunteer to accept intern supervision assignments will be selected to serve as supervising/directing/cooperating teachers. A survey will be conducted in October and February each year to identify eligible, qualified volunteers.

**26.2** A supervising teacher shall not be assigned more than one intern during any regular school year.

**26.3** Upon request of the supervising teacher, interns will be required to arrange an interview with the supervising teacher at least two weeks prior to the beginning of the internship. Final placement will be made on the joint approval of the supervising teacher and the principal.

## **ARTICLE XXVII – EXPERIMENTAL PROGRAMS**

**27.1** The acceptance or rejection, planning, budgeting, implementing and evaluating of all experimental educational programs in Polk County schools shall include the active involvement of all teachers to be affected on the school level. On programs designated as experimental by the Board, the Association will be involved.

**27.2** The School Board and the Association recognize that arrangements in which employees share responsibility for decision making such as site-based decision making and innovations related to District Strategic Plan can foster the collegial exchange of ideas and information that can enhance effective professional practice and improve the educational process.

**27.3** The Association and the School Board reserve all collective bargaining rights under the law or existing collective bargaining agreements.

**27.4 Differentiated Accountability Pilot Program** - To comply with Florida's Differentiated Accountability Plan and the Florida School Improvement Grant (SIG), the School Board and the Association agree to implement Section 27.5 through 27.5-4 to assist Oscar J. Pope Elementary School in an effort to improve student performance.

**27.5** The School Board and the Association agree to adopt an Experimental Program for Oscar J. Pope Elementary School for the 2010-2013 school years upon approval of the SIG grant. Should the grant funding not cover the following provisions, the program will not be implemented unless the parties agree to a new funding source. The Program will not reduce any employee right under the contract and shall add the following additional components for assessing teacher performance, differentiated pay, recruitment/retention bonuses, and pay for performance.

### **27.5-1 Teacher Assessment/Instructional Assistance Issues:**

- i. Teachers with four or more satisfactory or higher ratings out of the eight EPC's are deemed satisfactory.
- ii. Only teachers with a satisfactory assessment for the previous three years who can demonstrate learning gains as defined in 27.5-3 may apply, transfer, or be assigned at Oscar J. Pope Elementary. The student progress

- monitoring tool in place at the time will be used to determine learning gains for a teacher for years prior to the 2010-11 school year.
- iii. Only teachers with a satisfactory assessment for the previous three years who can demonstrate learning gains as defined in 27.5-3 may remain at Oscar J. Pope Elementary. The student progress monitoring tool in place at the time will be used to determine learning gains for a teacher for years prior to the 2010-11 school year. Those teachers not meeting the criteria may be displaced if they have been given ample opportunity to improve. Examples defining an ample opportunity will include such documentation as a completed Instructional Assistance Conference (IAC) form (Article 15.2-3), a completed Professional Development Plan (PDP), a letter of concern, and/or progressive discipline.
  - iv. Teachers within their first or second year of teaching, or teachers where performance assessments and/or student learning gain data are not available, will have their status determined based upon the available data.

### **27.5-2 Work Schedule Variations**

- i. Teachers will work an 8-hour day with the additional time paid at the teacher's daily rate of pay.
- ii. There will be 10 evening activities (1-1.5 hours each), with the additional hours to be paid at the teacher's daily rate of pay. The dates of these evening activities shall be noticed prior to the last day of pre-planning. Six shall be used as family nights, and four shall be used as parent/teacher conference nights. Teachers must attend a minimum of 3 out of the 6 family nights and all of the parent/teacher conference nights.
- iii. Ten (10) additional planned activities averaging 90 minutes per activity contiguous with the regular duty day shall be developed during the school year under the guidance of the principal and offered to all teachers outside their regular duty day. Said activities shall have a direct impact on increasing student learning. These activities shall include a mixture of staff development, group planning, and time for implementation of the work product. The time shall be held Monday through Friday within the prescribed district school calendar. To meet the needs of staff, the principal and staff may mutually agree to increase or decrease time per activity as long as the average is 90 minutes for the ten (10) planned activities. Teachers shall be paid based upon their hourly rate of pay. The first 5 dates are mandatory. The remaining dates are optional.
- iv. Teachers of core subjects will be provided a substitute one day per month (minimum of 8 days) to work as a team for common planning and professional development.
- v. If noticed to the affected staff before the last day of school, all teachers must attend four (4) mandatory staff development days prior to the first contracted workday and will be paid at his/her daily rate of pay.

**27.5-3** To comply with Florida's Differentiated Accountability Plan and the Florida School Improvement Grant, the following bonuses, which are specific to Oscar J. Pope Elementary Staff only, will be paid as outlined.

- i. Recruitment/Retention Bonus: Teachers retained or recruited will receive a bonus for completion of a school year according to the following tiers beginning in 2010-2011 and through 2012-2013. Completion of a school year is defined as working one day more than half the number of days contracted for that position and remaining on the staff at the school as of the last working day of the school year. This bonus will be included in the June paycheck.
  - a. Upon completion of their first year, teacher will receive \$500.
  - b. Upon completion of their second consecutive year, teachers will receive \$750.
  - c. Upon completion of their third consecutive year, teachers will receive \$1000.
- ii. In any year the school grade, as determined annually by DOE, increases at least one letter grade or is a B or better, \$500 will be awarded to each member of the school staff, inclusive of support staff and will be paid no later than the second month following DOE's release of the school grades.
- iii. In any year that the school meets AYP through one of the three FDOE prescribed methods, each member of the instructional staff (teachers and paraeducators) will receive \$1000 which will be paid no later than the second month following the release of the data.
- iv. Performance Pay for Learning Gains: Teachers will receive an annual bonus of \$1,500 each school year in which 65% of their assigned student population shows learning gains after tabulating the results of the student assessments as defined below.
  - a. To be counted for tabulating learning gains, students for an individual teacher must be in attendance without a withdrawal for both FTE periods.
  - b. Learning gains for students in grades K-3 will be determined using the Discovery Learning Assessment Progress Monitoring Tool with students scoring 70% or above on the final baseline evidencing a learning gain, and/or a student has achieved a learning gain when they maintain a predicted level 3 or above, move up a predicted level, or show a year's worth of growth using the Oscar J. Pope Elementary Discovery Growth Chart.
  - c. Learning gains for students in grades 4 – 5 will be determined using FCAT scores. A student has achieved a learning gain when either the FCAT level increases by one or more levels, or, when a level of 3, 4, or 5 is maintained, or, when the developmental score indicates more than one year's growth for a student remaining at a level 1 or 2.
  - d. Learning gains for students evaluated through an Alternate Assessment will be determined using the results of the Alternate Assessment. A student has achieved a learning gain when either the performance score increases one level, a performance score of 4 or higher is maintained, or the student maintains a performance score equal to the previous year's score.



- e. For school-wide instructional staff, learning gains will be based upon the tabulation of the individual learning gains of the total students they serve, i.e. grade level(s), entire school.
- f. At the end of the 2010-2011 school year, student attendance data will be reviewed to determine the impact on the student learning gains for future consideration.

**27.5-4** During May of each year of the pilot, a joint survey of staff will be conducted to collect data regarding the effectiveness of the pilot. All available aggregated data will be presented to the joint bargaining teams at a mutually agreeable time to review the pilot and determine any contractual changes that need to be made to increase the effectiveness and further improve student learning outcomes.

**27.6 Differentiated Accountability** - Should FDOE determine a school to be a “D” or an “F” at the end of the 2010-2011 school year, and should there be non-general revenue funds available, teachers at those schools will be required to work additional days prior to the start of the 2011-2012 school year at their regular daily rate of pay. “F” rated schools shall have four (4) days added to their schedule and “D” rated schools shall have three (3) days added. Should there be insufficient funds available to finance all “D” and “F” schools, “F” schools shall have priority. The traditional pre-planning week continues as contractually outlined. These days shall be used primarily for data review, staff development, and group planning. All teachers shall receive a reminder notification of this contract change with their May paychecks explaining conditions that require returning early, the number of days and dates, and the methods by which affected teachers will be notified.

## **ARTICLE XXVIII – GRIEVANCE PROCEDURE**

### **28.1 Purposes:**

- A. To set forth an orderly method for processing grievances to a resolution.
- B. To secure, at the lowest level possible, solutions to complaints or grievances.

### **28.2 Definitions:**

- A. A grievance is defined as (1) a claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement; (2) a claim by a grievant that there has been a misapplication of a Board policy, rule, or regulation not covered by this agreement. A grievance concerning Board policy, rule or regulation, may only be carried through Steps I, II, and III.
- B. A grievant may be a teacher, a group of teachers, or the Association. Class action grievances shall be initiated by the Association at Step II
- C. The employer is the School Board of Polk County, Florida, or those in the role of management for The School Board of Polk County, Florida.
- D. Days mean working days excluding Saturday, Sunday, and holidays.

- E. Immediate supervisor is that individual in the role of management for the Board. Each teacher shall have only one immediate supervisor at a particular school or department.
- F. Association shall mean the employee organization and its agents certified as the exclusive bargaining agent pursuant to Florida Statutes.

### **28.3 Procedures:**

- A. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. If the grievant fails to initiate a grievance or submit to the next step within the time limits as provided, the problem will be deemed to have been resolved. If the immediate supervisor fails to respond to the grievance within the time limits as provided, the grievance may be carried to the next step immediately. However, time limits may be extended by either party upon one day's written notice to the other party. Such extension shall not exceed ten (10) working days, except in cases of emergency.
- B. When grievance meetings and conferences are held during school hours, all employees whose presence is required by either party to provide information with regard to the grievance shall be excused from their regular duties without loss of pay. All meetings shall be by mutual agreement.
- C. When illness or other incapacity of the grievant or managerial representative of the Board prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant or representative of the Board can be present.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants, and this information shall not be transmitted outside the district, except in court cases or subpoenas.
- E. In the case of a grievance in which the Association is involved, the Association and administration shall mutually agree on the date and time of all proposed grievance meetings, and the Association shall be advised in writing of the adjustments and dispositions beyond the informal procedure. In grievance cases where the Association is not involved in representing the grievant, the Association shall be advised in writing of all proposed grievance meetings, adjustments and dispositions beyond the informal procedure. The Association shall have the right to send an observer to all grievance meetings.
- F. In the event a grievance is filed on or after June 1, time limits for the informal procedure, Steps I and II shall consist of a total of seven (7) days so that the grievance may be resolved before June 30. If the grievance is continued to Step III, the Board shall consider this grievance within fifteen (15) days following the conclusion of Step II.
- G. During the informal procedure, if there are administrators present in addition to the principal and a member of his/her managerial staff, the teacher shall be entitled to have additional representatives of the Association, including staff.

H. When the Association is made aware of a problem, it shall try to settle the problem informally with the principal. If, as a result of the discussion, a problem still exists, the Association shall, within ten (10) days, submit to the Assistant Superintendent of Human Resource Services or designee a completed copy of the grievance form. (Appendix A).

I. At Steps I, II, III and IV, Association staff may be involved.

#### **28.4 Resolution Procedure:**

**Informal Procedure:** If a member of the bargaining unit believes he/she has a grievance, he/she shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the problem informally. This action shall take place within fifteen (15) days after the grievant knew or could reasonably have been expected to know of the event giving rise to the grievance.

At the informal procedure, the grievant may be accompanied by an Association member representative or an association staff representative. The immediate supervisor or principal, may have a member of his/her managerial staff, or if none exists, an assistant principal from another school at the meeting in the event that the Association member representative is present. In this informal action, the grievant shall advise his/her supervisor of the particular section of the agreement alleged to have been violated. No record shall be maintained except for a dated and signed statement verifying the fact that an informal discussion has been held. The immediate supervisor will respond to the grievance within two (2) days after the informal meeting.

**Step I:** If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant shall, within ten (10) days after the informal discussion, submit to the Assistant Superintendent of Human Resource Services, or designee, a completed copy of the grievance form (Appendix A). This time limit shall not apply in cases where the nature of the grievance is continuous, or when the resolution agreed to at the informal level has not been or cannot be implemented. Within ten (10) days after the receipt of the written grievance, the Assistant Superintendent of Human Resource Services, or designee, shall arrange and meet with the grievant and/or the Association in an effort to resolve the grievance. The Assistant Superintendent of Human Resource Services, or designee, shall indicate his/her disposition of the grievance in writing at the appropriate place on the grievance form within five (5) days after such meeting and send copies thereof to the grievant and the Association.

**Step II:** If the grievant is not satisfied with the disposition of the grievance at Step I, such grievant may appeal by filing a form, as contained in the appendices to this contract, with the Superintendent or designee, within fifteen (15) days after the receipt of the decision at Step I. The Superintendent or designee, shall arrange and meet with the grievant and/or Association within ten (10) days after the receipt of the grievance in an effort to resolve the problem. At least one day prior to the meeting each party shall give to the other a list of prospective participants. The Superintendent or designee, shall indicate his/her disposition of the grievance in writing within five (5) days after the meeting and shall furnish a copy thereof to the Association, the grievant and the immediate supervisor.

**Step III:** In the event the Association is not satisfied with the disposition of the grievance made at Step II, or if no disposition has been made within five (5) days of such meeting, then within ten (10) days thereafter, the grievance shall be transmitted to the Board by filing a copy with the chairman of the Board. The Board shall within fifteen (15) days meet publicly for the purpose of listening to any oral arguments presented by the grievant and/or Association and the Superintendent or Superintendent's designee. The

grievant/Association and the Superintendent or Superintendent's designee shall simultaneously exchange briefs outlining their positions and related documents without oral testimony. The disposition by the Board shall be made and announced within three (3) days of the public hearing. A copy of such disposition shall be furnished to the Association, the grievant, the immediate supervisor, and the Superintendent.

**Step IV:** In the event the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of such submission shall be given in writing to the Superintendent and Superintendent's designee within five (5) days after the Association has received a written disposition from the Board. The arbitrator shall be selected from the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceedings.

#### MISCELLANEOUS PROVISIONS:

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.
2. The Board and the grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
3. The Board and the Association shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Association. Neither the bargaining agent nor the Board shall be responsible for the cost of grievance arbitration by a member of the bargaining unit when the grievance is not processed by the Association.
4. If the Board refuses to arbitrate a grievance arising under this agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis.
5. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement.
6. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.
7. Notwithstanding the expiration of this agreement, any grievance arising while the agreement was in effect may be processed through the grievance procedure until resolution.
8. Any teacher for whom a grievance is sustained shall be reimbursed in accordance with the award of the arbitrator.
9. The Association reserves the right to insure the proper use of the grievance procedure for the bargaining unit. If the Association has declined to process or further process any grievance presented to it, and if any employee or group of employees desire to process it or further process their own grievance through this procedure, the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from presenting, at

any time, their own grievance in person or by legal counsel to the employer and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and provided further that the bargaining agent has been given notice and reasonable opportunity to be present at any meeting called for the resolution of such grievance.

10. Should either party request a transcript of the proceedings at Step IV, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
11. Each party shall bear the full cost of its representation at all steps of the grievance procedure.
12. A teacher shall have the right to have an Association member representative present when a grievance is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed and the Association staff will have the right to appoint an Association member to attend the informal session.
13. The grievant may, after the informal procedure, present the grievance in writing to the Association who will provide an opportunity for a meeting with the grievant to decide the merits of the case within five (5) days after receipt of the grievance by the Association.

## **ARTICLE XXIX – MAINTENANCE OF STANDARDS**

**29.1** Should any provision of this agreement be declared illegal by a court of competent jurisdiction, or as a result of state or federal legislation, or as a result of changes in Florida State Board of Education Administrative Rules, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provision.

**29.2** No teacher employed within the bargaining unit shall, as a result of omission through oversight in the negotiation of this agreement, suffer a reduction in pay, loss of economic fringe benefits, or loss of experience credit previously granted.

**29.3** This agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with the terms of this agreement.

## **ARTICLE XXX – NO STRIKE**

The Association shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Florida Statutes 447.203 (6), 447.501 (2) (e), and 447.505. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted

failure to report for work after the expiration of collective bargaining agreement, and picketing in furtherance of a work stoppage.

### **ARTICLE XXXI – BOARD'S RIGHTS**

The Board has the right to determine the purpose of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations.

The Board may direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work, or other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their Association from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force.

### **ARTICLE XXXII – CHARTER SCHOOLS**

#### **A. Notification to Polk Education Association**

1. When the Polk County School Board receives an application for a charter school, the PEA will: Receive a copy of the application within ten (10) working days, or a mutually agreed upon extended time frame, and notify the Polk County School Board's bargaining agent of any possible impact of the proposed charter school on wages, hours, and the terms and conditions of employment of the bargaining unit members it represents.

#### **B. Voting Procedures for Conversion of an Existing School**

1. Pursuant to Florida Statute 1002.33(3)(b), an application to convert an existing public school to a charter school must demonstrate the support of at least 50 percent of the teachers employed at the school. To the extent allowed by law, balloting to demonstrate such support shall be done by secret ballot, provide for adequate notification (no less than 24 hours) to all eligible teachers, provide a process which is clearly explained prior to the actual vote, and provide for votes to be counted by an impartial committee whose make-up shall be disclosed to the School Board as part of the application review process.
2. Pursuant to Florida Statute 1002.33(3)(b), an application to convert an existing public school to a charter school must also demonstrate the support of at least 50 percent of the parents voting whose children are enrolled at the school, provided that a majority of the parents eligible to vote participate in the ballot process. To the extent allowed by law, balloting to demonstrate such support shall be done by secret ballot, provide for adequate notification of all eligible parents, provide a process which is clearly explained prior to the actual vote, and provide for votes to be counted by an impartial committee whose make-up shall be disclosed to the School Board as part of the application review process.

**TEACHER ARTICLE XXXIII - CONTRACT TERM**

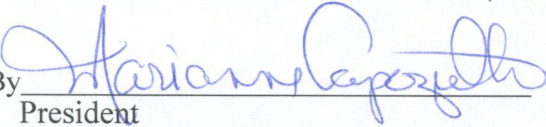
The terms and conditions of this contract shall become effective as of **July 1, 2011**. Any and all grievances, which may be filed during the term of this contract, will be settled on the basis of the procedure and remedies as set forth in this Collective Bargaining Agreement.

In the event that the legislature imposes action affecting a section(s) of this agreement between the Board and the Association, the Board and the Association shall meet in negotiations to resolve any conflicts created by such imposed acts.


This Collective Bargaining Agreement shall remain in full force and effect through **June 30, 2014**, unless agreement is reached before that date. The parties agree that negotiations will continue on an ongoing basis in a collaborative, interest based approach to resolve problems, with salaries negotiated as agreed upon.

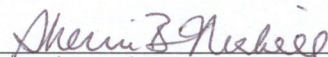
This Agreement shall not be extended orally.

POLK EDUCATION ASSOCIATION, INC.

By   
President

THE SCHOOL BOARD OF POLK COUNTY, FL

By   
School Board Chairman

By   
Superintendent

By   
Director, Employee Relations

Date Rec/vd/Association \_\_\_\_\_

No: \_\_\_\_\_

Date File/Association \_\_\_\_\_

Step: \_\_\_\_\_

Rec'vd By: \_\_\_\_\_

Filed By: \_\_\_\_\_

**APPENDIX A  
OFFICIAL GRIEVANCE FORM**

Name \_\_\_\_\_ School \_\_\_\_\_

Address \_\_\_\_\_ Assignment \_\_\_\_\_

Home Phone: \_\_\_\_\_ School Phone: \_\_\_\_\_

Date of Incident \_\_\_\_\_

Relevant Article(s) \_\_\_\_\_

Of Contract - Policy

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Date Received \_\_\_\_\_ By \_\_\_\_\_

Date Received \_\_\_\_\_ By \_\_\_\_\_

Copies to: Grievant - Association - Supervisor



## APPENDIX B – TEACHER TRANSFER REQUEST FORM

*Please note: This request must be completed and submitted via email to [transfers@polk-fl.net](mailto:transfers@polk-fl.net) to be reviewed and cleared by the Human Resources Services Certification & NCLB Department before transfer.*

Request for Transfer for the school year: <small>(This request is valid for one school year only)</small>		Current School Year:	
Name:		SAP:	
Street Address:		City:	Zip:
E-Mail Address:		Contact Phone #:	
Current School:  Current School Phone #:		Current Teaching Assignment (Subject/s): Current Grade Level:	
Requested Teaching Assignment (Subject/s):		Grade Level/s:	
(1) School:	Position:	Est. Miles:	
(2) School:	Position:	Est. Miles:	
(3) School:	Position:	Est. Miles:	
Reason for Transfer/Change of Assignment Request:			
Contract Status: <small>(Check One)</small>	<input type="checkbox"/> PSC/CC	<input type="checkbox"/> Annual	<input type="checkbox"/> Probationary
Are you a teacher in an area deemed core content for the purpose of NCLB? (Core Content = math, science, social science, English, elementary education)(Check one) Comment:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, are you in compliance with the Highly Qualified Requirement? (Check one) Comment:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Based upon your most recent teacher assessment, did you receive a notice of Satisfactory Performance or above? (Check one) Comment:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If No, are you currently working to satisfy a Professional Development Plan? (Check one) Comment:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Signature:		Date: .	
Are you in compliance with your ESOL Plan of Study? (Check one) If No, where are you in the process?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Does Not Apply
Are you in compliance with your Reading Plan of Study? (Check one) If No, where are you in the process?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Does Not Apply

*Forms will be reviewed within 72 business hours following receipt of completed original signed document in Certification office. Changes and new requests will require new forms.*

## APPENDIX C – TEACHER SALARY SCHEDULE (196 Days)

In the 2011-2012 school year all eligible employees will advance to the correct years of experience in the salary schedule. This will be reflected on the salary schedule as a single step for salary purposes.

Employees hired prior to July 1, 2011 will receive the base pay listed in this schedule. Employees hired on or after July 1, 2011 will receive the Level I bachelor's pay as their base pay. Additional pay for advanced degrees will be paid as a supplement.

Years of Experience prior to 2011-2012	Level I	Level II	Level III A	Level III B	Level III C	Level IV
<b>0</b>	\$35,000	\$37,181	\$37,206	\$37,839	\$37,899	\$38,220
<b>1,2</b>	\$35,657	\$37,838	\$37,863	\$38,496	\$38,556	\$38,877
<b>3,4</b>	\$36,273	\$38,454	\$38,479	\$39,112	\$39,172	\$39,493
<b>5</b>	\$36,722	\$38,903	\$38,928	\$39,561	\$39,621	\$39,942
<b>6</b>	\$37,174	\$39,355	\$39,380	\$40,013	\$40,073	\$40,394
<b>7</b>	\$37,627	\$39,808	\$39,833	\$40,466	\$40,526	\$40,847
<b>8</b>	\$38,123	\$40,304	\$40,329	\$40,962	\$41,022	\$41,343
<b>9</b>	\$38,727	\$40,908	\$40,933	\$41,566	\$41,626	\$41,947
<b>10</b>	\$39,361	\$41,542	\$41,567	\$42,200	\$42,260	\$42,581
<b>11</b>	\$40,024	\$42,205	\$42,230	\$42,863	\$42,923	\$43,244
<b>12</b>	\$40,720	\$42,901	\$42,926	\$43,559	\$43,619	\$43,940
<b>13</b>	\$41,448	\$43,629	\$43,654	\$44,287	\$44,347	\$44,668
<b>14</b>	\$42,231	\$44,412	\$44,437	\$45,070	\$45,130	\$45,451
<b>15</b>	\$43,048	\$45,229	\$45,254	\$45,887	\$45,947	\$46,268
<b>16</b>	\$43,890	\$46,071	\$46,096	\$46,729	\$46,789	\$47,110
<b>17</b>	\$44,751	\$46,932	\$46,957	\$47,590	\$47,650	\$47,971
<b>18</b>	\$45,628	\$47,809	\$47,834	\$48,467	\$48,527	\$48,848
<b>19</b>	\$46,521	\$48,702	\$48,727	\$49,360	\$49,420	\$49,741
<b>20</b>	\$47,433	\$49,614	\$49,639	\$50,272	\$50,332	\$50,653
<b>21</b>	\$48,363	\$50,544	\$50,569	\$51,202	\$51,262	\$51,583
<b>22</b>	\$49,312	\$51,493	\$51,518	\$52,151	\$52,211	\$52,532
<b>23</b>	\$50,618	\$52,799	\$52,824	\$53,457	\$53,517	\$53,838
<b>24</b>	\$53,478	\$55,659	\$55,684	\$56,317	\$56,377	\$56,698
<b>25+</b>	\$55,675	\$57,856	\$57,881	\$58,514	\$58,574	\$58,895

## **NATIONAL BOARD CERTIFICATION**

Teachers with National Board Certification will be guaranteed a supplement from the State. If the State funding of this supplement falls below \$1,000.00 the Board will make up the difference up to a \$1,000.00 maximum. If the State funding is unexpectedly withdrawn or withheld, the parties agree to reopen discussion on this issue.

## **TEACHER OF THE YEAR**

\$15,750.00 will be set aside to reward the Area Finalists, Overall Runner-Up, and the Winner of the Teacher of the Year for their performance.

## **ADVANCED DEGREES**

**Level II (All Master's Degrees):** Adds \$2,181 to a Level I Bachelor's Degree.

**Level III (Specialist Degrees):**

- A. Master's Degree (in Administration) + Specialist/IA/I (in Administration) – Adds \$2,206 to a Level I Bachelor's Degree.
- B. Master's Degree (in field of certification) + Specialist/IA/I (in Administration) – Adds \$2,839 to a Level I Bachelor's Degree.
- C. Master's Degree (in field of certification) + Specialist/IA/I (in field of certification) – Adds \$2,899 to a Level I Bachelor's Degree.

**Level IV (All Doctorate Degrees):** Adds \$3,220 to a Level I Bachelor's Degree.

**Secondary Guidance Counselors:** Secondary Guidance Counselors shall receive 1/196 additional salary for up to 20 days based on the 196-day Teacher Salary Schedule.

**PSYCHOLOGIST SALARY SCHEDULE  
(216-day Work Schedule)**

**Years of Experience 0 is based on Years of Experience 12, Teacher Salary Schedule**

<b>Years of Experience as Psychologist in 2010-2011</b>	<b>Level II (MA plus Intern or Previous Experience)</b>
<b>0</b>	\$47,279
<b>1,2</b>	\$48,081
<b>3,4</b>	\$48,944
<b>5</b>	\$49,844
<b>6</b>	\$50,772
<b>7</b>	\$51,721
<b>8</b>	\$52,687
<b>9</b>	\$53,672
<b>10</b>	\$54,677
<b>11</b>	\$55,702
<b>12</b>	\$56,747
<b>13</b>	\$58,187
<b>14</b>	\$61,338
<b>15+</b>	\$63,709

**SPEECH/LANGUAGE PATHOLOGIST SUPPLEMENT**

Bachelor of Arts (grandfathered)	\$1,045
Master of Arts	262
Master of Arts w/Certificate of Clinical Competency	5,227

Speech/Language Pathologists with a Certificate of Clinical Competency are given a supplement from IDEA funds. If IDEA funds are not available for this purpose, the Polk County School Board will make up the difference up to \$1,000 maximum.

**APPENDIX D**  
**2009-2010 SUPPLEMENTAL SALARY SCHEDULE**

Any school using someone other than a teacher to fill any position listed in this Appendix, shall receive only an amount equal to the listed supplements in the Teacher Collective Bargaining Agreement. If additional funding is needed to comply with the federal wage and hour guidelines, the amount will be paid from the school's internal accounts.

All supplements are payment for duties performed beyond the regular workday, except in the case of In-School Suspension Monitors and longevity. In-school suspension teacher/monitor \$1,766.

In the Senior High no one will be paid more than two supplements except by special permission of the Superintendent.

No person shall be assigned to two (2) or more coaching positions that would require their service during the same time period except when someone is assigned to coach both boys and girls golf or cross country.

Any athletic activity that does not meet the required number of games/matches or participants the supplement will be adjusted by the District Senior Coordinator of Athletics, Physical Education, and Driver Education.

An athletic supplement is for the period of time between the first official day of practice and the time that a coach's team is eliminated in the FHSAA state championship series.

Academic Intervention Facilitators and other teachers assigned by the principal/supervisor as the designated mentor for new hires will be paid a supplement of \$362 per assigned teacher. (Note: Additional teachers mentoring teachers deemed to be in need of assistance will be paid at the Adult School rate (see Appendix E) for the number of hours agreed upon by the principal and the mentoring teacher.)

The only exceptions to this mentoring process will be to fund a specific mentor teacher who will be assigned by the principal/supervisor (other than the Academic Intervention Facilitator) for the following "new teachers:"

- Network Managers
- Guidance Counselors
- Social Workers
- School Psychologists
- Teachers assigned to Countywide ESE Schools and ESE Centers
- Speech Language Pathologists
- Physical/Occupational Therapists
- Teachers of Gifted
- Media Specialists
- Prevention and Clinic Nurses
- Teachers as designated by the principal/supervisor when the number of "new teachers" at a school/site exceeds six (6) or any program that does not have an Academic Intervention Facilitator.

## ATHLETIC COACHING SUPPLEMENTS

Athletic Director (All Class)	Supplement \$4,100
Business Manager	1,766

### HEAD COACHES

Head Football (85/15 Payment)	3,974
Head Basketball (Boys/Girls)	2,055
Head Baseball	2,426
Head Softball	2,426
Head Track (Boys/Girls)	2,055
Head Volleyball	2,055
Head Soccer (Boys/Girls)	2,055
Head Wrestling	2,055
Head Swimming (Boys/Girls)	1,573
Head Competitive Cheerleading (Effective 7/1/2010)	750
Head Spirit Cheerleading - Fall	1,279
Head Spirit Cheerleading - Winter	1,279
Head Golf (Boys/Girls)	1,279
Head Tennis (Boys/Girls)	1,279
Head Cross Country (Boys/Girls)	1,279
Head Weightlifting	1,279

### ASSISTANT HEAD COACHES

Head Assistant Football 85/15 (One per school)	2,563
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### ASSISTANT COACHES

Assistant Football (85/15 Payment)	2,187
Assistant Basketball (Boys/Girls)	1,649
Assistant Track (Boys/Girls)	1,360
Assistant Baseball	1,360
Assistant Softball	1,360
Assistant Volleyball	1,360
Assistant Wrestling	1,259
Assistant Spirit Cheerleading - Fall/Winter	726
Assistant Soccer (Boys/Girls)	1,045

### JUNIOR VARSITY COACHES

J.V. Basketball (Boys/Girls)	1,045
J.V. Baseball	1,045
J.V. Softball	1,045
J.V. Soccer (Boys/Girls)	1,045
J.V. Spirit Cheerleading - Fall/Winter	726
J.V. Volleyball	1,045
J.V. Wrestling	1,045

### OTHER ATHLETIC SUPPLEMENTS

First Responder/Certified Trainer	1,385
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Weight Training	1,492
Intramurals (No Sports)	969
Business Manager	1,766
Gym Coordinator	584
Bowling	1,279

(1) In order for a school to have an Athletic Director, the school must field a minimum of four (4) sports teams each sports season. The Athletic Director may not receive an additional supplement for being head football coach. A person who assumes both the position of Athletic Director and Business Manager may not coach a sport in any capacity. The principal may request permission from the District Senior Coordinator of Athletics, Physical Education, and Driver Education to employ one of the above listed head coaches, with the exception of the head football coach, on a year to year basis. The District Senior Coordinator of Athletics, Physical Education, and Driver Education will evaluate the job performance of both positions before approving for another year.

(2) All schools shall receive seven (7) assistant football coaches (Includes Head Assistant Coach).

(3) All fall varsity head coaches, authorized assistant coaches, band directors and authorized associate/assistant band directors reporting for duty or the first authorized practice shall receive \$51.00 per day provided students are in attendance, for pre-school duty to be included with their supplement payment. This is defined as being before the first day of pre-planning as established in the school calendar.

(4) Orchestra Director - Directors of both Middle and Senior high school programs to receive senior high supplement plus \$218 for middle school because of the two being concurrent. Director of two high school programs to receive current high school supplement plus \$442.

(5) Choral Director - Choral directors serving both Middle and Senior High Schools and completing the responsibilities for performance-oriented activities should receive the senior high supplement plus \$218 since they are concurrent. Choral directors serving two high school programs should receive the high school supplement plus \$442.

(6) Effective 7/1/2010, Competitive Cheerleading Head Coach - Competitive Cheerleading Head Coaches must compete in a minimum of two (2) competitions in addition to the FHSAA state series events.

### **SENIOR HIGH SCHOOL SUPPLEMENTS**

Deans	1,766
(4) Band Directors - Marching	2,609
Band Directors - Concert	1,375
Band Directors-Non-Marching McKeel Acad./Harrison	2,055
Associate Band Director - Marching	1,360
Associate Band Director - Concert	680
Assistant Band Directors - Marching	1,228
Assistant Band Directors - Concert	614
(4) Orchestra Director	2,319
Girls Drill Team Sponsor (3) Fall	589
Girls Drill Team Sponsor (3) Winter	589
Yearbook Sponsor	589
Newspaper Sponsor	401
Drama Director (One act play, requires playbill 1 per year)	401

Drama Director (Main stage production or full musical production requires playbill, one per year)	1,127
Class Coordinator (11-12 grade)	401
(5) Choral Directors	1,507
Student Council Sponsors	771
Academic "A" Team Coach (1 per school)	1,523
J. V. Academic "A" Team Coach (1 per school)	1,015
National Honor Society	1,015
Community Service Coordinator	573
Chairpersons - Grade 9 thru 12 and Vocational Schools (includes 4 full time units including Chairperson Subjects Math, Science, Social Studies, Guidance Counselors, English, Business, and ESE)	1,015

### **OTHER SENIOR HIGH SCHOOL SUPPLEMENTS**

District Wide Student Council Sponsor	771
Regional Science & Engineering Fair Coordinator (B.S. Degree - Maximum of 120 hours)	2,081
Regional Science & Engineering Fair Assistant Coordinator (Maximum of 50 hours)	863
Regional Science & Engineering Fair Assistant Coordinator (Maximum of 40 hours)	690
School Coordinator for District Science Fair	508
Head Teacher (away from campus - Alt. Ed, Etc.)	655
Scholastic Chess Team Coach	508
School Wide Shows	155
ESE Learning Center Special Olympics Coach	

	Fall	Spring
Participants 1-10	\$112	\$112
11-20	162	162
21 or more	213	213

Peer Teachers	863
Televised Instruction Facilitator	863
Federal and District Wide Specialist (Teacher Resource Specialist Trainer/TRST)	766
Safe & Drug Free Schools Contact Person	264
Science Labs	508

### **MIDDLE SCHOOL SUPPLEMENTS**

Middle School Team Leader	761
Band Director (thru Grade 8)	1,548
(5) Choral Directors	807
(4) Orchestra Directors	969
Yearbook Sponsor	401
Academic "E" Team Coach (1 supplement per grade/per School for grades 6 thru 8)	761
Middle School Honor Society (Grades 6 - 8)	761
Drama (One act play, requires playbill, one per year)	173
Drama (Main stage production or full musical production, requires playbill)	573
Math Count (Grades 6, 7 or 8)	761
Middle School Intramural Coordinator	969
School Coordinator for District Science Fair	508
Scholastic Chess Team Coach	508
School Wide Shows	155



### **ELEMENTARY SCHOOL SUPPLEMENTS**

Elementary Grade Level Chairperson - Grades PreK - 5 (grade 6 if Elementary) in elementary schools with 4 or more full time units including chairperson), include ESE, (Support Personnel)	761
Academic "E" Team Coach (1 supplement per grade/per school for grades 5 and 6 if Elementary)	761
School Coordinator for District Science Fair	508
Scholastic Chess Team Coach	508
School Wide Shows	155

### **HARRISON SCHOOL OF THE ARTS**

Theatre - Producer/Coordinator	2,258
Theatre - Acting Coach	2,258
Theatre - Technical Theatre Coach	2,258
Faculty Chairperson	376
Musical Theatre Teacher, Fall	401
Musical Theatre Teacher, Spring	401
Dance Coach (2)	2,258
Chamber Music Coordinator/Staff Accompanist	1,182
Art Gallery Coordinator	1,182

### **FINE ARTS SCHOOL SUPPLEMENTS (K-8 Fine Arts Schools)**

As grades 6, 7, and 8 are added to Fine Arts Schools, supplements will be paid in a proportionate manner.

Band Director	1,548
Choral Director	969
Strings/Orchestra Director	969
Dance Instructors Coach (2)	807
Staff Accompanist/Music Coordinator	807
Theatre Coach - Acting (Main stage production of full musical production, one per year, requires playbill)	807
Theatre Coach - Technical (Main stage production of full musical production, one per year, requires playbill)	807
Theatre Coach (2) One time, one act play, requires playbill	173

### **VOCATIONAL TEACHER SUPPLEMENTS**

Land Laboratory and FFA	3,141
Family & Consumer Sciences (FCCLA)	1,177
Vocational Club (CECF, DECA, FBLA, FFEA, HOSA, TSA, VICA (Vocational Industrial Clubs of America/SkillsUSA))	1,177
National Vocational-Technical Honor Society/ National Adult Education Honor Society	1,015

Supplements will be paid only after all services relative to the supplement are completed. In instances where a checklist is required, supplements will be paid only after satisfactory completion of the checklist items.

**APPENDIX E**

**2009-2010**

**EXTENDED LEARNING/SUMMER SCHOOL/  
ADULT EDUCATION/PART TIME CAREER EDUCATION**

**TEACHER SALARY SCHEDULE**

<b>Degree</b>	<b>Hourly Rate</b>
Doctorate/Specialist	\$21.00
Master's	19.42
Bachelor's	18.09

## APPENDIX F

### PAY FOR POLK VIRTUAL SCHOOL TEACHERS

2009-2010

Pay per Semester (1/2 credit)

- Bachelor's degree: \$18.09 per hour for 7 hours for each student.
- Master's degree: \$19.42 per hour for 7 hours for each student.
- Specialist/Doctorate degree: \$21.00 per hour for 7 hours for each student.

**For example**, a teacher with a Bachelor's degree with twenty students would earn \$2,533 for the semester: ( $\$18.09 \times 20 \text{ students} \times 7 \text{ hours} = \$2,533$ )

#### **Student Withdrawal**

Teachers would be paid \$75.00 if a student withdraws from the class. Withdrawal should take place within the first three weeks of the class. Withdrawal after that time may occur only with permission of the Polk Virtual School Director, however, teachers will be paid the full amount outlined above.

## APPENDIX G – GROUND RULES

1. Bargaining proposals, amendments or counter proposals pertaining to the Agreement which the Association or the Board desire to be negotiated shall be submitted in writing by each party.
2. The Superintendent or his representative, and the bargaining agent, or its representative, shall meet at reasonable times for the purpose of negotiating and seeking agreement. All sessions shall commence at the agreed upon time.
3. The most recent Collective Bargaining Agreement, as amended, will be used by both parties as a point of reference for deletions, amendments and all other changes.
4. Throughout negotiations, all tentative agreements shall be signed by a representative designated by each party. By mutual agreement a tentative agreement may be reopened for negotiation.
5. Only members of the respective teams are allowed to speak during the sessions. An exception shall occur only when the Board and/or the Association informs the other party prior to the meeting in which their consultant shall speak. The expense of such consultants shall be borne by the party requesting them.
6. Questions from observers shall be allowed only at the end of each session. Neither party will tolerate any harassment from observers during sessions.
7. Bargaining meetings shall be scheduled as frequently as necessary to expedite arriving at total agreement on items under consideration. The representatives of both parties shall conduct negotiations professionally and in good faith. Both parties agree to submit to mediation prior to declaring impasse.
8. The Association and the Superintendent will determine the formula and method to be used in costing out salary and supplementary salary schedules.
9. The negotiations team has a responsibility to look at the interpretation of data and apply it appropriately. The Board shall provide release time for the Association's negotiators when both parties agree that it is necessary to conduct sessions during scheduled hours of work.
10. When the negotiating teams reach tentative agreement on all items under negotiations, the proposed and tentative agreement shall be written and submitted to the Board and the Association for ratification with a favorable recommendation from the negotiating teams. Upon receipt of notice of ratification by the Association, the Board shall take action on ratification at their next meeting. If both parties ratify the agreement, then the parties shall sign two (2) copies of the final decision (one copy for the Board and one copy for the Association). If either party shall refuse to ratify the agreement reached by the negotiating teams, the party shall make a written statement to the other party as to their reasons. Said notification shall result in prompt resumption of negotiations, which lead to settlement or impasse procedures.
11. Proposals remain on the action item agenda to be addressed at the next bargaining session until tentatively agreed upon or mutually dropped.
12. All three teams will meet together to discuss salary and insurance issues.
13. The opportunity for all to speak freely and honestly about any issue; to ask questions freely and openly; to make a conscious effort to be employee and system-oriented, directed toward constancy of purpose; to encourage each other; using effective criticism and offering praise for the courage to try; to keep a positive outlook, maintaining high expectations; and to provide patience and consideration to each team member.
14. All decisions on bargaining agenda items will be decided upon only in bargaining team meetings.

## **APPENDIX H**

### **SICK LEAVE BUY BACK**

Any teacher with thirty (30) or more sick leave days accrued at the end of the 2009-2010 school year and who notifies the District in writing by May 1, 2010 on the appropriate form may cash in any or all sick days over a minimum accrual of four (4) days earned but not used during the 2010-2011 school year. For example, a teacher who is eligible and has a balance of ten (10) sick days at the end of the 2010-2011 school year may choose to cash in one or more of the six (6) days over the four (4) day minimum accrual. Payment will be made at the beginning of the 2011-2012 school year and will be calculated on a daily rate pursuant to section 22.12 of this collective bargaining agreement. This provision is for the 2010-2011 school year only.

### **JROTC ACQUIRING PROFESSIONAL SERVICE CONTRACT**

Agreement to adopt the proposed Certification Requirements for ROTC Instructors. This procedure will allow ROTC Instructors a method for acquiring a District Professional Certificate. Certification for ROTC will be voluntary. Instructors who choose not to certify will remain on Annual Contract. Those who meet the requirements for the District Professional Certificate may be recommended for a Professional Service Contract. Effective date of this provision is the 2001-2002 school year.

To assure that Polk County School's certification of ROTC meets the intent and purpose defined by the legislature, the following are proposed for issuance of the District Professional Certificate with the ROTC coverage.

- 1.) Completion of an application for District Certification to include a fee for processing.
- 2.) To assure the teacher possesses the appropriate skills in reading, writing, and mathematics, a passing score on all four parts of the General Knowledge test will be required.
- 3.) The criteria established in statute for employment of instructor of Junior Reserve Officer Training, 1012.55(4) will assure the instructor possesses the appropriate skills in pedagogical knowledge and subject matter competence.
- 4.) Beginning July 1, 2002, new ROTC instructors will be required to demonstrate Professional Education Competencies to assure an acceptable level of professional performance.
- 5.) Three years of successful teaching in an ROTC program.
- 6.) To assure the teacher possesses the appropriate technological skills, a 3 semester hours course in technology must be completed.

#### **Renewal**

To renew the five-year District Professional Certificate, a total of six semester hours or 120 in-service points earned during the validity period of the certificate to be renewed will be required. The renewal will require completion of an application and fee.

Certification for ROTC instructors will be voluntary. Instructors who choose not to certify will remain on Annual Contract. Those who meet the requirements for the District Professional Certificate may be recommended for Professional Service Contract.

**APPENDIX I**  
**PERFORMANCE BASED COMPENSATION**  
**POLK COUNTY SCHOOL DISTRICT**  
**Note: This is being held in abeyance.**

Minimum Eligibility Requirements

1. Professional Services Contract or Continuing Contract
2. In third year at current school unless transferred for the third year due to a significant reduction (10%+) in staffing or student enrollment, or, the employee is involuntarily transferred.
3. Valid Florida Professional certificate in the field in which you are teaching
4. Demonstrate proficient/exemplary rating on previous year summary assessment appraisal.
5. Required attendance at three-hour workshop on Application process, Action Research and Portfolio requirements.
6. Demonstrate proficient/exemplary rating on current year summary assessment appraisal.

Once minimum eligibility requirements are met, teachers will be required to prepare a portfolio that documents the minimum eligibility requirements and the following items. Each item is worth a given amount of points.

<b>Area of performance</b>	<b>Number of points</b>	<b>% of total</b>	<b>Documentation</b>
Student Achievement	Maximum of 220	33%	Action Research Portfolio
Instructional Appraisal System	Maximum of 65	10%	Copy of 2004-2005 final evaluation (QPSA)
Professional Development	Maximum of 170	25%	§ Proof of ESOL endorsement § Copy of diploma or other proof of advanced degree § National Board certificate § Copy of inservice record
Awards and Recognition	Maximum of 50	7%	Proof of Teacher of the Year and/or school board approved grant proposal and receipt
Instructional Leadership	Maximum of 50	7%	Workshop verification sheet signed for each workshop presented within past three years
School Improvement Leadership	Maximum of 30	5%	Signed statement by principal
Family Involvement	Maximum of 50	7%	Paragraph signed by principal
Staff Attendance	Maximum of 35	5%	Signed by principal
<b>TOTAL POINTS</b>	Maximum of 670		

Performance Based Compensation will be distributed to individual instructional staff based upon the amount of dollars allocated for this purpose in descending order from the

highest score (amount of points) to the extent that money is budgeted which will be limited to \$150,000.

**Student Achievement (220 points)**

Student achievement will be documented through an action research project. The guidelines and rubric for the action research project will be presented at the mandatory Performance Based Compensation workshop. Through this action research project, instructional staff will provide evidence of student learning gains by implementing research based strategies in the classroom and analyzing data to show success of the strategies. Templates will be given to all applicants and must be used in the presentation of the project at the close of the school year.

**Instructional Appraisal System (maximum of 65 points)**

Teachers who are on process two of the Polk County Assessment System will receive points for each of the Essential Performance Criteria – five points for each exemplary rating and three points for each proficient rating. These points will be based on the rating at the close of the 2004-2005 school year.

Teachers who are on Process Three of the Polk County Assessment System will receive the following possible points: Summary Goal Assessment-Exemplary 25 points, Proficient-10 points; Overall Performance Rating on Teacher EPCs 1-12-Exemplary 20 points, Proficient 10 points; Evidence of Student Achievement-Exemplary 20 points, Proficient 10 points.

Guidance Counselors who are on Process II of the Polk County Assessment System will receive the following possible points: For each Essential Performance Criteria-Exemplary 9.28 points, At Expectation 4.64 points.

Media Specialists who are on Process II of the Polk County Assessment System will receive the following possible points: For each Essential Performance Criteria-Exemplary 10.8 points, At Expectation 5.4 points

Guidance Counselors and Media Specialists who are on Process III of the Polk County Assessment System will receive the following possible points-Goal Assessment-Exceeded 30 points, Met-15 points; Overall Performance Rating on Position EPCs-Exemplary 35 points, At Expectation 15 points.

Other instructional staff will need to be assessed using Process II or Process II of the teacher assessment form in order to be eligible for Pay for Performance.

**Professional Development (maximum of 170 points)**

Applicants will receive a possible ten points for each of the following: (five points will be received for the degree and/or National Board Certification and an additional five points if the degree and/or National Board Certification is in the area of teaching assignment)

- \_\_\_ Completion of all required ESOL courses (Category 1, 2 or 3)
- \_\_\_ Master’s Degree\*
- \_\_\_ National Board Certification

- \_\_\_ Specialist Degree\*
- \_\_\_ Doctoral Degree\*

Other Professional Development:

\_\_\_ Applicants will receive points equal to the number of in-service points and/or received credit for completed college course work from an accredited institution of higher learning where 1 semester hour is equal to 20 points and is earned within the past two years – maximum of 120.

\*Degree earned must be from an Accredited Institution of Higher Learning.

**Awards and Recognition (maximum of 50 points)**

Applicants will receive ten points for each of the following:

- \_\_\_ Teacher of the Year: School-Within the past three years
- \_\_\_ Teacher of the Year: District
- \_\_\_ Teacher of the Year: Regional
- \_\_\_ Teacher of the Year: State
- \_\_\_ Grant Recipient (Writing of a grant with school board approval, grant must be previous year or current year)

**Instructional Leadership (maximum of 50 points)**

Applicants will receive 10 points for each workshop less than 6 hours and 20 points for each workshop 6 hours or more he/she presented in the past three years. Verification of these workshops must be documented via signature of the workshop supervisor for each workshop listed.

**School Improvement Leadership (maximum of 30 points)**

(Works as a team member to promote and achieve school improvement goals and engages in continuous quality improvement of students and school)

Applicants will receive 10 points for each of the following:

- \_\_\_ School Advisory Council membership and attendance (must be in attendance at least 80% of the time)
- \_\_\_ Peer Teacher within last three years
- \_\_\_ School based committee member

**Family Involvement (maximum of 50 points)**

If the applicant chooses to do so, he/she will receive a possible of 50 points for writing a paragraph (50 words or less) about how he/she intentionally invites family and community involvement as an integral part of classroom/school practices. A rubric will be used to score the paragraph.

**Staff Attendance (maximum of 35 points)**

- \_\_\_ Applicant may not be absent for more than two regularly scheduled contract days. Days missed must be sick and/or personal days. (20 points)
- \_\_\_ BONUS: Applicant in attendance 100% of the school year (15 points)



## APPENDIX J

### COMMITTEE TO ADDRESS SECONDARY ISSUES AND CONCERNS

The reduction in the State's per pupil funding has caused the District to require secondary teachers to be assigned to regularly teach six out of seven periods in high schools and seven out of eight periods in middle schools. This change in schedules created an additional work load for secondary teachers. The change in the schedule along with implementation of other additional requirements in the secondary schools has caused some concerns and issues to be raised both by teachers and District administrators. The School Board and the Association desire to improve the work life of teachers. We have an express commitment to address these issues and agree to identify and implement practical and workable solutions through the following process:

- Establish an ad hoc subcommittee consisting of sixteen people representative across both the high school and middle school spectrum. Eight members will be appointed by the PEA President and eight will be appointed by the Superintendent. This step will be completed by March 1<sup>st</sup>. The subcommittee shall be tasked with using data to bring focus for identifying and quantifying the concerns and issues of secondary teachers created by teaching the additional period and the implementation of other additional requirements. Committee members should seek practical and workable solutions which provide a better work life for teachers and better serve students.
- The District and the Association agree to jointly hold at least two "town hall" style meetings to solicit input from secondary teachers by March 1, 2010. This initial information will be shared with the subcommittee members and the subcommittee will then develop a plan to collect additional data through surveys, direct solicitations from constituents, and/or requesting additional "town hall" style meetings be held.
- The subcommittee will hold at least two meetings by April 15, 2010 to determine its scope of work and create a timeline for completion to be shared with the bargaining teams. The subcommittee should plan to complete its work no later than August 1, 2010.
- As issues and concerns are identified, the subcommittee will look for flexibility within various requirements and seek alternative ways of meeting the needs of students that will create a change to alleviate the issue or concern. As practical and workable solutions are identified, they will be submitted jointly to the Superintendent and the PEA President for review and determination as to the appropriate subsequent action. One such action could be submission to the bargaining teams as the basis to reach further tentative agreements. If no solution is identified or agreed upon by the subcommittee, the issue or concern will also be forwarded to the Superintendent and the PEA President for further discussion. The Superintendent and the President will meet prior to the start of the 2010-2011 school year to review the work of the subcommittee and determine whether additional work remains to be completed.

The Board and the Association both desire to continue improving the culture of cooperation at both the District level and the school level. Both the Board and the Association are committed that any problems or concerns will be identified and that workable solutions that improve the work life of teachers will be identified and implemented.

**APPENDIX K  
HEALTH INSURANCE PLAN BENEFITS SCHEDULE  
EFFECTIVE JANUARY 1, 2012 - DECEMBER 31, 2013**

<b>PCSB Health Plan</b>		
	<b>In-network/ YOU PAY</b>	<b>Out-of-network/YOU PAY</b>
<b>Calendar Year Deductible (CYD) - Individual/Family</b>	<b>\$750/\$1500</b>	<b>\$1500/\$3000</b>
<b>Calendar Year Max Out of Pocket - Individual/Family</b>	<b>\$5,000/\$9,000</b>	<b>Unlimited</b>
<b>Family Physician Office Visit (includes General Practice, Family Practice, Internal Medicine &amp; Pediatrics)</b>	<b>\$40 Copay</b>	<b>CYD + 40% Coinsurance</b>
<b>Specialist Physician Office Visit (includes all other physician specialties including mental health professionals)</b>	<b>\$40 Copay</b>	<b>CYD + 40% Coinsurance</b>
<b>Office Visit Co-Pays</b>	<b>Do not accumulate as part of the deductible (CYD), but they do accumulate as part of the Out-Of-Pocket maximum for the Calendar Year.</b>	
<b>Premium for Employee</b>	<b>\$0 - Monthly</b>	
<b>Premium for Spouse</b>	<b>\$418 - Monthly</b>	
<b>1 Child Premium</b>	<b>\$95 - Monthly</b>	
<b>2 Children Premium</b>	<b>\$190 - Monthly</b>	
<b>3+ Children Premium</b>	<b>\$215 - Monthly</b>	
<b>HRA Contribution</b>	<b>\$0</b>	<b>Money held in individual HRA accounts must be used by 12/31/2013. After this date, all HRA accounts will be closed and any remaining funds will revert to the District.</b>
<b>2 Employee Families</b>	<b>The CYD and the maximum out-of-pocket will be treated as a family.</b>	
<b>Hospital Services Inpatient or Outpatient</b>	<b>Option 1 - CYD +20% Coinsurance Option 2 - CYD + 25% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Emergency Room</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 20% Coinsurance</b>
<b>Urgent Care</b>	<b>\$40 Copay</b>	<b>CYD + 40% Coinsurance</b>
<b>Outpatient Surgery Ambulatory Surgical Center Facility Services</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>

	<b>In-network/ YOU PAY</b>	<b>Out-of-network/YOU PAY</b>
<b>Hospital Facility Services</b>	<b>Option 1 - CYD +20% Coinsurance Option 2 - CYD + 25% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Prenatal Office Visit Services (Inpatient Services are covered like any other hospital stay)</b>	<b>(Due at initial visit only) \$40</b>	<b>(Due at initial visit only) CYD + 40% Coinsurance</b>
<b>Outpatient Therapy (includes Cardiac, Occupational, Physical, Speech &amp; Massage Therapies and Chiropractic Visits)</b>	<b>Option 1 - CYD +20% Coinsurance Option 2 - CYD + 25% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Benefit Period Maximum</b>	<b>35 Visits (includes up to 26 Spinal Manipulations)</b>	<b>35 Visits (includes up to 26 Spinal Manipulations)</b>
<b>Independent Clinical Lab (outside the office visit setting)</b>	<b>CYD</b>	<b>CYD + 40% Coinsurance</b>
<b>Independent Diagnostic Testing Facility (IDTF) (includes physician services) Advanced Imaging (MRI, MRA, PET, CT, Nuclear medicine)</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Routine Preventive Health &amp; Screening Services (includes well-woman exam) Family Physician/PCP or Specialist</b>	<b>No Maximum \$0 (NO DEDUCTIBLE)</b>	<b>No Maximum 40% Coinsurance (NO DEDUCTIBLE)</b>
<b>Preventative or Diagnostic Mammogram</b>	<b>\$0</b>	<b>\$0</b>
<b>Mental Health &amp; Substance Abuse Inpatient/Outpatient</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Provider Services at Hospital and ER</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 20% Coinsurance</b>
<b>Skilled Nursing Facility</b>	<b>CYD + 20% Coinsurance Limited to 60 days per Benefit Period</b>	<b>CYD + 40% Coinsurance Limited to 60 days per Benefit Period</b>
<b>Definitions</b>		
<b>CYD</b>	<b>Calendar Year Deductible</b>	
<b>Co-Insurance</b>	<b>The percentage the insured will pay for an allowed charge for a service provided by a healthcare provider after satisfying any copayment or deductible.</b>	

## APPENDIX L

### INSTRUCTIONAL ASSISTANCE CONFERENCE GUIDELINES

1. The Instructional Assistance Conference is a professional conversation between the teacher and the principal to identify specific areas of concern coupled with suggested action to be taken to assist the teacher in helping students achieve learning gains.
2. The conference should produce collaborative ideas for suggested actions to assist the teacher.
3. **This type of collaborative professional activity is meant to be used with teachers who may need assistance in targeted areas.**
4. Monitoring is informal; however, an initial meeting and an exit meeting are required.
5. Once strategies are defined, the teacher is provided support personnel who are available to assist in the successful completion of the strategies. One action step will be to name persons designated to assist the teacher as needed with the items noted on the Instructional Assistance Conference Form.

**APPENDIX L (cont.)**  
**POLK COUNTY SCHOOL DISTRICT**  
**INSTRUCTIONAL ASSISTANCE CONFERENCE FORM**

**Name:** \_\_\_\_\_ **Initial Meeting Date:** \_\_\_\_\_

**School:** \_\_\_\_\_ **School Year:** \_\_\_\_\_

\_\_\_\_\_  
**Principal's Signature**

\_\_\_\_\_  
**Teacher's Signature**

<b>Specific Area(s) of Concern</b>	<b>Suggested Action(s)</b>

**Resource Person(s):**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Exit Meeting Date:** \_\_\_\_\_

\_\_\_\_\_  
**Principal's Signature**

\_\_\_\_\_  
**Teacher's Signature**

2011

**Appendix M**

**ENHANCING STUDENT ACHIEVEMENT THROUGH  
TEACHER EVALUATION AND LEARNING (Evaluation Manual)**

# Teacher Evaluation System

Polk County Public Schools

The Mission of Polk County Public Schools is to ensure rigorous, relevant learning experiences that result in high achievement for our students

Polk County Public Schools

2/22/2012

*School Board Approved 4/10/2012*



**(Pending Completion of Collective Bargaining Processes and School Board Approval)**

## **Polk County Public Schools**

### **Teacher Evaluation System**

**2011-1012**

**Conditional Approval by Florida Department of Education 6/24/2011**

*“Enhancing Student Achievement through Teacher Evaluation and Learning”*

**Sherrie Nickell, Ed. D. Superintendent of Schools**

#### **SCHOOL BOARD MEMBERS**

District 1 - Frank O'Reilly

District 2 - Lori Cunningham

District 3 - Hazel Sellers

District 4 - Dick Mullenax

District 5 - Kay Fields

District 6 - Debra Wright

District 7 - Tim Harris

**David Lewis, Associate Superintendent, Learning**

**Cheryl Joe, Director, Professional Development**

**Conditional FLDOE Approval June 2011**

**Revised September 2011**

**Revised February 2012**

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## District Mission Statement

*The Mission of Polk County Public Schools is to ensure rigorous, relevant learning experiences that result in high achievement for our students.*

In accomplishing this mission, we envision that students in the Polk County Public Schools will effectively:

- read, write, compute, speak, listen, and use complex thinking skills to solve problems;
- be self-directed in creating personal purpose and vision, setting priorities, choosing ethical action, and creating their own knowledge;
- cooperate and collaborate with others in working with and leading groups; interact positively in diverse settings; recognize the value and contributions of all individuals; and make positive contributions to their communities;
- understand and use social, organizational, and technological systems; design, monitor, improve and correct performance within a system; and create viable products.

These desired student outcomes and practices will be fostered and nurtured in schools and classrooms with an environment in which:

- adults assume instructional and ethical leadership to create efficient, effective environments perceived as safe, healthy, and equitable, where students are recognized as unique individuals capable of learning and independent thinking;
- adults use varied and reliable teaching and evaluating procedures through relevant curricula;
- adults enable students, families, and communities to work cooperatively to assume responsibility for the total educational experience;
- adults engage in professional growth and training activities to effect continuous improvement in the system;
- students are guided in their total physical, mental, and emotional development through activities which are student-centered and which focus on positive expectations and encourage intrinsic motivation.

## Core Values - Polk County Public Schools

### **Collaboration, Teamwork, and Accountability**

We will work as a team to ensure student graduation basing all decisions on relevant and accurate information.

### **Ethics, Integrity, Commitment, and Dedication**

We will hold ourselves to the highest ethical standards, acting with honesty and integrity, dedicated to exemplary work.

### **Service**

We will model servant leadership that inspires trust and loyalty, embraces equality, builds confidence, and responds to the needs of others.

### **Dignity and Respect**

We will ensure a positive work environment in which all people are treated with dignity and respect.

### **Safe and Orderly**

We will maintain a safe and orderly environment, with everyone on task at all times.

### **Learning, Improvement, High Quality, and Excellence**

We will foster a culture of continuous learning and personal development for all, recognizing and celebrating excellence, achievement, creativity, and diversity.

Dear Colleagues:

The Florida Legislature has passed legislation recently that is clearly focused on defining the purpose of teacher evaluation systems. In essence that stated purpose is to increase student learning growth by improving the quality of instructional service. Evaluating the quality of that instructional service is now more than ever being determined by measuring student learning through a variety of student assessment processes as well as by applying processes to determine the quality of practices derived from contemporary research by teachers in the classroom. This view is quite consistent with our district's Mission, Core Values and Strategic Plan Goals.

The district's teacher evaluation system for 2011-2012 has been significantly redesigned to enhance the measurement of student learning and to ensure quality implementation of high probability strategies derived from contemporary research by teachers. The application of processes in the district's teacher evaluation will require a strong commitment by teachers and administrators to strengthen the communication among them that is focused on student learning and enhanced instructional practice.

Without question, the classroom teacher is an essential key to student learning growth and academic excellence. Highly effective instruction is dependent on a positive professional culture that focuses on student learning. Improving the quality of instructional practice will require thoughtful planning, enhanced quality in communication among teachers and with their administrators, as well as engagement in relevant professional learning. The result will be enhanced achievement and performance of our students. The processes described in the system manual have changed significantly. They represent an ongoing collaborative effort to develop an equitable, valid evaluation system that best meets the diverse needs of teachers and students in an era of focused accountability to ensure student learning. These evaluation processes resulted from the work of an advisory committee made up of all appropriate shareholders who were committed to the creation of an assessment system that places emphasis on teacher learning in relation to the performance of our students.

In closing, I appreciate your commitment to educational excellence and your openness to the changes that are taking place in our evaluation system, changes that when applied well will be beneficial to our students, our teachers and the community. I encourage you to use the evaluation process as an opportunity to grow professionally and to provide quality instruction for all our students designed to enhance their learning.

Sincerely,

Sherrie Nickell Ed. D.  
Superintendent of Schools

Dear Teacher,

As you review this new evaluation system, please note that your representatives on the Evaluation Development Committee have advocated loudly, strongly, and effectively to develop a quality teacher evaluation process. Your concerns were at the forefront of every conversation as this document was developed. It is also important to note that this evaluation system will continue to evolve as we get feedback from you about this document and on how to improve the evaluation process itself.

Your representatives have been pleased by the focus of the committee to create a system where teachers are kept knowledgeable of their performance through immediate and ongoing feedback. Your need for timely feedback was one of the strongest concerns PEA heard from you. Another important accomplishment has been the common understandings that were reached regarding what quality teaching is and is not. Everyone agreed that we need a teacher evaluation system that fairly and consistently helps teachers and administrators have positive discussions to enhance teacher performance. This system is a positive beginning that will continue to evolve over time which should benefit teachers.

Our goal is to develop a fair, valid, and reliable evaluation system that provides ongoing and timely feedback regarding your performance. We have built an expectation that you be told if you are performing at less than the highest rating, '*Highly Effective*.' You must know the requirements for being rated '*Highly Effective*' so that you can improve your practice. The rubrics that describe performance through accomplished practices are written to define the requirements by focusing on what you do in your classroom, not the extras above and beyond your normal teaching duties. Therefore, because the evaluator's ongoing feedback is so crucial, there has been a real emphasis on the professional development your administrator will have to have to use this new system. The term you will hear is inter-rater reliability. This reliability was important from the start but was made even more significant with the passing of Senate Bill 736 and its impact on your professional future.

I would be remiss if I did not mention the damage we believe Senate Bill 736 has done to this process. We were developing a system that had great promise for enabling change by focusing on best practices. Legislators have disrupted this positive process by inserting unreasonable timelines and unreasonable expectations that must be addressed here at the very end of the process. Issues such as these, as well as pay being tied to this system, are under advisement and PEA will communicate with you as this process unfolds.

In conclusion, we know the system is not perfect and much work remains to be done but, I must say that this development process has been more open and positive than any experience we have had in recent history. It was developed to give you appropriate and timely feedback and to allow you to grow as a professional. As this new system is implemented, we will need your feedback regarding concerns and suggestions to improve the system. Please know that PEA is monitoring the implementation process and that we will seek feedback as we work to refine the system. I want to thank everyone for their support as we enter this new era of accountability, and particularly those teacher representatives who worked tirelessly on the system to bring us this far.

In Solidarity,

Marianne Capozziello, President

## Acknowledgement

The procedures and processes described in this document are built on a framework that is consistent with the district's Mission and Strategic Plan Goals and are a component of the district's ongoing commitment to ensure quality instruction and improved student learning. The revised system was prepared over a period of 18 months by the Teacher Evaluation Advisory Committee appointed by the Superintendent. Committee membership included representation from all related and appropriate shareholder groups (teachers, principals, assistant principals, district-level staff, and union representatives) in the district. We wish to thank all advisory committee members for their contribution toward bringing the district's teacher evaluation system into alignment with Florida Statutes and the requirements described in the 2010 Florida Race to the Top Memo of Understanding. Members are commended for designing a system that focuses on enhancing the quality of teacher performance and professional learning and on the enhancement of student achievement in the district as both relate to the district's Mission, Strategic Plan Goals, and individual School Improvement Plan Goals. The members of the Teacher Evaluation Advisory Committee are listed below.

### District Office

Bill Strouse - Facilitator/Consultant  
Karla Collins - Co-Facilitator/Professional Development  
Cheryl Joe - Professional Development Director  
Jennifer Rouse - Professional Development  
Britt Gross - Professional Development  
Barbara Block - Professional Development

### School Administrators

Art Martinez - Principal  
Brett Butler - Principal  
Chris Roberts - Principal  
Donna Drisdorn - Principal  
Tami Dawson - Principal  
Carol Griffin - Assistant Principal  
Meesha Downing - Assistant Principal

### Teachers

Amanda McCallister\* - Teacher  
Brendan Lane - Teacher  
Carolyn Bryant - Teacher  
Ingrid Vann - Teacher  
Michelle Bobo - Teacher  
Patricia Gegenheimer - Teacher  
Patricia Kilpatrick - Teacher  
Polly Burkhart\* - Teacher  
Tom Lentz\* - Teacher  
Lori Rakes - Florida Southern College of Education Assistant Professor

### Polk Education Association\*

Marianne Capozziello - President  
Angela Dawson - Representative  
Lee Littlefield - Representative

## **Introduction**

It is important to recognize that the district's revised teacher evaluation system is in its initial stage of development and implementation. The system will be monitored to ensure that results in both outcome and impact on employees and student learning are fair, valid and reliable. The system will be adjusted over the next three years to take into account many rule changes that will be made by the Florida State Board of Education and to meet unknown needs related to quality, logic, and equity. The district's teacher evaluation system is evolutionary in nature and will be phased in over time as the infrastructure necessary to meet Florida Statutes 1012.34 and 1008.22 is developed and implemented. The system is indeed a work in progress with full implementation for all instructional staff targeted for 2014-1015. The system will be reviewed annually (by the Teacher Evaluation Advisory Committee) for possible changes, additions and/or deletions that might be needed based on program evaluations pertaining to its fidelity of implementation, impact on teacher and administrator practices, and its impact on student performance.

There are several non-traditional instructional positions for which system processes will be adjusted throughout to ensure the inclusion of a student performance component and an appropriate rating scale for determining an overall performance rating. Advisory committees made up of all appropriate shareholder groups will begin work in 2011-2012 to examine and to completely revise the evaluation systems processes for these instructional non-classroom teaching positions in accordance with Florida Statute 1012.34 and any related State Board of Education Rules that are written.

## **Preface**

The Florida Legislature has enacted statutes in order to bring about the development of a teacher evaluation system that is focused on increasing student learning growth by improving the quality of instructional services. The integration of processes for school improvement, teacher evaluation, professional learning experiences, and data as evidence of student learning is more important than ever before. Emphasis is now being placed on collecting data pertaining to gains in student learning and data derived from demonstrated attributes and strategies related to evidence-based instructional practices. This focus has become more evident with development and adoption of the Florida Educator Accomplished Practices (2010), Florida's participation in the federal Race to the Top (RTTT) Grant initiative, and the passage of the Student Success Act in March of 2011 by the Florida Legislature.

Focused communication between teachers and administrators that places an emphasis on student learning growth and the teacher's role in applying interventions based on their participation in professional learning activities that are directly related to contemporary research linking high probability strategies to student learning will be required. In order to meet these expectations, the Polk County School District has reviewed its existing teacher evaluation system and made changes consistent with this mental model and statutory requirements. This review was conducted by the Teacher Evaluation Advisory Committee that worked collaboratively to develop a system that will best meet the diverse needs of the teachers and support District Strategic Plan Goals. After a review of the existing evaluation system in relation to the expectations described in legislation, a system has been developed that measures teacher performance in relation to student achievement and the application

of evidence-based, high probability teaching practices. This revised system will be implemented to ensure fairness, validity, and reliability within the limitations of resource infrastructure that currently exists. This system places emphasis on teacher professional learning as it relates to student learning. System components include processes for:

- Providing a closer linkage between teacher evaluation, student learning and school improvement
- Collecting student achievement and other data relevant to teacher effectiveness
- Creating a system that is based on what we learn from contemporary research about effective teaching strategies
- Planning for professional learning for all teachers

This document was prepared to inform all educators in Polk County about the expectations, processes, procedures, and forms that will be used in the district's teacher evaluation system.

### **Teacher Evaluation Philosophy**

The primary purposes of teacher evaluation system processes are quality assurance (increasing student learning growth) and professional learning (improving the quality of instruction). Teacher evaluation should be a positive and ongoing process requiring considerable time, effort, and openness of both teachers and their administrators. The process should focus on student achievement by helping teachers become more effective in the application of high probability instructional strategies derived from contemporary educational research.

Positive outcomes from teacher evaluation processes are highly dependent upon building an environment characterized by open, honest, and respectful communication among teachers and administrators, both of whom are responsible for establishing this rapport. When concerns arise, they must be expressed with an appropriate rationale and suggestions for improvement. It is essential that both teachers and administrators (operating from the perception of building collaborative relationships) view performance evaluation as a supportive process that will result in enhanced student growth and improved professional learning, performance, and morale.

Teacher evaluation is best viewed as a highly individualized experience - a personal journey, in which educators view themselves as professionals committed to continuous improvement. The district's teacher evaluation system was revised to be congruent with contemporary research on teacher effectiveness and redesigned to ensure that processes are consistent with expectations delineated by Florida statutes. This evaluation system addresses five key factors in multiple processes:

- The teacher
- The administrator
- Student performance data
- Timely and actionable feedback

- Organizational context

All are equally important toward implementing an evaluation system that meets the needs of all teachers in the classroom.

It should be noted that effective performance in a given job role is based on three significant variables, the individual's competencies, the demands of the job and their related expectations, and the organizational climate and environment in which the individual works. Effective job performance results when these three variables come together in a synergistic fashion. In order for the individual to achieve optimal performance in the job, the organization must provide the support necessary to realize the successful application of one's competencies, against the backdrop of the real life demands of the job. It is the appropriate alignment of these variables, personal competencies, organizational support and realistic job expectations that will enable us to realize enhanced learning and success for our students. It is essential that decisions made related to pay, promotion, placement and employment status be based on a valid and reliable system that is closely monitored and adjusted toward that end throughout its implementation.

### Conceptual Framework

In order to enhance the quality and equity of the district's teacher evaluation system and to bring the district closer to complying with requirements delineated in the Student Success Act of 2011 that amends several Florida Statutes (significant among them is 1012.34) and to meet additional related expectations pertaining to the Florida RTTT Memo of Understanding (MOU), a differentiated annual performance evaluation process has been developed for teachers. Teachers are clustered into two broad categories, FCAT subject/grade level teachers and Non-FCAT subject/grade level teachers. By Florida statute, the student performance component of these differentiated procedures will become effective August 15, 2011. Detailed information concerning the student performance component of these differentiated evaluation procedures that will be applied is described on pages 14 – 17 of this manual.

### 2011 – 2012 (ONLY): All Classroom Teachers

All classroom teachers' **Overall Annual Performance Evaluation Rating** is based on "points earned" related to the following elements:

**Student Achievement Indicators** based on three years of trend data from state assessment processes are applied related to Reading or Math as appropriate to the teacher's assignment. This data will come from the adopted and published Florida **student growth model** process as derived in the form of "trend data" based on 2011-2012, 2012-2013 and 2013-2014 FCAT and other state student assessment processes. Tables and related point values have been developed and will be applied to the teacher's Annual Overall Performance Evaluation rating using the student growth data provided by the FDOE. It is the expectation of the FDOE that the district will apply tables to be developed by the Florida State Board of Education when they are available. This element determines **50.3 % of the teacher's Overall Annual Performance Evaluation Rating**. Teachers will be rated and awarded points individually.



**Demonstration of evidence-based teaching practices and behaviors** (linked directly to the Florida Educator Accomplished Practices) in the form of described rubrics for EPC Indicators and rated by the school administrator are combined with points awarded based on the teacher's **situational context** as determined by specified student demographic impact factors related to teaching in a classroom heavily impacted by these factors. These points and related variables make up **48% of a teacher's Overall Annual Performance Evaluation Rating**. Teachers are rated and awarded points individually.

**A Self-Evaluation process pertaining to the evidence-based teaching practices and behaviors** (linked directly to the Florida Educator Accomplished Practices) is completed by the classroom teacher. Each teacher analyzes the EPCs and related rubrics. After reflecting on his/her practices as delineated in the rubric descriptions, the teacher rates him/herself accordingly for each EPC. The rubric points are totaled. The Self-Evaluation Table on page 27 that identifies ranges of point totals determines the total point value for the teacher for this element. Points from the table make up **1.7% of a teacher's Overall Annual Performance Evaluation Rating**. Teachers rate themselves individually.

#### **FCAT/State Assessment Teachers (Not Applicable 2011 – 2012)**

The **FCAT/State Assessment** teacher's **Overall Annual Performance Evaluation Rating** is based on "points earned" related to the following elements:

**Student Achievement Indicators** based on three years of trend data from state assessment processes are applied related to Reading or Math as appropriate to the teacher's assignment. Specific lists of teachers will be provided by the FDOE. As the state adds more subjects/grades to the **state-wide assessment process**, impacted teachers will be added to the lists. This data will come from the adopted and published Florida **student growth model** process as derived in the form of "trend data" based on 2011-2012, 2012-2013, and 2013-2014 FCAT and other state student assessment processes. Tables and related point values have been developed and will be applied to the teacher's Annual Overall Performance Evaluation rating using the student growth data provided by the FDOE. It is the expectation of the FDOE that the district will apply tables to be developed by the Florida State Board of Education when they are available. This element determines **50.3 % of the teacher's Overall Annual Performance Evaluation Rating**. Teachers will be rated and awarded points individually.

**Demonstration of evidence-based teaching practices and behaviors** (linked directly to the Florida Educator Accomplished Practices) in the form of described rubrics for EPC Indicators and rated by the school administrator are combined with points awarded based on the teacher's **situational context** as determined by specified student demographic impact factors related to teaching in a classroom heavily impacted by these factors. These points and related variables make up **48% of a teacher's Overall Annual Performance Evaluation Rating**. Teachers are rated and awarded points individually.

**A Self-Evaluation process pertaining to the evidence-based teaching practices and behaviors** (linked directly to the Florida Educator Accomplished Practices) is completed by the classroom teacher. Each teacher analyzes the EPCs and related rubrics. After reflecting on his/her practices as delineated in the rubric descriptions, the teacher rates him/herself accordingly for each EPC. The rubric points are totaled. The Self-Evaluation Table on page 27 that identifies ranges of point totals determines the total

point value for the teacher for this element. Points from the table make up **1.7% of a teacher's Overall Annual Performance Evaluation Rating**. Teachers rate themselves individually.

**All Non-FCAT Teachers- Type A  
(Not Applicable 2011 – 2012)**

A **Non-FCAT A** teacher's **Overall Annual Performance Evaluation Rating** is based on "Points Earned" related to the following components:

The following procedures will be applied for **Non-FCAT A** teachers whose students participate in state assessment processes and for whom no district processes have been developed and implemented:

- 1a.** Student performance data focused on learning gains in Reading or Math as most appropriate to subject taught and as derived from state assessment processes based on three years of "trend data" from 2012-2013, 2013-2014 and 2014-2015 as available will be applied for use in the teacher evaluation process.

The following procedures will be applied for **Non-FCAT A** teachers **whose students do not participate in state assessment processes** and for whom **no** district assessment processes have been developed and implemented:

- 1b.** The teacher will develop learning gain goals for the students that the teacher is teaching as a part of the TARGET (IPDP) planning process. Learning gains related to these goals will be determined through teacher-made pre-/post-assessments directly tied to state content standards and district curriculum maps. For the 2012-2013 school year and for additional years in which district assessments have not been developed, in order to ensure student assessment data availability and processing before the teacher is evaluated, pre-/post-assessment content will address only content learned through the last day of the third nine-weeks grading period. Teacher-made pre-assessments must be administered by the 45<sup>th</sup> student contact day and the post-assessments must be administered no later than the 140<sup>th</sup> day of student contact.

**This variable determines 50.3% of the teacher's Overall Annual Performance Evaluation Rating.** Teachers are awarded points individually. A point values table related to learning gains derived from using data from state assessment processes and/or teacher-made student assessments pertaining to the students that the teacher teaches has been developed and applied starting **August 15, 2011**.

**Demonstration of evidence-based teaching practices and behaviors** directly linked to the Florida Educator Accomplished Practices are rated by the school administrator and combined with the teacher's **situational context** points as determined by specified student demographic impact factors related to teaching in a classroom heavily impacted by these factors. Teachers are rated and awarded points individually and make up **48% of a teacher's Overall Annual Performance Evaluation Rating**.

A **Self-Evaluation process pertaining to the evidence-based teaching practices and behaviors** directly linked to the Florida Educator Accomplished Practices is completed by the classroom teacher. Each teacher analyzes the EPCs and related rubrics. After reflecting on his/her practices as delineated in the

rubric descriptions, the teacher rates him/herself accordingly for each EPC. The rubric points are totaled. The Self-Evaluation Table on page 27 identifies ranges of point totals determining the total point value for the teacher for this element. Points from the table make up **1.7% of a teacher's Overall Annual Performance Evaluation Rating**. Teachers rate themselves individually.

*Note: The processes for Non-FCAT Teachers- Type A will be phased out starting in 2012-2013 and continuing through 2014-2015 as district end-of-course assessments are developed and implemented.*

### **Non-FCAT Teachers- Type B (Not Applicable 2011 – 2012)**

Determine a teacher's **Annual Overall Performance Evaluation Rating** based on "Points Earned" related to the following components:

The following procedures will be applied for Non-FCAT Subject/Grade Level Teachers **whose students do not participate in state assessment processes** and for whom district determined, administered, scored and reported assessment processes **have been developed and implemented**:

Student growth and/or achievement End-of-Course (EOC) data focused on learning gains in the content area being taught as derived from district-determined assessment processes based on three years of "trend data" from 2012-2013, 2013-2014 and 2014-2015 as available will be applied for use in the teacher evaluation process. District determined, administered, scored and reported student assessments will be developed and implemented through the application of a phase-in process initiated in 2012-2013 and continuing through June 30, 2015. Assessment content "rules" and pre-/post-student assessment calendars will be applied as described in **Non-FCAT- Type A, 1b** on pages 11 - 12.

**This variable determines 50.3% of the teacher's Overall Annual Performance Evaluation Rating.** Teachers will be awarded points individually. A point values table related to learning gains derived from using growth and/or achievement data from district determined, administered, scored, and reported student assessments pertaining to the students that the teacher teaches has been developed and will be applied starting **August 15, 2012**.

**Demonstration of evidence-based teaching practices and behaviors** (linked directly to the Florida Educator Accomplished Practices) in the form of described rubrics for EPC Indicators and rated by the school administrator are combined with points awarded based on the teacher's **situational context** as determined by specified student demographic impact factors related to teaching in a classroom heavily impacted by these factors. Teachers are rated and awarded points individually. These points and related variables make up **48% of a teacher's Overall Annual Performance Evaluation Rating**.

**A Self-Evaluation process pertaining to the evidence-based teaching practices and behaviors** (linked directly to the Florida Educator Accomplished Practices) is completed by the classroom teacher. Each teacher analyzes the EPCs and related rubrics. After reflecting on his/her practices as delineated in the rubric descriptions, the teacher rates him/herself accordingly for each EPC. The rubric points are totaled. The Self-Evaluation Table on page 27 that identifies ranges of point totals determines the total

point value for the teacher for this element. Points from the table make up **1.7% of a teacher’s Overall Annual Performance Evaluation Rating**. Teachers rate themselves individually.

**System Highlights Table - Differentiated Classroom Teacher Evaluation Process Options**

Type	Student Performance Data	Principal’s Rating/Sit. Context	Third Metric: Self-Evaluation
<b>All Classroom Teachers</b>	FCAT and other state assessments applied to teachers as is appropriate to the teacher’s students	Evidence-based practices linked to Florida Educator Accomplished Practices combined with a Situational Context element tied to classroom student demographic impact factors	Data from Self-Evaluation pertaining to evidence-based practices linked to Florida Educator Accomplished Practices
Determined by student assessment data		Ratings determined by evaluator and situational context	Ratings determined by Self-Evaluation process
<b>50.3%</b> of OAPER		<b>48%</b> of Annual OAPER	<b>1.7%</b> of OAPER
All classroom teachers		All classroom teachers	All classroom teachers
Determined individually based on student achievement data from the students assigned to the teacher		Determined individually based on performance tied to rubrics and combined with points earned related to situational context	Determined individually based on self-evaluation

**Planned Use of Student Performance Assessment Data**

Student performance data, derived from state, district, or teacher student assessment processes, will be used to determine the point values assigned to the teacher for use in determining the Student Achievement EPC rating and the Overall Annual Performance Evaluation rating. The Student Success Act of 2011 contains a provision that teacher’s Annual Overall Performance Rating may be amended within 90 days of the original evaluation. For example, the current year’s student assessment data might not be available by the 165<sup>th</sup> day of student contact, the deadline for completing a teacher’s Overall Annual Performance Evaluation. The amendment process is being required by FDOE to be used in Polk. It is the state’s expectation that three years of valid and reliable “trend data” be applied, including FCAT data which will not be provided until after teachers complete their work year, (when available and appropriate) for use as determined by the district. It is the district’s plan to use student performance data derived from the students the teacher taught beginning in 2011-2012 and adding data each year until three years of relevant trend data is available for use with each teacher in the district 2013-2014. For each year following 2013-2014 data from the oldest of the three years will be dropped and the most recent available will be added. The sections that follow describe the manner in which this issue will be addressed and the specified timeline for implementing the application of student performance data as a significant variable in the teacher evaluation process.

**2011-2012: Use of State Student Assessment Data**

The district will use the student growth data provided by the FDOE tied to an FCAT teacher’s students from the 2011-2012 assessment processes student performance data. When the state provides the district with student growth measures data comparing the growth of students assessed in the spring of 2013 and the spring of 2014 by state assessment processes that student specific data will be applied.

This data set will provide the basis for the points awarded to a teacher pertaining to 100% of the Student Achievement EPC rating and 50.3% of the teacher's Overall Annual Performance Evaluation Rating. The data is used to determine of the teacher's Student Achievement EPC rating. The Student Data Table on page 15 delineates the point values to be awarded to each teacher based on the Aggregated Teacher VAM score as derived from the 2011-2012 state data.

### **District Commitment to Use State Student Growth Model**

It is anticipated that the Florida State Board of Education will approve a student growth model related to all subjects assessed by the FCAT and other state assessment processes by July 1, 2011. It is the state's expectation that the district will apply that model to the student achievement component of teachers in the district when their students are assessed by those state student growth assessments.

### **2011 – 2012: Application of Assessment Data for ALL Classroom Teachers**

The following procedures will be applied for **ALL** classroom teachers:

The district will use the student performance data from the 2011 – 2012 assessment processes provided by FLDOE that is tied to the identified FCAT Subject/Grade level Teacher's students. Using the Value Added Model (VAM) data provided by FLDOE, an Aggregated Teacher VAM score will be calculated using the formula below:

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This Aggregated Teacher VAM score is calculated by dividing the current year VAM score assigned to the teacher by the absolute value of the average of three years of consecutive VAM scores. Using the absolute value of the average teacher VAM score will maintain the positive or negative magnitude of the ratio based on the current year teacher VAM score. The Aggregated Teacher VAM will be applied to the Student Performance Data Table as listed below and will account for 50.3% of the overall teacher evaluation rating. Revisions to this evaluation model will be ongoing as new data is obtained from district assessments and FLDOE.

Aggregated Teacher VAM Range	Rating	Rationale
05 points (AgTchVAM ≤ -8.0)	Unsatisfactory 4	Approx. 6% of 85 Points Possible
10 points (-8.0 < AgTchVAM ≤ 7.0)	Unsatisfactory 3	Approx. 12% of 85 Points Possible
15 points (-7.0 < AgTchVAM ≤ 6.0)	Unsatisfactory 2	Approx. 18% of 85 Points Possible
20 points (-6.0 < AgTchVAM ≤ 5.0)	Unsatisfactory 1	Approx. 24% of 85 Points Possible
25 points (-5.0 < AgTchVAM ≤ 4.5)	Developing 4	Approx. 29% of 85 Points Possible
30 points (-4.5 < AgTchVAM ≤ 4.0)	Developing 3	Approx. 35% of 85 Points Possible
35 points (-4.0 < AgTchVAM ≤ 3.5)	Developing 2	Approx. 41% of 85 Points Possible
40 points (-3.5 < AgTchVAM ≤ 3.0)	Developing 1	Approx. 47% of 85 Points Possible
45 points (-3.0 < AgTchVAM ≤ 2.5)	Effective 5	Approx. 53% of 85 Points Possible
50 points (-2.5 < AgTchVAM ≤ 2.0)	Effective 4	Approx. 59% of 85 Points Possible
55 points (-2.0 < AgTchVAM ≤ 1.5)	Effective 3	Approx. 65% of 85 Points Possible
60 points (-1.5 < AgTchVAM < -1.0)	Effective 2	Approx. 71% of 85 Points Possible
65 points (-1.0 ≤ AgTchVAM ≤ 1.0)	Effective 1	Approx. 76% of 85 Points Possible
70 points (1.0 < AgTchVAM ≤ 3.0)	Highly Effective 4	Approx. 82% of 85 Points Possible
75 points (3.0 < AgTchVAM ≤ 5.0)	Highly Effective 3	Approx. 88% of 85 Points Possible
80 points (5.0 < AgTchVAM ≤ 7.0)	Highly Effective 2	Approx. 94% of 85 Points Possible
85 points (AgTchVAM > 7.0)	Highly Effective 1	100% of 85 Points Possible

### 2012-2013: Use of Student Assessment Data

For the 2012-2013 school year, all teachers will earn points for the Student Achievement EPC element of the teacher evaluation system based on the following:

2011-2012 and 2012-2013 Student performance data derived from the students they taught from either:

FCAT and other State Student Assessment processes as applicable to teaching assignment

**OR**

Teacher-made Assessments Determined as a part of TARGET (IPDP) Planning processes

**OR**

District-determined Student Assessment processes that have been phased in replacing related Teacher-made Assessments as applicable to teaching assignment

### 2013-2014: Use of Student Assessment Data

For the 2013-2014 school year, all teachers will earn points for the Student Achievement EPC element of the teacher evaluation system based on the following: 2011-2012 and 2012-2013 and 2013-2014 Student performance data derived from the students they taught from either:

FCAT and other State Student Assessment processes as applicable to teaching assignment

**OR**

Teacher-made Assessments Determined as a part of TARGET (IPDP) Planning processes

OR

District-determined Student Assessment processes that have been phased in replacing related Teacher-made Assessments as applicable to teaching assignment

In summary, up to three years of the most recent student growth data derived from the students the teacher taught (as it becomes available) will be used in calculating the Student Achievement element of the teacher’s Overall Annual Performance Evaluation. Full implementation will occur as student performance growth data becomes available that is derived from all “matched” students the teacher is teaching based on FCAT, other state assessment processes, and from district-determined student assessment processes that will replace teacher-made assessments applied as a part of TARGET (IPDP) Planning.

Also as noted earlier, it is the state’s plan that the district will apply the state student growth model to the student achievement component of all teachers in the district as their students are assessed by those state student growth model assessments. The district will analyze the state model for potential application of state student growth model principles as they may relate to district-determined assessments for subjects not assessed by state assessment processes. The district will apply those principles if they are deemed to be appropriate for use.

**Uncommon Teacher Scenarios**

It should be noted that there are several atypical teacher scenarios that might need to be addressed as they relate to the Student Performance Element of the teacher evaluation system. Those scenarios are delineated in the table below. In addition, there are likely to be unpredicted unique scenarios that will need to be addressed. When they occur, they will be brought forth to the Teacher Evaluation Advisory Committee to be addressed as that committee will need to continue meeting on an ongoing basis. Rules to be applied in, relation to specified teacher scenarios, to the Student Achievement Component Processes of the District Teacher Evaluation System

Specified Variable or Scenario	Teachers	Rule
Experienced teachers new to the district	All	State assessment data from another district
Teachers new to a school not the district that change schools <b>within</b> the same year	All	Use the teacher’s student data from school at which the teacher taught prior to departure
Teachers with FCAT and Non-FCAT students	All	State assessment data
<b><i>Note: There are likely to be unpredicted unique scenarios that will need to be addressed. When they occur, the scenarios will be presented to the Teacher Evaluation Advisory Committee to be addressed.</i></b>		

## Category I: Significant Evaluation Processes for Teachers

- ü Teacher Induction Program Seminar (TIPS) Participation
- ü Orientation and Professional Development related to Teacher Evaluation System Processes, PEC, ACE, or EPI as appropriate
- ü Evaluation Planning Session with Administrator to discuss/review:
  - TARGET (IPDP) Plan
  - ARROW documentation
  - School Improvement Plan Goals-Strategies-Outcomes
  - Priority Evidence-Based Practices
  - Plans for Observations, Self-Evaluation, Interim Performance Review, etc.
  - Student Performance Data Analysis
  - Other topics of interest to teacher and/or administrator
- ü Completed self-evaluation related to EPC Rubrics within 45 days of student contact
- ü Formal Observations (45 minutes minimum)
  - Within the first 45 student contact days 1st and 2nd Semesters
  - Pre-observation conference
  - Post-observation conference
- ü Informal Observation (10 to 30 minutes)
  - 1 minimum 1<sup>st</sup> and 2<sup>nd</sup> semesters
- ü Walk-through Observations (3 to 5 minutes)
  - 8-12 minimum with feedback throughout 1st and 2nd semesters
- ü Interim Performance Evaluation Conference includes:
  - Ratings for each EPC
  - A review of student performance data
  - No rating/points assigned for Student Achievement
  - No points assigned for Situational Context
  - Results are not reported to Human Resources
  - Results are retained at the school only
  - An interim TARGET (IPDP) conversation is conducted at this time
- ü Overall Annual Performance Evaluation Conference
  - Discussion of assigned ratings and point values for each of the Evidence-Based Practices



- Conversation concerning related ongoing observation data as may be appropriate
- Specified Student Demographic Impact Factors
- Student Achievement
- Self-Evaluation conversation
- Reflection and feedback
- All data gathered for assessment purposes will be shared in an immediate and collegial manner
- Summary TARGET (IPDP) Plan and ARROW Documentation Conversations
- Upon completion of the Overall Annual Performance Evaluation conference, two copies of the form will be printed, signed, and dated by the administrator and teacher

### **Special Processes as Applicable to a Teacher's Needs**

As may be applicable to need, a process may be used to promote prompt professional conversations regarding instructional assistance with teachers. If performance concerns exist the following steps shall be taken:

1. The evaluator shall hold a professional conversation with the teacher to identify specific areas of concern coupled with suggested actions to be taken to assist the teacher with improvement of professional practice. Monitoring will be ongoing. An Instructional Assistance Conference (IAC) Form MAY be used at this time.
2. If the problem persists, the evaluator will conduct a focused observation in the area of concern using the Global Observation Instrument (GOI). Monitoring will be on-going.
3. If after the focused observation a teacher is still found to be performing below the effective level in an EPC, the evaluator shall meet with the teacher to discuss the concerns and develop a plan.

### **Category II: Significant Evaluation Processes for Teachers**

ü Orientation and Professional Development related to Teacher Evaluation System Processes

ü Evaluation Planning Session with Administrator to discuss/review:

- TARGET (IPDP) Plan
- ARROW documentation
- School Improvement Plan Goals-Strategies-Outcomes
- Priority Evidence-Based Practices
- Plans for Observations, Self-Evaluation, Interim Performance Review, etc.
- Student Performance Data Analysis
- Other topics of interest to teacher and/or administrator

- ü Completed self-evaluation related to EPC Rubrics within 45 days of student contact
- ü Formal Observation (45 minutes minimum)
  - Optional pre-observation conference
  - Post-observation conference
- ü Informal observation (10 to 30 minutes)
  - 1 minimum annually
- ü Walk-through Observations (3 to 5 minutes)
  - 8-12 minimum with feedback throughout 1st and 2nd semesters
- ü Optional Interim Performance Evaluation Conference includes:
  - Ratings for each EPC
  - A review of student performance data
  - Results are retained at the school only
  - An interim TARGET (IPDP) conversation is conducted at this time
- ü Overall Annual Performance Evaluation Conference
  - Discussion of assigned ratings and point values for each of the Evidence-Based Practices
  - Conversation concerning related ongoing observation data as may be appropriate
  - Specified Student Demographic Impact Factors
  - Student Achievement
  - Self-Evaluation conversation
  - Reflection and feedback
  - All data gathered for assessment purposes will be shared in an immediate and collegial manner
  - Summary TARGET (IPDP) Plan and ARROW Documentation Conversations
  - Upon completion of the Overall Annual Performance Evaluation conference, two copies of the form will be printed, signed, and dated by the administrator and teacher

### **Special Processes as Applicable to a Teacher's Needs**

As may be applicable to need, a process may be used to promote prompt professional conversations regarding instructional assistance with teachers. If performance concerns exist the following steps shall be taken:

1. The evaluator shall hold a professional conversation with the teacher to identify specific areas of concern coupled with suggested actions to be taken to assist the teacher with improvement of professional practice. Monitoring will be ongoing. An Instructional Assistance Conference

(IAC) Form MAY be used at this time. This process and related form does not replace the formal written plan of improvement (PDP) and is not disciplinary in nature. It is intended to facilitate professional conversations between the teacher and administrator.

2. If the problem persists, the evaluator will conduct a focused observation in the area of concern using the Global Observation Instrument (GOI). Monitoring will be on-going.
3. If after the focused observation a teacher is still found to be performing below the effective level in an EPC, the evaluator shall meet with the teacher to discuss the concerns and develop a plan.

If applicable, a formal Professional Development Plan (PDP) to address ratings of *Unsatisfactory* (required) or *Needs Improvement* (Optional) is developed and implemented at this time.

### Classroom Teacher Observation Processes

The observation process is the primary method for collecting evidence related to teacher practices that will be used as a source of data for the summative evaluation process and provides a rich source of feedback to teachers regarding their instructional practice and professional growth. It is expected that this process will initiate conversations between the evaluator and teacher that identifies strengths and potential needs or areas of growth. It is **not** the summative evaluation. There are three types of observation processes:

- ü **Formal** (45 minutes or longer with feedback and required pre-/post-conferences)
- ü **Informal** (10 to 30 minutes in length with feedback and **OPTIONAL** pre-/post-conferences)
- ü **Walkthrough** (3-5 minutes in length with feedback)

The **formal observation** consists of an observation for a full class period (45 minutes or more) as deemed appropriate for various levels (early childhood, primary, intermediate, middle and secondary school). The formal observation includes a pre-conference and post-conference with the teacher. These conferences provide a rich opportunity for teachers to reflect upon their practice, engage in a collaborative decision making process and help evaluators clarify expectations. Both the planning conference and the reflection conference should be scheduled at the same time that the observation is scheduled and should be conducted in a timely manner (1-5 days preceding and following the observation). The planning or pre-conference provides an opportunity for the teacher and the evaluator to talk about the lesson prior to the formal announced observation. During this time, the teacher and observer use the Pre-/Post-Conference Guide as a means to discuss the lesson, engage in collaborative decision making, clarify expectations and identify areas where specific feedback will be provided. The post-conference provides an opportunity for the teacher and the evaluator to reflect about the lesson, clarify expectations and plan forward using the Pre-/Post-Conference Guide for reflection and feedback.

The **informal observation** can be announced or unannounced and may or may not include an observation of the full class period (10 to 30 minutes is suggested). Typically, there is no planning or reflection conference. An informal announced observation may be scheduled prior to the observation

while an unannounced informal observation is not scheduled. These observations are useful for providing additional feedback to teachers, acknowledging professional growth and collecting additional evidence to further guide the overall annual performance evaluation process. While a pre-/post-conference is not required, it is required that evaluators provide timely and actionable feedback to teachers regarding these observations.

As in the informal observation, **walkthroughs** can be announced or unannounced. Walkthroughs generally consist of very brief classroom observations of 3 - 5 minutes in length in which the evaluator gathers evidence regarding classroom instructional practices and behaviors on a regular basis. Timely and actionable feedback to teachers is also strongly recommended. Walkthroughs provide opportunities for providing individual feedback as well as identifying trend and pattern data over time. As is the case with formal and informal observations, if observable performance deficiencies are noted, the evaluator must provide the teacher with specific related feedback. Walkthroughs also are used to identify professional needs for individuals and groups of teachers and provide a means to gauge the implementation of professional learning against individual professional learning plans and school improvement plans.

All observation processes may give attention to two types of behavioral evidence, teacher evidence and student evidence. Teacher evidence is based on thin slices of behavior that are notable teaching moves that can be observed in a classroom. Teacher evidence is specific observable behaviors in which teachers engage when using particular instructional strategies. Student evidence is specific observable behaviors in which students engage in response to the teacher’s use of particular instructional strategies. The feedback process related to the use of the observation instruments may include information concerning questions for teacher reflection. There is no expectation that the questions be answered formally. The reflection questions are intended to stimulate self-reflection and conversation pertaining to teacher practices in relation to the EPC or descriptor. The frequency of formal observations, informal observations and walkthroughs that is expected in the district for Category I, Category II and teachers on a PDP is delineated below.

Teacher Status	Formal Observations 45 Minutes Minimum	Informal Observations 10-30 Minutes	Walkthroughs 3-5 Minutes
Category I	<ul style="list-style-type: none"> <li>• 1 Minimum per semester</li> <li>• Pre-/Post-Conference required</li> <li>• Additional optional</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Minimum per semester</li> <li>• Number varied based on need</li> <li>• <b>Feedback Required</b></li> </ul>	<ul style="list-style-type: none"> <li>• 8-12 Annually</li> <li>• Feedback desired</li> </ul>
Category II	<ul style="list-style-type: none"> <li>• 1 Minimum annually</li> <li>• Additional optional</li> <li>• Pre-Conference optional</li> <li>• <b>Post Conference required</b></li> </ul>	<ul style="list-style-type: none"> <li>• 1 Minimum annually</li> <li>• Number varied based on need</li> <li>• <b>Feedback Required</b></li> </ul>	<ul style="list-style-type: none"> <li>• 8-12 Annually</li> <li>• Feedback desired</li> </ul>
PDP Teacher	<ul style="list-style-type: none"> <li>• 1 Minimum each 45 days while engaged in PDP process</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Minimum each 45 days while engaged in PDP process</li> </ul>	<ul style="list-style-type: none"> <li>• 3 Minimum each 45 days while engaged in PDP process</li> </ul>

## Observation Implementation Practices and Observation Instruments

The Polk County Observation Instruments are a comprehensive data collection and management system that report real-time data from classroom walkthroughs, informal observations, and formal observations. Using efficient electronic tools and research-based content resources, the Polk County Observation Instruments enable administrators to focus on instructional leadership while maintaining compliance with state and district requirements as well as aligning to Race to the Top's requirements related to classroom observation, monitoring, professional development, and reporting. Feedback will be provided to teachers following classroom observations to ensure a transparent and effective ongoing communication process.

The *Global Observation Instrument* (GOI) can be used for administrative classroom walkthroughs, informal observations, and formal observations. Observable EPCs (Educator Accomplished Practices) for each of the four domains are listed to guide the observer. Using the rubrics, the administrator rates observed practices pertaining to each descriptor as highly effective, effective, needs improvement/developing, or unsatisfactory. Space for feedback allows the administrator to articulate the rationale for the rating and/or to provide comments related to the observation. Teachers receive an electronic copy of the observation instrument in order to expedite timely feedback and to enable a reflective process pertaining to their performance status. The observation data gathered electronically, throughout the school year from both the Global and Focused Observation Instruments provides the primary source of information to be applied when rating the teacher on the observable elements of an EPC.

### Calculation of Observable EPC Ratings

An Improvement Model for 2011-2012 teacher evaluations will consist of three weighted observation processes: Walkthroughs, Informal and Formal. When calculating a final rating for each EPC, completed Walkthrough Observations will account for 25%, completed Informal Observations will account for 25%, and completed Formal Observations will account for 50%. Further, weighting will be established for all observations which place less emphasis on observations conducted nearer the beginning of the school year and progresses with greater weight given to those conducted nearer the final rating. Weighting for Walkthrough Observations will reflect specific time periods progressing from 3% in the first time period, 5% in the second time period, 7% in the third time period, and 10% in the last time period. Similar progressive weighting will be established where multiple Informal or Formal Observations are completed. The formula will generate final EPC ratings of Highly Effective, Effective, Needs Improvement/Developing, or Unsatisfactory.

## Observable Essential Performance Criteria and Observation Instruments

As described on page 24, the only Observation Instrument that may be used by administrators to gather data when conducting classroom observation processes is the Global Observation Instrument (GOI). This is the only observation instrument that will be used during varied observation processes in relation to the performance ratings applied to the 15 observable EPCs identified below:

### **Domain 1: Instructional Design, Lesson Planning, and Assessment**

#### *EPC a. Demonstrating knowledge of content and pedagogy*

- Demonstrates knowledge of content
- Uses effective instructional strategies

#### *EPC b. Demonstrating knowledge of students*

- Provides differentiated instruction
- Conducts individual data conferences with students

#### *EPC d. Demonstrating knowledge of resources and technology*

- Uses technology to enhance instruction
- Integrates student use of technology into instructional process

### **Domain 2: Instructional Delivery and Facilitation**

#### *EPC a. Communicating with students*

- Refers to essential question during lesson
- Checks for understanding
- Connects to prior knowledge
- Conveys high expectations

#### *EPC b. Using strategies to evoke higher-order thinking and discussions*

- Asks higher order thinking questions
- Provides scaffolding
- Provides wait time
- Provides opportunities to participate in learning activities

#### *EPC c. Lesson delivery and engaging students in learning*

- Instruction engagingly meets student needs
- Uses distributed summarizing
- Uses accountable talk

#### *EPC d. Using Assessment in Instruction*

- Checks for understanding through varied techniques
- Provides feedback to students
- Uses assessment prompts

#### *EPC e. Demonstrating flexibility and responsiveness*

- Uses varied instructional strategies
- Adjusts instruction based on student response

*EPC f. Integrating cross content reading and writing instruction*

- Incorporates reading
- Develops content vocabulary
- Incorporates reading comprehension strategies
- Incorporates writing

**Domain 3: The Learning Environment**

*EPC a. Creating an environment of respect and rapport*

- Models and reinforces appropriate actions
- Creates a climate of openness and respect
- Exhibits responsiveness and sensitivity

*EPC b. Establishing a culture for learning*

- Interacts with students positively
- Provides specific and appropriate feedback
- Communicates expectations to students

*EPC c. Managing classroom procedures*

- Establishes procedures and routines for managing the classroom
- Manages transitions to maximize instructional time

*EPC d. Managing student behavior*

- Establishes standards for behavior
- Implements behavior plan
- Responds to misbehaviors

*EPC e. Organizing physical space*

- Classroom environment supports learning
- Environment is safe, accessible and inclusive

**Domain 4: Professional Responsibilities and Ethical Conduct**

*EPC a. Attention to equity and diversity*

- Treats all students equitably

**Teacher Self-Evaluation Process**

The district teacher evaluation process includes a self-evaluation element that is calculated into the teacher's Overall Annual Performance Evaluation Rating at the close of the evaluation cycle. It determines 1.7% (3 of 169 points possible) of that rating. The self-evaluation must be completed no later than the teacher's first **45 days** of student contact. The teacher will analyze the rubrics for the 23 EPCs (evidence-based practices as derived from contemporary research) applied in the teacher evaluation system. The teacher reflects on the congruence of his/her practices with the rubric statements and rates him/herself accordingly. This will result in a raw score value ranging from 0-69. The raw score value is converted to a rating points value in accordance with the table below.

### EPC Evidence-Based Rubrics Self-Evaluation Table

Raw Points = 0 - 17	Raw Points = 18 - 33	Raw Points = 34 - 56	Raw Points = 57 - 69
Evaluation Points = 0	Evaluation Points = 1	Evaluation Points = 2	Evaluation Points = 3

Points determined through the self-evaluation and reflection process are added to points derived from Student Achievement, Administrator Ratings and Situational Context variables to determine the teacher's Overall Annual Performance Evaluation Rating.

The self-evaluation process also enables a reflective identification of professional learning needs in relation to the evidence-based practices that can be used as a part of the TARGET (IPDP) planning process. Self-evaluation also enhances the conversations the teacher and administrator will have related to professional learning and its relationship to enhanced teacher performance.

#### Requirements for Consistency in Evaluator Rating Processes

In order to ensure consistency among school evaluators pertaining to rating processes applied to the evidence-based practices derived from contemporary research it is essential that the uniform set of rubrics be used to determine those ratings. These practices are organized in a framework that provides a common language to ensure a focused effort to improve learning, for both students and the adults in our school system. The framework includes 4 Domains, 23 EPCs and multiple descriptors within each EPC. This framework also provides information pertaining to the relationship of the EPCs to the Florida Educator Accomplished Practices and the Marzano Evaluation Model. The framework includes the identification of possible data sources that may be used as evidence for potential ratings as well. The evaluator must use the set of rubrics delineated in the framework when determining the presence and quality of teacher practices consistent with contemporary research in order to assign a fair and equitable rating for each of the 23 EPCs. In essence, ratings for the EPCs must be based on credible data examined through observations, conversations, other possible sources of evidence, and a variety of other means that occur throughout the entire school year. There is **no** expectation or requirement that a portfolio be developed and submitted to the administrator.

#### The Importance of Feedback to Improving Performance

There is significant evidence that effective feedback is a critical element of any process designed to improve performance. It is essential that school administrators apply the mechanisms, with fidelity, for providing meaningful feedback and support for professional learning that are built into the district's teacher evaluation system processes. The system is designed to enhance the focus on student learning and to increase the conversations among staff related to teacher practices that will lead to that enhanced learning. That design will not be effective toward achieving the goal of student learning growth unless school administrators and teachers engage in the processes with commitment and quality. Professional conversation and reciprocal feedback will ultimately determine the success of our students. System processes must be implemented as designed. In order to enhance the feedback and communication process and in accordance with the requirements of the Student Success Act 2011, the administrator must discuss the teacher's overall annual performance evaluation with the teacher in a face-to-face conference. In addition, it is the responsibility of the administrator to provide both



developmental and evaluative feedback to the teacher throughout the year based on varied interactions and observations as described in earlier sections of this system. Likewise, it is the responsibility of the teacher to seek developmental and evaluative feedback from the administrator as may be appropriate.

### **Mechanisms for Parental Input**

Prior to completing the rating on the 23 EPCs as delineated in the related framework and rubrics, the administrator may use information from parent interactions related but not limited to the following:

- Parental phone calls
- Letters, notes, e-mail, etc.
- Face to face conferences
- Information gathered as a part of parental input focus meetings
- Survey data gathered by the teacher
- Survey data gathered by the school
- Data gathered using a District Parent Feedback Form (development is pending)
- Other formal and informal interactions with parents

The administrator and teacher will discuss and agree upon the possible sources of parental input as an element of the Performance Planning session as may be appropriate. The use of any parental information for the purpose of teacher evaluation processes must be communicated in writing and provided to the teacher within 45 days of the receipt of the information in accordance with Florida Statute and the district teacher Collective Bargaining Agreement.

### **Alignment and Support of District and School Improvement Plans**

To fulfill our mission, we envision that students in the Polk County Public Schools will effectively:

- Read, write, compute, speak, listen, and use complex thinking skills to solve problems;
- Be self-directed in creating personal purpose and vision, setting priorities, choosing ethical action, and creating their own knowledge;
- Cooperate and collaborate with others in working with and leading groups; interact positively in diverse settings; recognize the value and contributions of all individuals; and make positive contributions to their communities;
- Understand and use social, organizational, and technological systems; design, monitor, improve and correct performance within a system; and create viable products

Importance is placed on administrators and teachers collaboratively monitoring progress toward meeting Polk County School District's high expectations for continued growth in the academic performance of all students and setting professional growth objectives for teachers related to their

assigned students' achievement data, school improvement plan goals/objectives, and identified individualized and differentiated teacher needs. A significant emphasis is placed on the implementation of high probability instructional strategies that provide all students the opportunity to experience academic performance growth, encourage staff efficacy and collegiality, and encourage parents to support the learning processes that target these outcomes.

Student performance growth is dependent upon the implementation of a professional development system focused on improving student learning experiences, effective use of high probability student engagement strategies, requires careful planning, a collaborative effort by teachers and administrators, and the targeted integration of professional learning through activities that are relevant to the identified needs of Polk County's students and teachers. Therefore, it is imperative that the design, continued development, and implementation of a professional learning system meet the diverse needs of Polk County's students and teachers. From this perspective, focused and collaborative feedback loops between teachers and administrators are crucial. Individualized for each teacher and focused on improving student learning experiences and student engagement practices, this on-going professional dialogue occurs throughout the school year and is designed to create a differentiated teacher professional growth plan with the objective of improving professional practices and student achievement.

Therefore, the staff of the Professional Development Department (PD), in collaboration with the district Professional Development Coordinating Council (PDCC), and the Professional Development Advisory Board (PDAB), has developed a targeted system of professional learning for that integrates all appropriate sub-systems and correlates directly to the improvement of student academic growth. The sub-systems integrated within Polk County's professional learning system are:

- *The District Mission and Strategic Plan Goals*
- *Strategic Plan Strategies and Action Plan/Benchmarks*
- *The School Improvement Planning Process (SIP)*
- *Leadership for Educational Achievement and Development (LEAD)*
- *District Master In-Service Plan (MIP)*
- *Teacher and Administrator Evaluation Systems*

Each of these elements are interrelated and focused on improving student academic performance and growth.

These desired student outcomes and practices will be fostered and nurtured in schools and classrooms with an environment in which:

- Adults assume instructional and ethical leadership to create efficient, effective environments perceived as safe, healthy, and equitable, where students are recognized as unique individuals capable of learning and independent thinking;
- Adults use varied and reliable teaching and evaluating procedures through relevant curricula;

- Adults enable students, families, and communities to work cooperatively to assume responsibility for the total educational experience;
- Adults engage in professional growth and training activities to effect continuous improvement in the system;

Students are guided in their total physical, mental, and emotional development through activities which are student-centered and which focus on positive expectations and encourage intrinsic motivation.

### **Continuous Professional Improvement**

In accordance with Florida Statute 1012.34(2) (b), F.S., the Student Success Act of 2011, and Florida's Educator Accomplished Practices, a teacher's continuous professional improvement must be founded in contemporary educational research, affect measurable student learning growth, incorporate high probability instructional strategies, and be included as a component of the district's **Teacher Evaluation System**. Therefore, a teacher's Individual Professional Development Plan (TARGET) is an essential element of Polk County's Teacher Evaluation System. Each teacher, in collaboration with the school principal and/or assistant principal must develop and maintain a TARGET (IPDP) plan. The teacher's TARGET (IPDP) goals, although aspirational not evaluative in nature, must relate directly to student growth data for the students assigned to him or her, AYP sub-group performance, the School Improvement Plan, his or her self-evaluation, and/or his or her summary evaluation from the prior school year. A teacher's professional growth goals must correlate to student learning needs identified during his or her evaluation of the preceding variables and be relevant to the growth data for the matched students assigned to the teacher. During the TARGET (IPDP) process, the teacher identifies critical deficits in student performance, analyzes student data related to those deficits, determines student learning needs, sets student performance goals, and selects measures for student learning specific to the identified student learning needs and goals.

As an element in Polk County's continuous professional improvement process for teachers, teachers and administrators create an on-going professional dialogue through the use of common language, feedback loops, pre/post observation conferences, and data chats designed to create a differentiated professional growth plan; individualized for each teacher and focused on the improvement of student learning experiences and student engagement practices. Throughout the school year, Polk County's teachers are provided specific and relevant feedback from administration focused on a teacher's TARGET (IPDP) plan goals with the objective of improving professional practices. Working collaboratively, the teacher and administrator develop an evaluation component to determine the degree to which the teacher's TARGET (IPDP) goals were achieved, design a focus for the teacher's professional learning for the year aligned to his or her TARGET (IPDP) plan goals, and select high probability classroom strategies for implementation correlated to the teacher's TARGET (IPDP) plan goals and supported by contemporary educational research. Throughout the process, the administrator and teacher also determine the degree to which the teacher's implementation of the high probability strategies are impacting student performance and adjust the teacher's professional learning goals accordingly.

At the conclusion of the school year, the teacher and administrator reflect upon the teacher's implementation of the high probability strategies gleaned from his or her professional learning experiences and the impact his or her professional improvement had on the learning, engagement, and achievement of his or her assigned students. An essential component of a teacher's continuous improvement of professional practices is feedback. Processes include:

- Teachers and administration collaboratively developing short and long term professional goals related to individual continuous improvement of practices and the implementation of high probability strategies to increase student performance
- Data from formal and informal observations will be compiled and used in conferences with teachers once each semester to give specific feedback on their instructional practices and offer possible learning resources to enhance professional practices. Learning resources for individual continuous improvement may include but are not limited to:
  - Observations of best practices
  - PD 360
  - Professional Learning Communities at school site
  - Department chairs, team leaders, peer mentors to support learning
  - District-based professional development
- On-going TARGET (IPDP) conversations with administrators focused on individual continuous improvement of professional practices.
- An on-going professional dialogue between teachers and administrators through the use of common language, feedback loops, pre/post observation conferences, and data chats that supports a professional growth experience individualized for each teacher.

## Processes and Components Included in Evaluator Professional Learning

Professional learning for all personnel responsible for evaluating staff occurs on an annual basis with delivery mechanisms and content developed and implemented collaboratively by Professional Learning staff and Senior Directors as follows:

Delivery Mechanisms	Content
<b>Annual Orientations and Updates</b>	Processes & Criteria
<b>Ongoing Area Group Meetings</b>	Processes, Structures, Criteria, and Skills
<b>Area &amp; Department Meetings</b>	Professional Learning Community (PLC) Development
<b>Individual Coaching</b>	Skill Development & Problem Resolution
<b>District Wide In-Service As Needed</b>	Skill Development & Criteria Analysis

Professional learning content and processes for administrative/leadership personnel who evaluate performance are focused on the following variables:

- New Teacher Evaluation System Procedures
- Specific Processes and Timelines
- Relationship of District Mission and Strategic Plan to Teacher Evaluation System
- Legal and Ethical Rationale for the Teacher Evaluation System
- Criteria, Rating Scales, and Rubric Definitions
- EPC and Data Collection Analysis
- Documentation Processes
- Using the Global and Focused Observation Instruments to Gather Evidence
- Development and Monitoring of School Improvement Plans
- Development and Monitoring of Teacher Professional Growth Goals
- Preparation of Professional Development Plans (PDP)
- Observing, Conferencing, Coaching, and Feedback Skills
- Adult and Career Stages of Development
- Additional professional learning opportunities are provided for school-based administrators in the content and skills necessary to implement the Teacher Evaluation System for instructional personnel as needed.

### Processes for Informing Teachers about the Teacher Evaluation System

All professional learning for teachers related to the Teacher Evaluation System include theory, system components, Florida's Educator Accomplished Practices (FEAPs), observation processes, timelines, and rubrics, evaluation procedures, and student achievement indicators.

### Evaluator and Teacher Professional Learning Components and Timeline

<b>June 2011</b>	<ul style="list-style-type: none"> <li>• Professional Development to develop face-to-face and web-based support modules for new Teacher Evaluation System (TES) for administrators and teachers</li> <li>• Day 1 – Evaluator professional learning for principals and district administration</li> <li>• District Teacher Evaluation cohort complete evaluator professional learning</li> </ul>
<b>July 2011</b>	<ul style="list-style-type: none"> <li>• Day 1 – Evaluator professional learning for principals and district administration</li> </ul>
<b>August 2011</b>	<ul style="list-style-type: none"> <li>• Offer web-based professional learning modules for teachers on the new Teacher Evaluation System</li> <li>• Create an FAQ Quick Reference Guide from questions and feedback received from teachers and administrators participating in the TES professional learning during the summer 2011</li> </ul>
<b>August 15th - 19th</b>	<ul style="list-style-type: none"> <li>• Offer web-based professional learning course for teachers on the TES</li> </ul>
<b>Beyond August 16, 2011</b>	<ul style="list-style-type: none"> <li>• Teachers hired after August 16, 2011 must complete the new TES professional learning module within 10 days of hire</li> <li>• Administrators hired after August 16, 2011 must begin the new TES professional learning module within their first week of placement</li> </ul>
<b>September 2011</b>	<ul style="list-style-type: none"> <li>• Days (2 – 3) – Evaluator professional learning for administrators</li> </ul>
<b>October 2011</b>	<ul style="list-style-type: none"> <li>• Day 4 (Quality Assurance Assessment) – Evaluator professional learning for administrators and district level supervisors</li> <li>• Evaluators must be certified prior to beginning evaluative observations of teachers</li> </ul>
<b>November 2011- January 2012</b>	<ul style="list-style-type: none"> <li>• District Teacher Evaluation cohort complete evaluator Train-the-Trainer professional learning</li> <li>• Day (1 – 4) – Evaluator professional learning for assistant principals conducted by district Teacher Evaluation cohort</li> </ul>
<b>Special Notes</b>	<ul style="list-style-type: none"> <li>• FAQ Quick Reference Guide will be posted on the Professional Development department's website.</li> <li>• Teachers and administrators will be able to repeat modules for knowledge and understanding.</li> <li>• Teachers may consult with administrators for clarification of questions and concerns not addressed in the professional learning or FAQ guide.</li> <li>• Administrators will communicate teachers' questions and concerns to the Professional Development department.</li> <li>• To ensure inter-rater reliability, each school year certified evaluators must re-certify as evaluative observers prior to beginning observations of teachers and district supervisory staff will randomly survey and monitor school-based administrators' completed teacher evaluation processes for quality and consistency.</li> </ul>

### Use of Contemporary Research – Evidence-Based Practices

The contemporary research base for the development of the Evidence-Based Practices Rubrics applied in the district's teacher evaluation system has been derived from the following publications:

Marzano, Robert J. (2007) *The Art and Science of Teaching – A Comprehensive Framework for Effective Instruction*, Alexandria, VA: ASCD.

Danielson, Charlotte. (2007) *Enhancing Professional Practice – A Framework for Teaching- 2nd Edition*, Alexandria, VA: ASCD.

Stronge, James H. (2007) *Qualities of Effective Teachers - 2nd Edition*, Alexandria, VA: ASCD.

Hattie, John A. C. (2009) *Visible Learning – A Synthesis of Over 800 Meta-Analyses Related to Achievement*, New York, NY: Rutledge.

As additional contemporary research related to teaching practices and enhanced student learning is published, the teaching practices and related rubrics will be analyzed, evaluated and adjusted to be consistent with the most current educational research available. This process will be applied at a minimum of every three years as a part of an ongoing evaluation of system processes in terms of their application, impact on teacher practices and impact on student learning.

### Evaluation Rating Criteria Variables

The four rating labels applied to all system components to which a rating label is applied are congruent with the labels delineated in the Student Success Act 2011. They are:

- Highly Effective
- Effective
- Needs Improvement/Developing\*
- Unsatisfactory

*\*Developing* is applicable only to teachers in their first three years in the district. General definitions of the four rating labels are provided in the Glossary. Specific meanings are derived from the evidence-based practices rubrics and are delineated in **Appendix D**.

The rubric(s) and weighting scales/scoring systems used to define and assign an employee's final evaluation rating are described in several places in this manual. An abridged description is provided below.

Variable	Weight	Value	Determinant
Student Achievement	50.3%	85	State assessment data
EPCs & Situational Context	48%	81	Evaluators and demographic impact factors
Self-Evaluation Metric	1.7%	3	Classroom Teacher
<b>Total</b>	100%	169	

The final Overall Annual Performance Evaluation Rating is assigned by a certified evaluator who verifies the data gathered through varied electronic processes. The appropriate certified evaluator must meet with the teacher in a conference to share the results of the overall evaluation. A more detailed description of this process is provided within several sections of this manual.

The table used by evaluators from which the final Overall Annual Performance Evaluation Rating is determined is located on the Overall Annual Performance Evaluation Rating form located in **Appendix E**.

### Multiple Evaluations for First Year Teachers (New to the Profession or District)

Evaluation procedures for teachers in their first year in the profession or district are described in several sections of this manual. The section entitled, “Significant Evaluation Process –Category I Teachers...” (Pages 18 – 19) provides a detailed sequence of steps applied when evaluating these teachers. The number of classroom observations is delineated in the table on page 23. The types of student performance data that are reviewed at the interim performance review and throughout the school year may include but are not limited to the following:

- Progress monitoring data derived from district processes
- Student work
- Teacher-made student assessment data

Observation processes and student data reviews are conducted by the principal or assistant principal. Ongoing, timely, and actionable feedback is provided throughout the school year for all teachers as described in several sections of this manual and is summarized and focused upon on page 28.

There is no modification in the rating process pertaining to the Self-Evaluation and Evaluator Rating activities related to the evidence-based practices. Modification of the Overall Annual Performance Evaluation Rating process for teachers new to the district is delineated on the table on page 23.

### **Support for District and School Improvement Plans**

The district’s teacher evaluation system focuses on enhancing effective instruction and student learning. It is one of the major components of the district’s Professional Development System (PDS) that integrates the Teacher Evaluation System with other organizational sub-systems such as the District Strategic Plan, Differentiated Accountability Plan, School Improvement Plans and the Administrative Evaluation System. Results from the teacher evaluation process will be applied to inform district and school improvement planning initiatives as well as serving a tool to determine the impact on related strategy implementation and goal achievement. In addition data derived the application of teacher evaluation system processes will be used when establishing professional development goals and strategies as a part of district and school improvement plans. In essence, the district’s teacher evaluation system provides for the integration of TARGET Planning, student performance measurement and the documented application of teacher evidence-based practices to support district and school improvement plans.

The district is currently working on the technological interfaces necessary through the redesign of the Local Instructional Improvement System (LIIS) to ensure that quality data is available. This is essential to promote timely and informed decision-making as those decisions relate to district and school improvement plans. A significant “investment” has been made to provide the linkages necessary to use for improving student learning that is derived from the teacher evaluation system.



### **Teaching Fields Requiring Special Procedures**

The process used by the district to identify teaching fields for which there may be a need to determine specialized evaluation and criteria includes a review of the field or position attributes, by the Teacher Evaluation Advisory Committee, pertaining to, but not limited to, the following variables:

- Unique instructional setting
- Job functions as described in the district job description for the position (field)
- Standards and quality of expected practice derived from contemporary research pertaining to the teaching field
- Status of direct or indirect linkage to student learning
- Availability of stable, reliable, valid data related to the teaching field
- Job role in relation to the Florida Educator Accomplished Practices
- Potential student achievement data sources that can be applied to the teaching field

There are several teaching fields or positions that have been identified that require specialized evaluation processes and criteria. The manner in which they will be addressed will be determined between August 1, 2011 through May 2012.

### **Annual Review of the Teacher Evaluation System**

The district's Teacher Evaluation System will be reviewed annually by the Teacher Evaluation Advisory Committee (TEAC). Specified membership on the TEAC will be described in Article 15 of the district's Teacher Collective Bargaining Agreement. Generally speaking, membership includes representatives from all significant shareholder groups and consists of an equal number of teacher and administrative staff (school-based and district level). The Union will be represented as a part of the teacher staff group on the committee. Elements examined by the TEAC will be determined by data availability over time and will include but are not limited to the following:

- Evaluation reports related to the quality of implementation of system components
- Evaluation reports related to the impact of system processes on teacher practices
- Evaluation reports related to the impact on student achievement (learning)
- The impact of varied tables related to rigor, equity and validity based on the use of data for the purposes of evaluating performance
- Changes in related Florida statutes and School Board Policy
- Priority district instructional initiatives
- Additional contemporary research pertaining to high yield teaching strategies

The TEAC members will meet a minimum of two times annually and make recommendations to the Superintendent or as determined through collective bargaining processes and will make recommendations for system changes by July 1 of each year starting with July 1, 2012. Certain adjustments in system processes that pertain to student performance measures applicable to teacher evaluation may need to be made during the initial year of implementation due to unknown factors related to the stability and reliability of student achievement data. TEAC may make related

recommendations pertaining to system processes if that occurs. Any changes in system processes during any year will be submitted to the FDOE for review and approval.

### **Peer Review Option**

At this time, the district Teacher Evaluation System does not include the application of a peer review process as a formal element of the system that include the application of that process as one of the metrics in the teacher evaluation process. The TEAC may review the peer review option during year two of system implementation and make related recommendations as may be appropriate. Formal and informal peer support processes are established in the district particularly as they related to Category I classroom teachers.

### **Evaluation by the Supervisor**

The evaluator in Polk has been determined to be the school principal and/or the school assistant principal. That specific determination is delineated in Article 15 of the Teacher Collective Bargaining Agreement. An observer in relation to the performance evaluation who may contribute information pertaining to the evaluation of a teacher may also be the principal/immediate supervisor or an assistant principal designated by the principal. In rare and usual circumstances should the principal be unable to perform the role of the evaluator, the Superintendent will designate a certified administrative evaluator who meets the criteria to perform the evaluations. All personnel that perform the evaluation and/or observation function must be trained and certified pertaining to the skills and knowledge base to perform that function. It is noted here also that the performance evaluation criteria for principals and assistant principals include language related to their quality of implementation of the teacher evaluation system processes.

### **Input into Evaluation by Trained Personnel other than the Supervisor**

Other than as described in the section above pertaining to the *Evaluation by the Supervisor* process, typically, no other personnel will have direct input into the evaluation of a classroom teacher. It is possible that input could be provided by district level staff pertaining to the evaluation procedure as it would be related to a formal Professional Development Plan process or other disciplinary process pertaining to teachers on Continuing or Professional Services contract status as outlined in the Teacher Collective Bargaining Agreement or delineated in Florida Statute.

District or school support staff that work with a teacher concerning professional development and learning may provide feedback as it pertains to deliberate practice to the teacher in a supportive or developmental role. That feedback from school or district support staff **may not be** provided as a part of the performance evaluation of the teacher. Only the evaluating administrator may provide evaluative feedback to the teacher.

### **Timeline for Developing/Selecting Growth Measures for Additional Grades and Subjects**

<i>Type</i>	<i>Subjects/Grades</i>	<i>Growth Measure</i>	<i>Year</i>
FCAT	State assessed courses/grades	State Growth Model	2011-2012
Non-FCAT	All grades and subjects	Application of growth model data	By July 1, 2015

## Appendix A

### Florida Student Success Act 2011

An act relating to education personnel; providing a short title; amending s. 1012.34, F.S.; revising provisions relating to the evaluation of instructional personnel and school administrators; requiring the Department of Education to approve each school district's instructional personnel and school administrator evaluation systems; requiring reporting by the Commissioner of Education relating to the evaluation systems; providing requirements and revising procedures and criteria for the evaluation systems; requiring the commissioner to approve or select and the State Board of Education to adopt formulas for school districts to use in measuring student learning growth; requiring the state board to adopt rules relating to standards and measures for implementation of the evaluation systems; amending s. 1008.22, F.S.; requiring school districts to administer assessments for each course offered in the district; amending s. 1012.22, F.S.; revising provisions relating to instructional personnel and school administrator compensation and salary schedules; providing requirements for a performance salary schedule, a grandfathered salary schedule, adjustments, and supplements; revising criteria for the promotion of instructional personnel; creating s. 1012.335, F.S.; providing employment criteria for instructional personnel hired on or after July 1, 2011; providing definitions; providing grounds for suspension or dismissal; requiring rules to define the term "just cause"; providing that certain individuals who are hired as instructional personnel are ineligible for contracts issued under s. 1012.33, F.S.; amending s. 1002.33, F.S.; requiring charter schools to comply with provisions relating to compensation and salary schedules, workforce reductions, contracts with instructional personnel hired on or after July 1, 2011, and certain requirements for performance evaluations; amending s. 1003.621, F.S.; requiring academically high-performing school districts to comply with additional requirements for personnel; amending s. 1006.09, F.S.; conforming provisions to changes made by the act; amending s. 1012.07, F.S.; revising the methodology for determining critical teacher shortage areas; amending s. 1012.2315, F.S.; providing reporting requirements relating to instructional personnel and school administrator performance; amending s. 1012.27, F.S.; revising the criteria for transferring a teacher; conforming provisions to changes made by the act; amending s. 1012.28, F.S.; authorizing a principal to refuse to accept the placement or transfer of instructional personnel under certain circumstances; amending s. 1012.33, F.S.; revising provisions relating to contracts with certain education personnel; revising just cause grounds for dismissal; deleting provisions to conform to changes made by the act; revising the criteria for renewing a professional service contract; requiring that a district school board's decision to retain personnel be primarily based on the employee's performance; repealing s. 1012.52, F.S., relating to legislative intent and findings to improve student achievement and teacher quality; amending s. 1012.795, F.S.; conforming provisions to changes made by the act; authorizing an exemption from requirements for performance evaluation systems and compensation and salary schedules for certain school districts; providing that specified provisions of law do not apply to rulemaking required to administer the act; providing for the repeal of certain special acts or general laws of local application relating to contracts for instructional personnel or school administrators; providing for application of specified provisions of the act; providing for severability; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

**Section 1. This act may be cited as the “Student Success Act.”**

**Section 2. Effective upon this act becoming a law, section 1012.34, Florida Statutes, is amended to read: 1012.34 Personnel evaluation Assessment procedures and criteria.—**

**(1) EVALUATION SYSTEM APPROVAL AND REPORTING.—**

(a) For the purpose of increasing student learning growth by improving the quality of instructional, administrative, and supervisory services in the public schools of the state, the district school superintendent shall establish procedures for evaluating the performance of duties and responsibilities of all instructional, administrative, and supervisory personnel employed by the school district. The district school superintendent shall annually report the evaluation results of instructional personnel and school administrators to the Department of Education in addition to the information required under subsection (5).

(b) The department must approve each school district’s instructional personnel and school administrator evaluation systems. The department shall monitor each district’s implementation of its instructional personnel and school administrator evaluation systems for compliance with the requirements of this section.

(c) By December 1, 2012, the Commissioner of Education shall report to the Governor, the President of the Senate, and the Speaker of the House of Representatives the approval and implementation status of each school district’s instructional personnel and school administrator evaluation systems. The report shall include performance evaluation results for the prior school year for instructional personnel and school administrators using the four levels of performance specified in paragraph (2)(e). The performance evaluation results for instructional personnel shall be disaggregated by classroom teachers, as defined in s. 1012.01(2)(a), excluding substitute teachers, and all other instructional personnel, as defined in s. 1012.01(2)(b)–

(d). The commissioner shall continue to report, by December 1 each year thereafter, each school district’s performance evaluation results and the status of any evaluation system revisions requested by a school district pursuant to subsection (6).

**(2) EVALUATION SYSTEM REQUIREMENTS.—**The evaluation systems for instructional personnel and school administrators must:

(a) Be designed to support effective instruction and student learning growth, and performance evaluation results must be used when developing district and school level improvement plans.

(b) Provide appropriate instruments, procedures, and criteria for continuous quality improvement of the professional skills of instructional personnel and school administrators, and performance evaluation results must be used when identifying professional development.

(c) Include a mechanism to examine performance data from multiple sources, including opportunities for parents to provide input into employee performance evaluations when appropriate.

(d) Identify those teaching fields for which special evaluation procedures and criteria are necessary.

(e) Differentiate among four levels of performance as follows:

1. Highly effective.
2. Effective.
3. Needs improvement or, for instructional personnel in the first 3 years of employment who need improvement, developing.
4. Unsatisfactory.

The Commissioner of Education shall consult with experts, instructional personnel, school administrators, and education stakeholders in developing the criteria for the performance levels.

(f) Provide for training programs that are based upon guidelines provided by the department to ensure that all individuals with evaluation responsibilities understand the proper use of the evaluation criteria and procedures.

(g) Include a process for monitoring and evaluating the effective and consistent use of the evaluation criteria by employees with evaluation responsibilities.

(h) Include a process for monitoring and evaluating the effectiveness of the system itself in improving instruction and student learning. In addition, each district school board may establish a peer assistance process. This process may be a part of the regular evaluation system or used to assist employees placed on performance probation, newly hired classroom teachers, or employees who request assistance.

(3) EVALUATION PROCEDURES AND CRITERIA. — Instructional personnel and school administrator performance evaluations must be based upon on the performance of students assigned to their classrooms or schools, as provided in this section. Pursuant to this section, a school district's performance evaluation is not limited to basing unsatisfactory performance of instructional personnel and school administrators solely upon student performance, but may include other criteria approved to evaluate assess instructional personnel and school administrators' performance, or any combination of student performance and other approved criteria. Evaluation The procedures and criteria must comply with, but are not limited to, the following:

(a) A performance evaluation must be conducted for each employee at least once a year, except that a classroom teacher, as defined in s. 1012.01(2)(a), excluding substitute teachers, who is newly hired by the district school board must be observed and evaluated at least twice in the first year of teaching in the school district. The performance evaluation must be based upon sound educational principles and contemporary research in effective educational practices. The evaluation criteria must include:

1. Performance of students. At least 50 percent of a performance evaluation must be based upon data and indicators of student learning growth assessed annually by statewide assessments or, for subjects and grade levels not measured by statewide assessments, by school district assessments as provided in s. 1008.22(8). Each school district must use the formula adopted pursuant to paragraph (7)(a) for measuring student learning growth in all courses associated with statewide assessments and must select an equally appropriate formula for measuring student learning growth for all other grades and subjects, except as otherwise provided in subsection (7).

a. For classroom teachers, as defined in s. 1012.01(2) (a), excluding substitute teachers, the student learning growth portion of the evaluation must include growth data for students assigned to the teacher over the course of at least 3 years. If less than 3 years of data are available, the years for which data are available must be used and the percentage of the evaluation based upon student learning growth may be reduced to not less than 40 percent.

b. For instructional personnel who are not classroom teachers, the student learning growth portion of the evaluation must include growth data on statewide assessments for students assigned to the instructional personnel over the course of at least 3 years, or may include a combination of student learning growth data and other measureable student outcomes that are specific to the assigned position, provided that the student learning growth data accounts for not less than 30 percent of the evaluation. If less than 3 years of student growth data are available, the years for which data are available must be used and the percentage of the evaluation based upon student learning growth may be reduced to not less than 20 percent.

c. For school administrators, the student learning growth portion of the evaluation must include growth data for students assigned to the school over the course of at least 3 years. If less than 3 years of data are available, the years for which data are available must be used and the percentage of the evaluation based upon student learning growth may be reduced to not less than 40 percent.

2. Instructional practice. Evaluation criteria used when annually observing classroom teachers, as defined in s. 1012.01(2) (a), excluding substitute teachers, must include indicators based upon each of the Florida Educator Accomplished Practices adopted by the State Board of Education. For instructional personnel who are not classroom teachers, evaluation criteria must be based upon indicators of the Florida Educator Accomplished Practices and may include specific job expectations related to student support.

3. Instructional leadership. For school administrators, evaluation criteria must include indicators based upon each of the leadership standards adopted by the State Board of Education under s. 1012.986, including performance measures related to the effectiveness of classroom teachers in the school, the administrator's appropriate use of evaluation criteria and procedures, recruitment and retention of effective and highly effective classroom teachers, improvement in the percentage of instructional personnel evaluated at the highly effective or effective level, and other leadership practices that result in student learning growth. The system may include a means to give parents and instructional personnel an opportunity to provide input into the administrator's performance evaluation.

4. Professional and job responsibilities. For instructional personnel and school administrators, other professional and job responsibilities must be included as adopted by the State Board of Education. The district school board may identify additional professional and job responsibilities.

(b) All personnel must be fully informed of the criteria and procedures associated with the evaluation process before the evaluation takes place.

(c) The individual responsible for supervising the employee must evaluate assess the employee's performance. The evaluation system may provide for the evaluator to consider

input from other personnel trained under paragraph (2) (f). The evaluator must submit a written report of the evaluation to the district school superintendent for the purpose of reviewing the employee's contract. The evaluator must submit the written report to the employee no later than 10 days after the evaluation takes place. The evaluator must discuss the written evaluation report with the employee. The employee shall have the right to initiate a written response to the evaluation, and the response shall become a permanent attachment to his or her personnel file.

(d) The evaluator may amend an evaluation based upon assessment data from the current school year if the data becomes available within 90 days after the close of the school year. The evaluator must then comply with the procedures set forth in paragraph (c).

(4) NOTIFICATION OF UNSATISFACTORY PERFORMANCE.—If an employee who holds a professional service contract as provided in s. 1012.33 is not performing his or her duties in a satisfactory manner, the evaluator shall notify the employee in writing of such determination. The notice must describe such unsatisfactory performance and include notice of the following procedural requirements:

(a) Upon delivery of a notice of unsatisfactory performance, the evaluator must confer with the employee who holds a professional service contract, make recommendations with respect to specific areas of unsatisfactory performance, and provide assistance in helping to correct deficiencies within a prescribed period of time.

(b)1. The employee who holds a professional service contract shall be placed on performance probation and governed by the provisions of this section for 90 calendar days following the receipt of the notice of unsatisfactory performance to demonstrate corrective action. School holidays and school vacation periods are not counted when calculating the 90-calendar-day period. During the 90 calendar days, the employee who holds a professional service contract must be evaluated periodically and apprised of progress achieved and must be provided assistance and in-service training opportunities to help correct the noted performance deficiencies. At any time during the 90 calendar days, the employee who holds a professional service contract may request a transfer to another appropriate position with a different supervising administrator; however, if a transfer is granted pursuant to ss. 1012.27(1) and 1012.28(6), it does not extend the period for correcting performance deficiencies.

2. Within 14 days after the close of the 90 calendar days, the evaluator must evaluate whether the performance deficiencies have been corrected and forward a recommendation to the district school superintendent. Within 14 days after receiving the evaluator's recommendation, the district school superintendent must notify the employee who holds a professional service contract in writing whether the performance deficiencies have been satisfactorily corrected and whether the district school superintendent will recommend that the district school board continue or terminate his or her employment contract. If the employee wishes to contest the district school superintendent's recommendation, the employee must, within 15 days after receipt of the district school superintendent's recommendation, submit a written request for a hearing. The hearing shall be conducted at the district school board's election in accordance with one of the following procedures:

a. A direct hearing conducted by the district school board within 60 days after receipt of the written appeal. The hearing shall be conducted in accordance with the provisions of ss. 120.569 and 120.57. A majority vote of the membership of the district school board shall be required to sustain the district school superintendent's recommendation. The determination of the district school board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment; or

b. A hearing conducted by an administrative law judge assigned by the Division of Administrative Hearings of the Department of Management Services. The hearing shall be conducted within 60 days after receipt of the written appeal in accordance with chapter 120. The recommendation of the administrative law judge shall be made to the district school board. A majority vote of the membership of the district school board shall be required to sustain or change the administrative law judge's recommendation. The determination of the district school board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

(5) ADDITIONAL NOTIFICATIONS.—The district school superintendent shall annually notify the department of any instructional personnel or school administrators who receive two consecutive unsatisfactory evaluations. The district school superintendent shall also notify the department of any instructional personnel or school administrators who are given written notice by the district of intent to terminate or not renew their employment. The department shall conduct an investigation to determine whether action shall be taken against the certificate holder pursuant to s. 1012.795.

(6) ANNUAL REVIEW OF AND REVISIONS TO THE SCHOOL DISTRICT EVALUATION SYSTEMS.—The district school board shall establish a procedure for annually reviewing instructional personnel and school administrator evaluation assessment systems to determine compliance with this section. All substantial revisions to an approved system must be reviewed and approved by the district school board before being used to evaluate assess instructional personnel or school administrators. Upon request by a school district, the department shall provide assistance in developing, improving, or reviewing an evaluation system.

(7) MEASUREMENT OF STUDENT LEARNING GROWTH.—

(a) By June 1, 2011, the Commissioner of Education shall approve a formula to measure individual student learning growth on the Florida Comprehensive Assessment Test (FCAT) administered under s. 1008.22(3) (c) 1. The formula must take into consideration each student's prior academic performance. The formula must not set different expectations for student learning growth based upon a student's gender, race, ethnicity, or socioeconomic status. In the development of the formula, the commissioner shall consider other factors such as a student's attendance record, disability status, or status as an English language learner. The commissioner shall select additional formulas as appropriate for the remainder of the statewide assessments included under s. 1008.22 and continue to select formulas as new assessments are implemented in the state system. After the commissioner approves the formula to measure individual student learning growth on the FCAT and as additional formulas are selected by the commissioner for new assessments implemented in the state system, the State Board of Education shall adopt these formulas by rule.



(b) Beginning in the 2011-2012 school year, each school district shall measure student learning growth using the formula approved by the commissioner under paragraph (a) for courses associated with the FCAT. Each school district shall implement the additional student learning growth measures selected by the commissioner under paragraph (a) for the remainder of the statewide assessments included under s. 1008.22 as they become available. Beginning in the 2014-2015 school year, for grades and subjects not assessed by statewide assessments but otherwise assessed as required under s. 1008.22(8), each school district shall measure student learning growth using an equally appropriate formula. The department shall provide models for measuring student learning growth which school districts may adopt.

(c) For a course that is not measured by a statewide assessment, a school district may request, through the evaluation system approval process, to use a student achievement measure rather than a student learning growth measure if achievement is demonstrated to be a more appropriate measure of classroom teacher performance. A school district may also request to use a combination of student learning growth and achievement, if appropriate.

(d) If the student learning growth in a course is not measured by a statewide assessment but is measured by a school district assessment, a school district may request, through the evaluation system approval process, that the performance evaluation for the classroom teacher assigned to that course include the learning growth of his or her students on FCAT Reading or FCAT Mathematics. The request must clearly explain the rationale supporting the request. However, the classroom teacher's performance evaluation must give greater weight to student learning growth on the district assessment.

(e) For classroom teachers of courses for which the district has not implemented appropriate assessments under s. 1008.22(8) or for which the school district has not adopted an equally appropriate measure of student learning growth under paragraphs (b)-(d), student learning growth must be measured by the growth in learning of the classroom teacher's students on statewide assessments, or, for courses in which enrolled students do not take the statewide assessments, measurable learning targets must be established based upon the goals of the school improvement plan and approved by the school principal. A district school superintendent may assign to instructional personnel in an instructional team the student learning growth of the instructional team's students on statewide assessments. This paragraph expires July 1, 2015.

(8) RULEMAKING.—The State Board of Education shall adopt rules pursuant to ss. 120.536(1) and 120.54 which, establish uniform procedures for the submission, review, and approval of district evaluation systems and reporting requirements procedures for the annual evaluation of instructional personnel and school administrators; specific, discrete standards for each performance level required under subsection (2) to ensure clear and sufficient differentiation in the performance levels and to provide consistency in meaning across school districts; the measurement of student learning growth and associated implementation procedures required under subsection (7); a process to permit instructional personnel to review the class roster for accuracy and to correct any mistakes relating to the identity of students for whom the individual is responsible; and a process for monitoring school district implementation of evaluation systems in accordance with this section. Specifically, the rules shall establish a student learning growth standard that if not met will result in the employee receiving

an unsatisfactory performance evaluation rating. In like manner, the rules shall establish a student learning growth standard that must be met in order for an employee to receive a highly effective rating and a student learning growth standard that must be met in order for an employee to receive an effective rating.

**Section 3. Subsection (8) of section 1008.22, Florida Statutes, is amended to read:**

1008.22 Student assessment program for public schools.—

**(8) LOCAL ASSESSMENTS.—**

(a) Measurement of the learning gains of students in all subjects and grade levels other than subjects and grade levels required for the state student achievement testing program is the responsibility of the school districts.

(b) Beginning with the 2014-2015 school year, each school district shall administer for each course offered in the district a student assessment that measures mastery of the content, as described in the state-adopted course description, at the necessary level of rigor for the course. Such assessments may include:

1. Statewide assessments.
2. Other standardized assessments, including nationally recognized standardized assessments.
3. Industry certification examinations.
4. District-developed or district-selected end-of-course assessments.

(c) The Commissioner of Education shall identify methods to assist and support districts in the development and acquisition of assessments required under this subsection. Methods may include developing item banks, facilitating the sharing of developed tests among school districts, acquiring assessments from state and national curriculum-area organizations, and providing technical assistance in best professional practices of test development based upon state-adopted curriculum standards, administration, and security.

**Section 4. Paragraphs (c) and (e) of subsection (1) of section 1012.22, Florida Statutes, are amended to read: 1012.22 Public school personnel; powers and duties of the district school board.—The district school board shall:**

(1) Designate positions to be filled, prescribe qualifications for those positions, and provide for the appointment, compensation, promotion, suspension, and dismissal of employees as follows, subject to the requirements of this chapter:

**(c) Compensation and salary schedules.—**

1. Definitions.—As used in this paragraph:

- a. "Adjustment" means an addition to the base salary schedule that is not a bonus and becomes part of the employee's permanent base salary and shall be considered compensation under s. 121.021(22).
- b. "Grandfathered salary schedule" means the salary schedule or schedules adopted by a district school board before July 1, 2014, pursuant to subparagraph 4.

- c. "Instructional personnel" means instructional personnel as defined in s. 1012.01(2) (a)-(d), excluding substitute teachers.
  - d. "Performance salary schedule" means the salary schedule or schedules adopted by a district school board pursuant to subparagraph 5.
  - e. "Salary schedule" means the schedule or schedules used to provide the base salary for district school board personnel.
  - f. "School administrator" means a school administrator as defined in s. 1012.01(3) (c).
  - g. "Supplement" means an annual addition to the base salary for the term of the negotiated supplement as long as the employee continues his or her employment for the purpose of the supplement. A supplement does not become part of the employee's continuing base salary but shall be considered compensation under s. 121.021(22).
2. Cost-of-living adjustment.—A district school board may provide a cost-of-living salary adjustment if the adjustment:
- a. Does not discriminate among comparable classes of employees based upon the salary schedule under which they are compensated.
  - b. Does not exceed 50 percent of the annual adjustment provided to instructional personnel rated as effective.
3. Advanced degrees.—A district school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the advanced degree is held in the individual's area of certification and is only a salary supplement.
4. Grandfathered salary schedule.—
- a. The district school board shall adopt a salary schedule or salary schedules to be used as the basis for paying all school employees hired before July 1, 2014. Instructional personnel on annual contract as of July 1, 2014, shall be placed on the performance salary schedule adopted under subparagraph
5. Instructional personnel on continuing contract or professional service contract may opt into the performance salary schedule if the employee relinquishes such contract and agrees to be employed on an annual contract under s. 1012.335. Such an employee shall be placed on the performance salary schedule and may not return to continuing contract or professional service contract status. Any employee who opts into the performance salary schedule may not return to the grandfathered salary schedule.
- b. In determining the grandfathered salary schedule for instructional personnel, a district school board must base a portion of each employee's compensation upon performance demonstrated under s. 1012.34 and shall provide differentiated pay for both instructional personnel and school administrators based upon district-determined factors, including, but not limited to, additional responsibilities, school demographics, critical shortage areas, and level of job performance difficulties.

5. Performance salary schedule.—By July 1, 2014, the district school board shall adopt a performance salary schedule that provides annual salary adjustments for instructional personnel and school administrators based upon performance determined under s. 1012.34. Employees hired on or after July 1, 2014, or employees who choose to move from the grandfathered salary schedule to the performance salary schedule shall be compensated pursuant to the performance salary schedule once they have received the appropriate performance evaluation for this purpose. However, a classroom teacher whose performance evaluation utilizes student learning growth measures established under s. 1012.34(7) (e) shall remain under the grandfathered salary schedule until his or her teaching assignment changes to a subject for which there is an assessment or the school district establishes equally appropriate measures of student learning growth as defined under s. 1012.34 and rules of the State Board of Education.

a. Base salary.—The base salary shall be established as follows:

(I) The base salary for instructional personnel or school administrators who opt into the performance salary schedule shall be the salary paid in the prior year, including adjustments only.

(II) Beginning July 1, 2014, instructional personnel or school administrators new to the district, returning to the district after a break in service without an authorized leave of absence, or appointed for the first time to a position in the district in the capacity of instructional personnel or school administrator shall be placed on the performance salary schedule.

b. Salary adjustments.—Salary adjustments for highly effective or effective performance shall be established as follows:

(I) The annual salary adjustment under the performance salary schedule for an employee rated as highly effective must be greater than the highest annual salary adjustment available to an employee of the same classification through any other salary schedule adopted by the district.

(II) The annual salary adjustment under the performance salary schedule for an employee rated as effective must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a highly effective employee of the same classification.

(III) The performance salary schedule shall not provide an annual salary adjustment for an employee who receives a rating other than highly effective or effective for the year.

c. Salary supplements.—In addition to the salary adjustments, each district school board shall provide for salary supplements for activities that must include, but are not limited to:

(I) Assignment to a Title I eligible school.

(II) Assignment to a school in the bottom two categories of the school improvement system under s. 1008.33 such that the supplement remains in force for at least 1 year following improved performance in that school.

(III) Certification and teaching in critical teacher shortage areas. Statewide critical teacher shortage areas shall be identified by the State Board of Education under s.

1012.07. However, the district school board may identify other areas of critical shortage within the school district for purposes of this sub-sub-subparagraph and may remove areas identified by the state board which do not apply within the school district.

(IV) Assignment of additional academic responsibilities.

If budget constraints in any given year limit a district school board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the district.

(e) Transfer and promotion.—The district school board shall act on recommendations of the district school superintendent regarding transfer and promotion of any employee. The district school superintendent's primary consideration in recommending an individual for a promotion must be the individual's demonstrated effectiveness under s. 1012.34.

**Section 5. Section 1012.335, Florida Statutes, is created to read:**

1012.335 Contracts with instructional personnel hired on or after July 1, 2011.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Annual contract" means an employment contract for a period of no longer than 1 school year which the district school board may choose to award or not award without cause.

(b) "Instructional personnel" means instructional personnel as defined in s. 1012.01(2) (a)-(d), excluding substitute teachers.

(c) "Probationary contract" means an employment contract for a period of 1 school year awarded to instructional personnel upon initial employment in a school district. Probationary contract employees may be dismissed without cause or may resign without breach of contract. A district school board may not award a probationary contract more than once to the same employee unless the employee was rehired after a break in service for which an authorized leave of absence was not granted. A probationary contract shall be awarded regardless of previous employment in another school district or state.

(2) EMPLOYMENT.—

(a) Beginning July 1, 2011, each individual newly hired as instructional personnel by the district school board shall be awarded a probationary contract. Upon successful completion of the probationary contract, the district school board may award an annual contract pursuant to paragraph(c).

(b) Beginning July 1, 2011, an annual contract may be awarded pursuant to paragraph (c) for instructional personnel who have successfully completed a probationary contract with the district school board and have received one or more annual contracts from the district school board.

(c) An annual contract may be awarded only if the employee:

1. Holds an active professional certificate or temporary certificate issued pursuant to s. 1012.56 and rules of the State Board of Education.

2. Has been recommended by the district school superintendent for the annual contract based upon the individual's evaluation under s. 1012.34 and approved by the district school board.

3. Has not received two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a 3-year period, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34.

(3) VIOLATION OF ANNUAL CONTRACT.—Instructional personnel who accept a written offer from the district school board and who leave their positions without prior release from the district school board are subject to the jurisdiction of the Education Practices Commission.

(4) SUSPENSION OR DISMISSAL OF INSTRUCTIONAL PERSONNEL ON ANNUAL CONTRACT.—Any instructional personnel with an annual contract may be suspended or dismissed at any time during the term of the contract for just cause as provided in subsection (5). The district school board shall notify the employee in writing whenever charges are made and may suspend such person without pay. However, if the charges are not sustained, the employee shall be immediately reinstated and his or her back pay shall be paid. If the employee wishes to contest the charges, he or she must, within 15 days after receipt of the written notice, submit a written request for a hearing to the district school board. A direct hearing shall be conducted by the district school board or a subcommittee thereof within 60 days after receipt of the written appeal. The hearing shall be conducted in accordance with ss. 120.569 and 120.57. A majority vote of the membership of the district school board shall be required to sustain the district school superintendent's recommendation. The district school board's determination is final as to the sufficiency or insufficiency of the grounds for suspension without pay or dismissal. Any such decision adverse to the employee may be appealed by the employee pursuant to s. 120.68.

(5) JUST CAUSE.—The State Board of Education shall adopt rules pursuant to ss. 120.536(1) and 120.54 to define the term "just cause." Just cause includes, but is not limited to:

(a) Immorality.

(b) Misconduct in office.

(c) Incompetency.

(d) Gross insubordination.

(e) Willful neglect of duty.

(f) Being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude.

(6) LIMITATION.—An individual newly hired as instructional personnel by a school district in this state under this section is ineligible for any contract issued under s. 1012.33.

**Section 6. Paragraph (b) of subsection (16) of section 1002.33, Florida Statutes, is amended to read:**

1002.33 Charter schools.—

(16) EXEMPTION FROM STATUTES.—

(b) Additionally, a charter school shall be in compliance with the following statutes:

1. Section 286.011, relating to public meetings and records, public inspection, and criminal and civil penalties.
2. Chapter 119, relating to public records.
3. Section 1003.03, relating to the maximum class size, except that the calculation for compliance pursuant to s. 1003.03 shall be the average at the school level.
4. Section 1012.22(1) (c), relating to compensation and salary schedules.
5. Section 1012.33(5), relating to workforce reductions.
6. Section 1012.335, relating to contracts with instructional personnel hired on or after July 1, 2011.

**Section 7. Paragraph (h) of subsection (2) of section 1003.621, Florida Statutes, is amended to read:**

1003.621 Academically high-performing school districts.—It is the intent of the Legislature to recognize and reward school districts that demonstrate the ability to consistently maintain or improve their high-performing status. The purpose of this section is to provide high-performing school districts with flexibility in meeting the specific requirements in statute and rules of the State Board of Education.

(2) COMPLIANCE WITH STATUTES AND RULES.—Each academically high-performing school district shall comply with all of the provisions in chapters 1000-1013, and rules of the State Board of Education which implement these provisions, pertaining to the following:

- (h) Sections 1012.22(1)(c) and 1012.27(2), relating to public school personnel compensation and salary schedules; s. 1012.34, relating to personnel evaluation procedures and criteria; and ss. 1012.33 and 1012.335, relating to contracts with instructional personnel, staff, supervisors, and school administrators.

**Section 8. Subsection (4) of section 1006.09, Florida Statutes, is amended to read: 1006.09 Duties of school principal relating to student discipline and school safety.—**

(4) When a student has been the victim of a violent crime perpetrated by another student who attends the same school, the school principal shall make full and effective use of the provisions of subsection (2) and s. 1006.13(6). A school principal who fails to comply with this subsection shall be ineligible for any portion of the performance pay or the differentiated pay under s. 1012.22. However, if any party responsible for notification fails to properly notify the school, the school principal shall be eligible for the performance pay or differentiated pay.

**Section 9. Section 1012.07, Florida Statutes, is amended to read: 1012.07 Identification of critical teacher shortage areas.—**

The term “critical teacher shortage area” means high-need content and high-priority location areas identified by the State Board of Education. The State Board of Education shall adopt rules pursuant to ss. 120.536(1) and 120.54 necessary to annually identify critical teacher shortage areas. The state board must consider current and emerging educational requirements and workforce demands in determining critical teacher shortage areas. School grade levels may also be designated critical teacher shortage areas. Individual district school boards may identify and submit other critical teacher shortage areas. Such submissions must be aligned to current and emerging educational requirements and

workforce demands in order to be approved by the State Board of Education. High-priority location areas shall be in high-density, low-economic urban schools, and low-density, low-economic rural schools, and schools identified as lowest performing under s. 1008.33(4)(b).

**Section 10. Subsection (5) of section 1012.2315, Florida Statutes, is amended to read: 1012.2315 Assignment of teachers.—**

**(5) REPORT.—**

(a) By July 1, 2012, the Department of Education shall annually report on its website, in a manner that is accessible to the public, the performance rating data reported by district school boards under s. 1012.34. The report must include the percentage of classroom teachers, instructional personnel, and school administrators receiving each performance rating aggregated by school district and by school.

(b) Notwithstanding the provisions of s. 1012.31(3)(a)2., each school district shall annually report to the parent of any student who is assigned to a classroom teacher or school administrator having two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a 3-year period under s. 1012.34, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34.

**Section 11. Subsections (1) and (2) of section 1012.27, Florida Statutes, are amended to read: 1012.27 Public school personnel; powers and duties of district school superintendent.**

—The district school superintendent is responsible for directing the work of the personnel, subject to the requirements of this chapter, and in addition the district school superintendent shall perform the following:

**(1) POSITIONS, QUALIFICATIONS, AND NOMINATIONS.—**

(a) Recommend to the district school board duties and responsibilities which need to be performed and positions which need to be filled to make possible the development of an adequate school program in the district.

(b) Recommend minimum qualifications of personnel for these various positions, and nominate in writing persons to fill such positions. The district school superintendent's recommendations for filling instructional positions at the school level must consider nominations received from school principals of the respective schools. Before transferring a teacher who holds a professional teaching certificate from one school to another, the district school superintendent shall consult with the principal of the receiving school and allow the principal to review the teacher's records, including student performance demonstrated under s. 1012.34, and interview the teacher. If, in the judgment of the principal, students would not benefit from the placement, an alternative placement may be sought. A principal may refuse the placement in accordance with s. 1012.28(6).

**(2) COMPENSATION AND SALARY SCHEDULES.—**Prepare and recommend to the district school board for adoption a salary schedule or salary schedules in accordance with s. 1012.22.



**Section 12. Subsection (3) of section 1012.28, Florida Statutes, is amended, present subsection (6) is renumbered and amended, and a new subsection (6) is added to that section, to read:**

1012.28 Public school personnel; duties of school principals.—

(3) Each school principal is responsible for the performance of all personnel employed by the district school board and assigned to the school to which the principal is assigned. The school principal shall faithfully and effectively apply the personnel evaluation system approved pursuant to s. 1012.34.

(6) A principal may refuse to accept the placement or transfer of instructional personnel by the district school superintendent to his or her school unless the instructional personnel has a performance rating of effective or highly effective under s. 1012.34.

(7) A school principal who fails to comply with this section shall be ineligible for any portion of the performance incentive and differentiated pay under s. 1012.22.

**Section 13. Paragraph (a) of subsection (1) and subsections (3) and (5) of section 1012.33, Florida Statutes, are amended to read:**

1012.33 Contracts with instructional staff, supervisors, and school principals.—

(1)(a) Each person employed as a member of the instructional staff in any district school system shall be properly certified pursuant to s. 1012.56 or s. 1012.57 or employed pursuant to s. 1012.39 and shall be entitled to and shall receive a written contract as specified in this section. All such contracts, except continuing contracts as specified in subsection (4), shall contain provisions for dismissal during the term of the contract only for just cause. Just cause includes, but is not limited to, the following instances, as defined by rule of the State Board of Education: immorality, misconduct in office, incompetency, two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a 3-year period under s. 1012.34, three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude.

(3)(a) Each district school board shall provide a professional service contract as prescribed herein. Each member of the instructional staff who completed the following requirements prior to July 1, 1984, shall be entitled to and shall be issued a continuing contract in the form prescribed by rules of the state board pursuant to s. 231.36, Florida Statutes (1981). Each member of the instructional staff who completes the following requirements on or after July 1, 1984, shall be entitled to and shall be issued a professional service contract in the form prescribed by rules of the state board as provided herein:

1. The member must hold a professional certificate as prescribed by s. 1012.56 and rules of the State Board of Education.
2. The member must have completed 3 years of probationary service in the district during a period not in excess of 5 successive years, except for leave duly authorized and granted.
3. The member must have been recommended by the district school superintendent for such contract and reappointed by the district school board based on successful performance of duties and demonstration of professional competence.

4. For any person newly employed as a member of the instructional staff after June 30, 1997, the initial annual contract shall include a 97-day probationary period during which time the employee's contract may be terminated without cause or the employee may resign without breach of contract.

(b) The professional service contract shall be effective at the beginning of the school fiscal year following the completion of all requirements therefor.

(c) The period of service provided herein may be extended to 4 years when prescribed by the district school board and agreed to in writing by the employee at the time of reappointment.

(d) A professional service contract shall be renewed each year unless:

1. The district school superintendent, after receiving the recommendations required by s. 1012.34, charges the employee with unsatisfactory performance and notifies the employee of performance deficiencies as required by s. 1012.34; or

2. The employee receives two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a 3-year period under s. 1012.34, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34.

(5) If workforce reduction is needed, a district school board must retain employees at a school or in the school district based upon educational program needs and the performance evaluations of employees within the affected program areas. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first to be released; the employee with the next lowest performance evaluations must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. A district school board may not prioritize retention of employees based upon seniority.

**Section 14. Section 1012.52, Florida Statutes, is repealed.**

**Section 15. Paragraph (h) of subsection (1) of section 1012.795, Florida Statutes, is amended to read:**

1012.795 Education Practices Commission; authority to discipline.—

(1) The Education Practices Commission may suspend the educator certificate of any person as defined in s. 1012.01(2) or (3) for up to 5 years, thereby denying that person the right to teach or otherwise be employed by a district school board or public school in any capacity requiring direct contact with students for that period of time, after which the holder may return to teaching as provided in subsection (4); may revoke the educator certificate of any person, thereby denying that person the right to teach or otherwise be employed by a district school board or public school in any capacity requiring direct contact with students for up to 10 years, with reinstatement subject to the provisions of subsection (4); may revoke permanently the educator certificate of any person thereby denying that person the right to teach or otherwise be employed by a district school board or public school in any capacity requiring direct contact with students; may suspend the educator certificate, upon an order of the court or notice by the Department of Revenue relating to the payment of child support; or may impose any other penalty provided by law, if the person:

(h) Has breached a contract, as provided in s. 1012.33(2) or s. 1012.335.

Section 16. (1) Notwithstanding any other provision of this act, a school district that received an exemption under Florida's Race to the Top Memorandum of Understanding for Phase 2, as provided in section (D) (2) (ii) of the memorandum, is allowed to base 40 percent, instead of 50 percent, of instructional personnel and school administrator performance evaluations upon student learning growth under s. 1012.34, Florida Statutes, as amended by this act. The school district is also exempt from the amendments to s. 1012.22(1) (c), Florida Statutes, made by this act. The exemptions described in this subsection are effective for the 2011-2012 school year and are effective for each school year thereafter if the school district receives annual approval by the State Board of Education.

(2) The State Board of Education shall base its approval upon demonstration by the school district of the following:

(a) The instructional personnel and school administrator evaluation systems base at least 40 percent of an employee's performance evaluation upon student performance and that student performance is the single greatest component of an employee's evaluation.

(b) The instructional personnel and school administrator evaluation systems adopt the Commissioner of Education's student learning growth formula for statewide assessments as provided under s. 1012.34(7), Florida Statutes.

(c) The school district's instructional personnel and school administrator compensation system awards salary increases based upon sustained student performance.

(d) The school district's contract system awards instructional personnel and school administrators based upon student performance and removes ineffective employees.

(e) Beginning with the 2014-2015 school year and each school year thereafter, student learning growth based upon performance on statewide assessments under s. 1008.22, Florida Statutes, must have significantly improved compared to student learning growth in the district in 2011-2012 and significantly improved compared to other school districts.

(3) The State Board of Education shall annually renew a school district's exemptions if the school district demonstrates that it meets the requirements of subsection (2). If the exemptions are not renewed, the school district must comply with the requirements and laws described in subsection (1) by the beginning of the next school year immediately following the loss of the exemptions.

(4) The State Board of Education shall adopt rules pursuant to ss. 120.536(1) and 120.54, Florida Statutes, to establish the procedures for applying for the exemptions and the criteria for renewing the exemptions. This section shall be repealed August 1, 2017, unless reviewed and reenacted by the Legislature.

Section 17. Chapter 2010-279, Laws of Florida, does not apply to any rulemaking required to administer this act.

Section 18. The provisions of any special act or general law of local application relating to contracts for instructional personnel or school administrators in public schools or school districts in effect on or before the effective date of this act are repealed.

Section 19. The amendments made by this act to s. 1012.33, Florida Statutes, apply to contracts newly entered into, extended, or readopted on or after July 1, 2011, and to all contracts entered into on or after July 1, 2014.

Section 20. If any provision of this act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

Section 21. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon this act becoming a law, this act shall take effect July 1, 2011.

Approved by the Governor March 24, 2011.

Filed in Office Secretary of State March 24, 2011.

## Polk County School Board Evaluation Policy 3.004

### 6Gx53-3.004 EVALUATIONS:

A written evaluation shall be processed at least once each school year.

I. Superintendent's Responsibility: It is recognized that the law charges the Superintendent with the full responsibility of making recommendations to the Board with regard to all personnel matters.

A. Procedures/Criteria: The Superintendent shall establish procedures and criteria for evaluating the job performance of all personnel in the District.

B. Evaluation Process: The evaluation process serves the Superintendent in the continuing effort to improve the quality of service to education in the public schools of the District.

1. Continuous Improvement: Notwithstanding the formal evaluation procedures in place, the Superintendent is charged with the responsibility of taking the necessary steps to bring about continuous improvement.

2. Positive Role Models: The Superintendent can reasonably require that employees be positive role models within the educational community.

II. Procedures: Prior to any assessment, all employees shall be fully informed of the criteria and procedures associated with the evaluation process.

A. Written Evaluation: The employee shall be given a copy of the written evaluation that shall be disclosed and discussed with the employee by the person responsible for preparing the report.

B. Performance Rating: The Superintendent shall determine the final performance rating based upon a thorough review of the written evaluation together with all other pertinent information available.

C. Unsatisfactory Performance: Employees are subject to personnel actions which may include transfer, suspension, demotion, or dismissal for unsatisfactory performance based upon, but not limited to, those charges outlined in 3.005-I, Disciplinary/ Hearing Procedures.

1. Notification of Performance Deficiencies: The employee shall be given reasonable notice of performance deficiencies which could result in personnel action or as otherwise provided in the various Collective Bargaining Agreements.

a. Written Recommendations: The employee shall also be provided with written recommendations to correct the specific areas of unsatisfactory performance within a prescribed period of time.

b. Correct Deficiencies: The evaluator shall thereafter confer with the employee, make recommendations with respect to specific areas of unsatisfactory performance, and provide assistance in helping to correct such

deficiencies within a reasonable, prescribed period of time, all of which shall be reduced to writing and signed by the evaluator.

2. Written Response: The employee shall have the right to initiate a written response to the evaluation that shall become a permanent attachment to the employee's personnel file.

III. Personnel File: A written record of each evaluation shall be filed in the employee's personnel file maintained at the District office.

A. Confidentiality: The current written evaluation shall be held as confidential information for a period of one (1) year from the date of such report.

B. Inspection: During that one (1) year period the written evaluation may be inspected only by the School Board, the Superintendent, the principal, the employee, and for just cause by such other persons as the employee or Superintendent may authorize in writing.

IV. Addendum to Evaluation: In the exercise of sound discretion, the Superintendent or designee may order an interim evaluation if it is determined that the same is needed to fulfill the statutory obligation of continued improvement, which addendum shall be attached to and made a part of the most recent evaluation.

V. Disclosure: Prior to conducting any evaluation, the evaluator shall submit written notification to their immediate supervisor for the purpose of disclosing any family or business relationship with an employee subject to evaluation by said evaluator in order to determine if a fair and impartial evaluation can be made.

Statutory Authority: Florida Statutes 1001.32, 1001.41, 1001.42, and 1001.43

Laws Implemented: Florida Statute, Chapter 1012, Personnel

Adopted: July 26, 1972

Readopted: January 18, 1992

Amended:

## Appendix B

### 6A-5.065 The Educator Accomplished Practices.

(1) Purpose and Foundational Principles.

(a) Purpose. The Educator Accomplished Practices are set forth in rule as Florida's core standards for effective educators. The Accomplished Practices form the foundation for the state's teacher preparation programs, educator certification requirements and school district instructional personnel appraisal systems.

(b) Foundational Principles. The Accomplished Practices are based upon and further describe three (3) essential principles:

1. The effective educator creates a culture of high expectations for all students by promoting the importance of education and each student's capacity for academic achievement.
2. The effective educator demonstrates deep and comprehensive knowledge of the subject taught.
3. The effective educator exemplifies the standards of the profession.

(2) The Educator Accomplished Practices. Each effective educator applies the foundational principles through six (6) Educator Accomplished Practices. Each of the practices is clearly defined to promote a common language and statewide understanding of the expectations for the quality of instruction and professional responsibility.

(a) Quality of Instruction.

**1. Instructional Design and Lesson Planning.** Applying concepts from human development and learning theories, the effective educator consistently:

- a. Aligns instruction with state-adopted standards at the appropriate level of rigor;
- b. Sequences lessons and concepts to ensure coherence and required prior knowledge;
- c. Designs instruction for students to achieve mastery;
- d. Selects appropriate formative assessments to monitor learning;
- e. Uses diagnostic student data to plan lessons; and
- f. Develops learning experiences that require students to demonstrate a variety of applicable skills and competencies.

**2. The Learning Environment.** To maintain a student-centered learning environment that is safe, organized, equitable, flexible, inclusive, and collaborative, the effective educator consistently:

- a. Organizes, allocates, and manages the resources of time, space, and attention;
- b. Manages individual and class behaviors through a well-planned management system;
- c. Conveys high expectations to all students;
- d. Respects students' cultural linguistic and family background;
- e. Models clear, acceptable oral and written communication skills;

- f. Maintains a climate of openness, inquiry, fairness and support;
- g. Integrates current information and communication technologies;
- h. Adapts the learning environment to accommodate the differing needs and diversity of students; and
- i. Utilizes current and emerging assistive technologies that enable students to participate in high-quality communication interactions and achieve their educational goals.

**3. Instructional Delivery and Facilitation.** The effective educator consistently utilizes a deep and comprehensive knowledge of the subject taught to:

- a. Deliver engaging and challenging lessons;
- b. Deepen and enrich students' understanding through content area literacy strategies, verbalization of thought, and application of the subject matter;
- c. Identify gaps in students' subject matter knowledge;
- d. Modify instruction to respond to preconceptions or misconceptions;
- e. Relate and integrate the subject matter with other disciplines and life experiences;
- f. Employ higher-order questioning techniques;
- g. Apply varied instructional strategies and resources, including appropriate technology, to provide comprehensible instruction, and to teach for student understanding;
- h. Differentiate instruction based on an assessment of student learning needs and recognition of individual differences in students;
- i. Support, encourage, and provide immediate and specific feedback to students to promote student achievement; and
- j. Utilize student feedback to monitor instructional needs and to adjust instruction.

**4. Assessment.** The effective educator consistently:

- a. Analyzes and applies data from multiple assessments and measures to diagnose students' learning needs, informs instruction based on those needs, and drives the learning process;
- b. Designs and aligns formative and summative assessments that match learning objectives and lead to mastery;
- c. Uses a variety of assessment tools to monitor student progress, achievement and learning gains;
- d. Modifies assessments and testing conditions to accommodate learning styles and varying levels of knowledge;
- e. Shares the importance and outcomes of student assessment data with the student and the student's parent/caregiver(s); and
- f. Applies technology to organize and integrate assessment information.

(b) Continuous Improvement, Responsibility and Ethics.



**1. Continuous Professional Improvement. The effective educator consistently:**

- a. Designs purposeful professional goals to strengthen the effectiveness of instruction based on students' needs;
- b. Examines and uses data-informed research to improve instruction and student achievement;
- c. Uses a variety of data, independently, and in collaboration with colleagues, to evaluate learning outcomes, adjust planning and continuously improve the effectiveness of the lessons;
- d. Collaborates with the home, school and larger communities to foster communication and to support student learning and continuous improvement;
- e. Engages in targeted professional growth opportunities and reflective practices; and
- f. Implements knowledge and skills learned in professional development in the teaching and learning process.

**2. Professional Responsibility and Ethical Conduct.**

- a. Understanding that educators are held to a high moral standard in a community, the effective educator adheres to the Code of Ethics and the Principles of Professional Conduct of the Education Profession of Florida, pursuant to Rules 6B-1.001 and 6B-1.006, F.A.C., and fulfills the expected obligations to students, the public and the education profession.

*Rulemaking Authority 1004.04, 1004.85, 1012.225, 1012.34, 1012.56 FS. Law Implemented 1004.04, 1004.85, 1012.225, 1012.34, 1012.56 FS. History—New 7-2-98, Amended 2-13-11.*

Appendix C

TARGET and ARROW Forms

**Teachers' Action Research Goals and Educational Timeline\* (TARGET)**

INDIVIDUAL PROFESSIONAL LEARNING PLAN THROUGH ACTION RESEARCH

SAP # \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_

SCHOOL \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

TEACHER \_\_\_\_\_

Focus - School Improvement Goal: \_\_\_\_\_

\*A requirement as per Florida Statute 1012.98 and Florida Professional Development Protocol Standards Faculty Level 1.1.4 and is not affiliated with Polk County School Board Pay for Performance

Student Data	Student Outcome Goals	Professional Learning Objectives Related to Student Data	Professional Learning Activities/Implementation			Documented Results
(Scroll below for more information or go to <a href="http://www.polk-fl.net/staff/professionaldevelopment/iplp.htm">http://www.polk-fl.net/staff/professionaldevelopment/iplp.htm</a> for more information)						
<i>What specific student performance data indicates the need for improvement?</i>	<i>How will you know that your students have benefited from your professional learning?</i>	<i>What professional practice(s) will you enhance/develop in order to improve student performance?</i>	<i>What will you do to improve your knowledge and skills that you will implement to improve student performance?</i>			<i>What is the evidence that your students have improved their performance?</i>
(Include <b>disaggregated</b> classroom level data. Focus on subgroups not making AYP at your school.) ESE alternate assessments.	(Indicate measurable results on specific assessment instruments. Include S.M.A.R.T. goals for progress monitoring). Scroll to <b>How To Write SMART Goals on Professional Learning</b>	(Indicate what you need to know and be able to do.)	(List evidence-based activities for knowledge acquisition and implementation. Plan should evidence sustained professional learning.) Choose from 1 – 3 of the options below as necessary. (For additional information for each item on the dropdown menu, please see guides and planning forms at <a href="http://www.polk-fl.net/staff/professionaldevelopment/iplp.htm">http://www.polk-fl.net/staff/professionaldevelopment/iplp.htm</a> )			(Update throughout year as measures become available. This section must be completed prior to final review.)
Reading Data:	Reading Goal:	Reading Objective:	What? Choose One Describe Other:	Implementation Plan?	Date Completed	
Content Data:	Content Goal:	Content Objective:	Choose One Describe Other:			
			Choose One Describe Other:			
<b>INITIAL PLAN</b>	<b>INITIAL PLAN</b>	<b>INITIAL PLAN</b>		<b>ONGOING</b>		<b>ONGOING / FINAL</b>

**TARGET Conferences:**

**Comments:**

Initial Plan Accepted:

\_\_\_\_\_ Date \_\_\_\_\_ Teacher Signature \_\_\_\_\_ Administrator Signature

Interim Review (optional):

\_\_\_\_\_ Date(s) \_\_\_\_\_ Teacher Initials \_\_\_\_\_ Administrator Initials

Final (end of year) Review:

\_\_\_\_\_ Date \_\_\_\_\_ Teacher Signature \_\_\_\_\_ Administrator Signature

Were the student performance outcomes accomplished?

Yes  No  Continued

**POLK COUNTY SCHOOLS**  
**Teachers' Action Research Goals and Educational Timeline\* (TARGET)**  
INDIVIDUAL PROFESSIONAL LEARNING PLAN THROUGH ACTION RESEARCH

**Professional Growth Reflection**

(To be completed in preparation for final review conference)

TEACHER \_\_\_\_\_ SAP # \_\_\_\_\_ ADMINISTRATOR \_\_\_\_\_ SCHOOL \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

1. What is the most significant learning as a result of your professional learning this year?
  
2. How will you share what you have learned?
  
3. What new practices had the most positive impact on student achievement?
  
4. How would you improve your instructional practices the next time you teach this content?
  
5. How have you applied what you have learned?
  
6. What will you do in your classroom next year as a result of your conclusions concerning your professional learning this year?
  
7. Based on the student performance results of this year's professional learning, what are your professional growth needs for next year?

To **PRINT** for submission,  
choose only pages 1 and 2

TARGET  
TARGET



# ARROW for School-Based Professional Learning

## ACCOUNTABILITY REPORT: REFLECTIONS AND OUTCOMES OF WORK

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ SAP ID # \_\_\_\_\_

**Professional Learning Activity**

\_\_\_\_\_ Date(s) \_\_\_\_\_ Date Follow Up Due: \_\_\_\_\_

Rationale (check all that apply, but at least one)	Primary State Focus Area
<input type="checkbox"/> Related to my TARGET (Ind. Prof. Learn. Plan) <input type="checkbox"/> Review-Disaggregated Student Achievement Data <input type="checkbox"/> Based on SIP Goals <input type="checkbox"/> Related To District Strategic Plan Action Plan <input type="checkbox"/> Shared Assessment Feedback From Administrator <input type="checkbox"/> Specific Initiative- Grade Level/Subject	<input type="checkbox"/> PDP Requirement <input type="checkbox"/> Specified District-Wide Initiative <input type="checkbox"/> Certification Needs <input type="checkbox"/> Professional Growth Interests <input type="checkbox"/> Other Specify: _____
<input type="checkbox"/> Assessment Data Analysis <input type="checkbox"/> Sunshine State Standards <input type="checkbox"/> Teaching Methods <input type="checkbox"/> Classroom Management	<input type="checkbox"/> Leadership/ Management <input type="checkbox"/> Technology <input type="checkbox"/> School Safety <input type="checkbox"/> Parental Involvement

\*\*\*THIS SECTION IS TO BE COMPLETED ONLY BY PARTICIPANT! As a result of gains in my knowledge and skill from this professional learning experience, **I have applied varied principles, concepts, or skills** related to its content, **in the following way(s)** in order to improve student achievement:

\*\*\*THIS SECTION IS TO BE COMPLETED ONLY BY PARTICIPANT!  
**The degree to which my participation in this professional learning activity has had a positive impact on the achievement of my students (i.e., Learning Gains) is best described as...**  
 Very Significantly  Significantly  Uncertain  Minimally  No Impact Evaluated

**Professional Learning Mechanisms** (check all that apply, but at least one)

<input type="checkbox"/> Action Research Project	<input type="checkbox"/> Lesson Study Group	<input type="checkbox"/> Peer Coaching	<input type="checkbox"/> School Coaching	<input type="checkbox"/> Professional Learning Community
<input type="checkbox"/> PD 360 or other Web-Based Learning	<input type="checkbox"/> Independent Study	<input type="checkbox"/> Workshop	<input type="checkbox"/> Other Specify: _____	

**Related Follow-Up Process Applied** (check all that apply, but at least one)

<input type="checkbox"/> <b>Collaborative Planning</b> related to professional learning	<input type="checkbox"/> <b>Study Group</b> participation
<input type="checkbox"/> <b>Participant Product</b> related to professional learning (i.e.: lesson plans, written reflection, audio/video recording, case study, student work samples, etc.)	<input type="checkbox"/> <b>Electronic Interactive (i.e.: Blackboard, FORPD)</b>
<input type="checkbox"/> <b>Action Research</b> related to professional learning (Should include evidence of implementation)	<input type="checkbox"/> <b>Electronic Non-Interactive</b>

**Follow-Up Verified By: Choose One:** \_\_\_\_\_ **If "other" is selected, please identify here:** \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School-Based Professional Learning Activity Points Documentation:		
School Based Professional Learning Facilitator:	District Professional Learning Contact	
Administrator's Signature:	MIP Component #:	
Possible Participation Points:	Possible Follow Up Points:	Total Points Possible:
Participation Points Earned:	Follow Up Points Earned:	Total Points Earned:

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ \*Original Placed In Participant's File \_\_\_\_\_

# ARROW for District Professional Learning Activity:

ACCOUNTABILITY REPORT: REFLECTIONS AND OUTCOMES OF WORK

**Last Name** \_\_\_\_\_ **First Name** \_\_\_\_\_ **Middle** \_\_\_\_\_ **Soc. Sec. #** \_\_\_\_\_ **SAP ID #** \_\_\_\_\_

**Professional Learning Activity**

\_\_\_\_\_ **Date(s)** \_\_\_\_\_ **Date Follow Up Due:** \_\_\_\_\_

<b>Rationale (check all that apply, but at least one)</b>			<b>Primary State Focus Area</b>
<input type="checkbox"/> Related to my TARGET (Ind. Prof. Learn. Plan) <input type="checkbox"/> Review-Disaggregated Student Achievement Data <input type="checkbox"/> Based on SIP Goals <input type="checkbox"/> Related To District Strategic Plan Action Plan <input type="checkbox"/> Shared Assessment Feedback From Administrator <input type="checkbox"/> Specific Initiative- Grade Level/Subject	<input type="checkbox"/> PDP Requirement <input type="checkbox"/> Specified District-Wide Initiative <input type="checkbox"/> Certification Needs <input type="checkbox"/> Professional Growth Interests <input type="checkbox"/> Other Specify: _____	<input type="checkbox"/> Assessment Data Analysis <input type="checkbox"/> Sunshine State Standards <input type="checkbox"/> Teaching Methods <input type="checkbox"/> Classroom Management	<input type="checkbox"/> Leadership/ Management <input type="checkbox"/> Technology <input type="checkbox"/> School Safety <input type="checkbox"/> Parental Involvement

\*\*\*THIS SECTION IS TO BE COMPLETED ONLY BY PARTICIPANT! As a result of gains in my knowledge and skill from this professional learning experience, **I have applied varied principles, concepts, or skills** related to its content, **in the following way(s)** in order to improve student achievement:

\*\*\*THIS SECTION IS TO BE COMPLETED ONLY BY PARTICIPANT!

The degree to which my participation in this professional learning activity has had a **positive** impact on the achievement of my students (i.e., Learning Gains) is best described as...

Very Significantly  Significantly  Uncertain  Minimally  No Impact Evaluated

**Professional Learning Mechanisms:** (check all that apply, but at least one)

Action Research Project     
  Lesson Study Group     
  Peer Coaching     
  School Coaching     
  Professional Learning Community  
 PD 360 or other Web-Based Learning     
  Independent Study     
  Workshop     
  Other Specify: \_\_\_\_\_

**Related Follow-Up Process Applied** (check all that apply, but at least one)

**Collaborative Planning** related to professional learning  
 **Participant Product** related to professional learning (i.e.: lesson plans, written reflection, audio/video recording, case study, student work samples, etc.)  
 **Action Research** related to professional learning (Should include evidence of implementation)

**Study Group** participation  
 **Electronic Interactive (i.e.: Blackboard, FORPD)**  
 **Electronic Non-Interactive**

**Follow-Up Verified By:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**District Professional Learning Activity Points Documentation:**

District Professional Learning Facilitator:		Department:
Facilitator's Signature:		MIP Component #:
Possible Participation Points:	Possible Follow Up Points:	Total Points Possible:
Participation Points Earned:	Follow Up Points Earned:	Total Points Earned:

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ \*Copy placed in Participant's School File (original sent to District facilitator with follow-up)

## Appendix D

### POLK COUNTY SCHOOLS TEACHER EVALUATION SYSTEM

#### Evidence-Based Practices Rubrics and Situational Context Factors

This document identifies and describes the evidence-based teaching practices and situational context factors that make up one of the three primary elements of the district's teacher evaluation system. Classroom teachers are rated by a certified evaluator on 23 Essential Performance Criteria (EPC) clustered under four Domains. These EPCs focus on evidence-based teaching practices and behaviors linked to the Florida Educator Accomplished Practices (FEAPs). Each of the 23 EPCs has a related Rating Rubric. Rating points for each EPC are earned when an evaluator applies the related rubric rating description to a teacher's professional practices based upon evidence collected throughout the year. Points earned from the EPC ratings are combined with the teacher's situational context points accounting for **48% of a teacher's Overall Annual Performance Evaluation Rating**.

**Evidence-Based Practices Rubrics** are used in the district's teacher evaluation system in the following manner:

- ü Annual Teacher Self-Evaluation
- ü Overall Annual Performance Evaluation by Administrator
- ü Professional Learning Processes (Florida Educator Accomplished Practices- 2010 and Marzano Evaluation 41 Strategies and 19 Indicators)
- ü Assurance of Due Process

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
1a. Demonstrating Knowledge of Content and Pedagogy	<b>EPC Domain 1: Instructional Design, Lesson Planning, and Assessment</b>			
	<p><u>Little or no</u> evidence exists that the teacher demonstrates knowledge of subject content and pedagogy.</p> <p>Instructional plans and practices display a <b>lack of</b> knowledge of the state standards, content, or the instructional practices specific to that discipline.</p>	<p><u>Partial</u> evidence exists that the teacher demonstrates knowledge of subject content and pedagogy.</p> <p>Instructional plans and practices reflect an <b>inconsistent</b> level of awareness of the state standards, content, and the instructional practices specific to that discipline.</p>	<p><u>Adequate</u> evidence exists that the teacher demonstrates knowledge of subject content and pedagogy.</p> <p>Instructional plans and practices reflect <b>essential</b> knowledge of the state standards, content, and the instructional practices specific to that discipline. The teacher is aware of research areas, new methods, and <b>often</b> incorporates them into instructional plans and practices.</p>	<p><u>Significant and varied</u> evidence exists that the teacher demonstrates knowledge of subject content and pedagogy.</p> <p>Instructional plans and practices reflect <b>extensive</b> knowledge of the state standards, content, the structure of the discipline and instructional practices. The teacher is aware of research areas, new methods, and <b>consistently</b> incorporates them into instructional plans and practices.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Foundational Principle 2 - The effective educator demonstrates deep and comprehensive knowledge of the subject taught.</p> <p>Instructional Design and Lesson Planning</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Use of appropriate researched-based best practices (i.e. CRISS, Kagan, LFS, etc.), lesson plans, administrative conversations with the teacher, implementation of professional development, observations, compliance of content standards and curriculum maps.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
1b. Demonstrating Knowledge of Students.	<b>EPC Domain 1: Instructional Design, Lesson Planning, and Assessment</b>			
	<p><u>Little or no</u> evidence exists that the teacher demonstrates knowledge of students.</p> <p>Instructional practices demonstrate a <b>lack of</b> knowledge of students' backgrounds, cultures, skills, learning levels, learning styles, language proficiencies, and special needs. Instruction lacks differentiation based on student needs.</p>	<p><u>Partial</u> evidence exists that the teacher demonstrates a growing knowledge of students.</p> <p>Instructional practices demonstrate an <b>inconsistent</b> level of knowledge of students' backgrounds, cultures, skills, learning levels, learning styles, language proficiencies, and special needs. Instruction is inconsistently differentiated based on student needs.</p>	<p><u>Adequate</u> evidence exists that the teacher demonstrates knowledge of students.</p> <p>Instructional practices demonstrate a <b>consistent</b> knowledge of students' backgrounds, cultures, skills, learning levels, learning styles, language proficiencies, and special needs. Instruction is differentiated based on student needs.</p>	<p><u>Significant and varied</u> evidence exists that the teacher demonstrates knowledge of students.</p> <p>Instructional practices demonstrate <b>extensive</b> knowledge of students' backgrounds, cultures, skills, learning levels, learning styles, language proficiencies, and special needs from a variety of sources. Instruction is <b>consistently</b> differentiated based on student needs.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>The Learning Environment</p> <p>Instructional Delivery and Facilitation</p> <p>Foundational Principle 1- The effective educator creates a culture of high expectations for all students by promoting the importance of education and each student's capacity for academic achievement</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Lesson plans, administrative conversations with the teacher, implementation of professional development, TARGET plan, data chat records, differentiated assignments, progress monitoring records, observations, action research.</p>			



Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
1c. Setting Instructional Outcomes	<b>EPC Domain 1: Instructional Design, Lesson Planning, and Assessment</b>			
	<p><b>Little or no evidence</b> exists that the teacher sets rigorous instructional outcomes.</p> <p>Instructional plans <b>lack</b> alignment to state standards. Instructional outcomes lack rigorous learning and do not permit valid, reliable assessment. Instructional outcomes offer <b>little or no</b> opportunity for application or integration of learning and are unsuitable for many students. Goals for student achievement are general or not developed at all.</p>	<p><b>Partial evidence</b> exists that the teacher sets rigorous instructional outcomes.</p> <p>Instructional plans are <b>inconsistently</b> aligned with state standards. Instructional outcomes <b>inconsistently</b> reflect rigor and may sometimes permit valid, reliable assessment. Instructional outcomes are limited and only suitable for some students. <b>Few</b> opportunities are offered for application or integration of learning.</p>	<p><b>Adequate evidence</b> exists that the teacher sets rigorous instructional outcomes.</p> <p>Instructional plans are aligned with state standards. Instructional outcomes reflect rigorous learning and permit valid, reliable assessment. Instructional outcomes offer <b>frequent</b> opportunities for application and integration of learning, are suitable for the majority of students, and represent different types of learning.</p>	<p><b>Significant and varied evidence exists</b> that the teacher sets rigorous instructional outcomes.</p> <p>Instructional plans are aligned with state standards. Instructional outcomes <b>consistently</b> reflect rigorous and relevant learning which build connections between curriculum and students' daily lives and permit valid, reliable assessment. Instructional outcomes offer <b>extensive</b> opportunities for both application and integration of learning and take into account the needs of nearly <b>all students</b>.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Instructional Design and Lesson Planning</p> <p>Foundational Principle 1- The effective educator creates a culture of high expectations for all students by promoting the importance of education and each student's capacity for academic achievement.</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Use of appropriate researched-based best practices (i.e. CRISS, Kagan, LFS, etc.), lesson plans, administrative conversations with the teacher, student work samples, data chat records, progress monitoring records, observations, compliance of content standards and curriculum maps.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
1d. Demonstrating Knowledge of Resources and Technology	<b>EPC Domain 1: Instructional Design, Lesson Planning, and Assessment</b>			
	<p><b>Little or no</b> evidence exists that the teacher demonstrates knowledge of resources and technology.</p> <p>Technology and resources are <b>lacking</b> as an enhancement of teacher knowledge or as part of the instructional process. The teacher <b>does not</b> seek such knowledge.</p>	<p><b>Partial</b> evidence exists that the teacher demonstrates a growing knowledge of resources and technology.</p> <p>Technology and resources are <b>inconsistently</b> used to enhance teacher knowledge and as part of the instructional process. The teacher is making attempts to incorporate technology.</p>	<p><b>Adequate</b> evidence exists that the teacher demonstrates knowledge of resources and technology.</p> <p>Technology and resources are <b>consistently</b> used to enhance teacher knowledge, as part of the instructional process, as well as, for student productivity.</p>	<p><b>Significant and varied</b> evidence exists that the teacher demonstrates knowledge of resources and technology.</p> <p>Technology and resources are <b>extensively</b> used to enhance teacher knowledge, as part of the instructional process, as well as for student productivity. The teacher <b>seeks out</b> innovative ways to integrate technology in the classroom.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>The Learning Environment</p> <p>Instructional Delivery and Facilitation</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Lesson plans, administrative conversations with the teacher, implementation of professional development, observations.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
1e. Designing Coherent Instruction	<b>EPC Domain 1: Instructional Design, Lesson Planning, and Assessment</b>			
	<p><b>Little or no</b> evidence exists that the teacher designs coherent instruction.</p> <p>Lesson design <b>lacks</b> structure and student engagement. Knowledge of content, instructional strategies and resources are not coordinated in the creation of learning experiences. These experiences lack alignment to instructional outcomes for student mastery of state standards.</p>	<p><b>Partial</b> evidence exists that the teacher is striving to design coherent instruction.</p> <p>Lesson design is <b>inconsistent</b> in its structure and plan for student engagement. Knowledge of content, instructional strategies and resources are poorly coordinated in the creation of learning experiences. These experiences are <b>insufficiently</b> aligned to instructional outcomes for student mastery of state standards.</p>	<p><b>Adequate</b> evidence exists that the teacher designs coherent instruction.</p> <p>Lesson design is structured and student engagement is planned. Knowledge of content, instructional strategies and resources are coordinated in the creation of learning experiences. These experiences <b>are aligned</b> to instructional outcomes for student mastery of state standards.</p>	<p><b>Significant and varied</b> evidence exists that the teacher designs coherent instruction.</p> <p>Lesson design is <b>purposefully structured</b> with embedded, active student engagement. Knowledge of content, instructional strategies and resources are coordinated in the creation of student-driven, relevant learning experiences. These experiences are <b>strategically</b> aligned to instructional outcomes for student mastery of state standards.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Instructional Design and Lesson Planning</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Use of appropriate researched-based best practices (i.e. CRISS, Kagan, LFS, etc.), lesson plans, administrative conversations with the teacher, implementation of professional development, observations, differentiated assignments, progress monitoring records, compliance of content standards and curriculum maps.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
1f. Designing Student Assessments	<b>EPC Domain 1: Instructional Design, Lesson Planning, and Assessment</b>			
	<p><b>Little or no</b> evidence exists that the teacher designs appropriate student assessments.</p> <p>Assessments <b>lack</b> alignment with instructional outcomes and state standards. Multiple assessments, both formative and summative, are seldom used to diagnose learning needs. Assessments rarely contribute to the learning needs of students or influence instruction.</p>	<p><b>Partial</b> evidence exists that the teacher designs appropriate student assessments.</p> <p>Assessments are <b>partially</b> aligned with instructional outcomes and state standards. Multiple assessments, both formative and summative, are <b>inconsistently</b> used to diagnose learning needs. Assessments <b>occasionally</b> contribute to the learning needs of students or influence instruction.</p>	<p><b>Adequate</b> evidence exists that the teacher designs appropriate student assessments.</p> <p>Assessments are <b>aligned</b> with instructional outcomes and state standards. Multiple assessments, both formative and summative, are used to diagnose learning needs. Assessments exhibit criteria, are appropriate to the learning needs of students, and influence instruction.</p>	<p><b>Significant and varied</b> evidence exists that the teacher designs appropriate student assessments.</p> <p>Assessments are <b>consistently</b> aligned with instructional outcomes and state standards. Multiple assessments, both formative and summative, are used to diagnose individual learning needs. Assessments exhibit clear criteria, and are appropriate to the learning needs of students. Performance outcomes are <b>pervasively</b> integrated to adapt instruction.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Instructional Design and Lesson Planning.</p> <p>Assessment</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Use of appropriate researched-based best practices (i.e. CRISS, Kagan, LFS, etc.), lesson plans, administrative conversations with the teacher, implementation of professional development, observations, differentiated assignments, progress monitoring records, assessments, formative assessments, compliance of content standards and curriculum maps.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
2a. Communicating with Students	<b>EPC Domain 2: Instructional Delivery and Facilitation</b>			
	<p><b>Little or no evidence</b> exists that the teacher communicates with students at key points throughout the lesson.</p> <p>Instructional practices reflect a <b>lack of</b> developing students' understanding of the lesson by <b>rarely</b> communicating what students will know or be able to do.</p>	<p><b>Partial evidence</b> exists that the teacher communicates with students at key points throughout the lesson.</p> <p>Instructional practices reflect an <b>insufficient</b> level of developing students' understanding of the lesson by <b>inconsistently</b> communicating what students will know or be able to do. The teacher may <b>infrequently</b> refer to the lesson essential question to check for student understanding during the lesson.</p>	<p><b>Adequate evidence</b> exists that the teacher communicates with students at key points throughout the lesson.</p> <p>Instructional practices reflect <b>intentional</b> development of students' understanding of the lesson by <b>consistently</b> communicating what students will know or be able to do and referring to the lesson essential question to check for student understanding at key points throughout each lesson.</p>	<p><b>Significant and varied evidence exists</b> that the teacher's communication with students is interwoven throughout the entire lesson.</p> <p>Instructional practices reflect <b>extensive</b> development of students' understanding of each lesson by <b>seamlessly</b> communicating what students will know or be able to do, connecting each lesson essential question to prior knowledge, conveying the relevance, and referring to the lesson essential question to check for student understanding at key points throughout each lesson.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>The Learning Environment Instructional Delivery and Facilitation</p>		<p><b>Possible evidence may include sources such as:</b></p> <p>Observation, Written Communication Artifacts, Administrator Conversation, Oral Communication, Student Work Samples, Lesson Plans, and Graphic Organizers.</p>		

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
2b. Using Strategies to Evoke High-order Thinking and Discussions	<b>EPC Domain 2: Instructional Delivery and Facilitation</b>			
	<p><u>Little or no</u> evidence exists that the teacher uses strategies to evoke higher order thinking and discussions.</p> <p>Scaffolding, pacing, prompting, and probing techniques are <b>not</b> used when asking students questions. Students are <b>not provided opportunities</b> to participate in learning activities which require them to show, tell, explain, and prove their reasoning. Questions are low order and/or posed in rapid succession.</p>	<p><u>Partial</u> evidence exists that the teacher uses strategies to evoke higher order thinking and discussions.</p> <p>Scaffolding, pacing, prompting, and probing techniques are <b>inconsistently</b> used when asking students questions. Students are <b>occasionally provided opportunities</b> to participate in learning activities which require them to show, tell, explain, and prove their reasoning. Many questions are low order and/or posed in rapid succession.</p>	<p><u>Adequate</u> evidence exists that the teacher uses strategies to evoke higher order thinking and discussions.</p> <p>Scaffolding, pacing, prompting, and probing techniques are <b>intentionally</b> used when asking students questions. Students are <b>often provided opportunities</b> to participate in learning activities which require them to show, tell, explain, and prove their reasoning. Questions elicit thoughtful responses and wait time is utilized for students to answer.</p>	<p><u>Significant</u> evidence exists that the teacher uses <b>varied</b> strategies to evoke higher order thinking and discussions.</p> <p>Scaffolding, pacing, prompting, and probing techniques are <b>consistently</b> used when asking students questions. Students are provided <b>extensive opportunities</b> to participate in learning activities which require them to show, tell, explain, and prove their reasoning. Questions elicit thoughtful responses and sufficient wait time is utilized for students to reflect and answer.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Instructional Delivery and Facilitation</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Observation, Conversation, Extending Thinking Lessons, Wait Time, Student Engagement, Verbatim Questions.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
2c. Lesson Delivery and Engaging Students in Learning	<b>EPC Domain 2: Instructional Delivery and Facilitation</b>			
	<p><u>Little or no</u> evidence exists that the teacher actively engages students in order to maximize instructional outcomes.</p> <p>Intellectual student engagement is not evident. Lesson delivery <b>does not</b> include collaborative structures, distributive practice, and distributive summarizing. The lesson <b>lacks pacing</b> to promote student learning.</p>	<p><u>Partial</u> evidence exists that the teacher actively engages students in order to maximize instructional outcomes.</p> <p>Intellectual student engagement is <b>inconsistent</b>. Lesson delivery <b>infrequently</b> includes collaborative structures, distributive practice, and distributive summarizing. The lesson pacing does little to promote to student learning.</p>	<p><u>Adequate</u> evidence exists that the teacher actively engages students in order to maximize instructional outcomes.</p> <p>Intellectual student engagement is <b>often evident</b>. Lesson delivery includes collaborative structures, distributive practice, and distributive summarizing. The lesson is <b>paced</b> to promote student learning.</p>	<p><u>Significant and varied</u> evidence exists that the teacher actively engages all students in order to maximize instructional outcomes.</p> <p>Intellectual student engagement is <b>pervasive</b>. Lesson delivery <b>consistently</b> includes collaborative structures, distributive practice, and distributive summarizing. The lesson is <b>seamlessly paced</b> to promote optimal student learning.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Instructional Delivery and Facilitation</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Observation, Lesson Design, Conversation, Collaborative Learning Structures, Advance Organizers, Assessment Prompts, Graphic Organizers, Distributed Summarization, Use of Gradual Release Model.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
2d. Using Assessment in Instruction	<b>EPC Domain 2: Instructional Delivery and Facilitation</b>			
	<p><u>Little or no</u> evidence exists that the teacher uses assessment for ongoing progress monitoring.</p> <p>Pacing and progression of rigor do not support student learning due to <b>lack</b> of progress monitoring of learning goals.</p>	<p><u>Partial</u> evidence exists that the teacher uses assessment for ongoing progress monitoring.</p> <p>Pacing and progression of rigor reflect <b>inconsistent</b> use of progress monitoring of learning goals as evidenced by <b>limited</b> checks for understanding, feedback, and summarization.</p>	<p><u>Adequate</u> evidence exists that the teacher uses assessment for ongoing progress monitoring.</p> <p>Pacing and progression of rigor reflect <b>consistent</b> use of progress monitoring of learning goals as evidenced by one or more of the following: checks for understanding, <b>appropriate</b> feedback, summarization, or use of scoring rubrics to establish student expectations.</p>	<p><u>Significant and varied</u> evidence exists that the teacher uses assessment for ongoing progress monitoring.</p> <p>Pacing and progression of rigor reflect <b>pervasive</b> use of progress monitoring which <b>extends</b> the <b>defined</b> learning goals as evidenced by checks for understanding, <b>high-quality</b> feedback, summarization, and use of scoring rubrics to establish high student expectations.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Assessment</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Lesson Design, Assessment Artifacts, Conversations, Extended Thinking Lessons, Progress Monitoring, Use of Formative Assessments, Summative Assessments, Performance-Based Assessments, Accurate and Updated Documentation of Student Data, Student Portfolios, Scoring Rubrics, Use of Gradual Release Model, Data Chat Records.</p>			



Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
2e. Demonstrating Flexibility and Responsiveness	<b>EPC Domain 2: Instructional Delivery and Facilitation</b>			
	<p><u>Little or no evidence</u> exists that the teacher recognizes the need and modifies instructional strategies to ensure success for all students.</p> <p>No facilitation of learning is occurring due to the <b>lack of</b> instructional strategies in response to student learning needs.</p>	<p><u>Partial evidence</u> exists that the teacher recognizes the need and modifies instructional strategies to ensure success for all students.</p> <p>Facilitation of learning is characterized by <b>missed opportunities for</b> targeted interventions, re-teaching, or seizing opportunities to enhance learning due to limited flexibility in adjusting instructional strategies in response to student learning needs.</p>	<p><u>Adequate evidence</u> exists that the teacher recognizes the need and modifies instructional strategies to ensure success for all students.</p> <p>Facilitation of learning is <b>occurring</b> due to the flexible use of instructional strategies in response to student learning needs. Modifications of instructional strategies may include targeted interventions, and re-teaching.</p>	<p><u>Significant and varied evidence</u> exists that the teacher recognizes the need and modifies instructional strategies to ensure success for all students.</p> <p>Facilitation of learning is seamless due to an <b>extensive repertoire</b> of instructional strategies utilized in response to student learning needs. <b>Consistent</b> modifications of instructional strategies include targeted interventions, re-teaching and seizing opportunities to enhance learning.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Instructional Delivery and Facilitation</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Observation, Conversations, Lesson Design/Practices, Mandated Student Learning Accommodations, Student Data Records, Documented Lesson Reflections, Differentiated Instruction.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
2f. Integrating Cross Content Reading and Writing Instruction	<b>EPC Domain 2: Instructional Delivery and Facilitation</b>			
	<p><u>Little or no</u> evidence exists that the teacher provides reading comprehension and writing strategies across the content areas to enhance student learning.</p> <p>Reading and writing strategies across content areas for students to develop connections to the text are <b>not utilized</b> to support student comprehension. Vocabulary instruction of content area terms is not evident. Writing is <b>seldom</b> used to respond to new learning.</p>	<p><u>Partial</u> evidence exists that the teacher provides reading comprehension and writing strategies across the content areas to enhance student learning.</p> <p>Reading, writing, and scaffolding strategies across content areas for students to develop connections to the text before, during, and after reading are <b>inconsistently</b> incorporated to enhance student comprehension. <b>Limited</b> vocabulary instruction of content area terms is evident. Writing is <b>infrequently</b> used to respond to new learning.</p>	<p><u>Adequate</u> evidence exists that the teacher provides reading comprehension and writing strategies across the content areas to enhance student learning.</p> <p>Reading, writing, and scaffolding strategies across content areas for students to develop connections to the text before, during, and after reading are <b>consistently</b> incorporated to enhance student comprehension. <b>Appropriate</b> vocabulary instruction of content area terms is evident. Writing is <b>frequently</b> used to respond to new learning.</p>	<p><u>Significant and varied</u> evidence exists that the teacher provides reading comprehension and writing strategies across the content areas to enhance student learning.</p> <p><b>Extensive</b> reading, writing, and scaffolding strategies across content areas for students to develop connections to the text before, during, and after reading are <b>consistently</b> incorporated to enhance student comprehension. <b>Explicit and pervasive</b> vocabulary instruction of content area terms is evident. Writing is <b>frequently</b> used in an <b>authentic</b> manner to respond to new learning.</p>
<p>Florida Educator Accomplished Practices: Instructional Delivery and Facilitation</p>	<p><b>Possible evidence may include sources such as:</b> Observation, Conversations, Lesson Design/Practices, Documentation of Reading Comprehension, Documentation of Writing Model, Student Assignments, Portfolios, Journals, Student Data Records, Graphic Organizers, Student Work Samples.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
3a. Creating an Environment of Respect and Rapport	<b>EPC Domain 3: The Learning Environment</b>			
	<p><u>Little or no</u> evidence exists that the teacher has created a climate of openness, respect and rapport in the classroom.</p> <p>Classroom interactions exhibit a <b>lack of</b> sensitivity, responsiveness, regard, and consideration.</p>	<p><u>Partial</u> evidence exists that the teacher has created a climate of openness, respect and rapport in the classroom.</p> <p>Classroom interactions <b>seldom</b> exhibit sensitivity, responsiveness, regard, and consideration.</p>	<p><u>Adequate</u> evidence exists that the teacher has created a climate of openness, respect and rapport in the classroom.</p> <p>Classroom interactions <b>often</b> exhibit sensitivity, responsiveness, regard, and consideration between teacher and students.</p>	<p><u>Significant and varied</u> evidence exists that the teacher has created a climate of openness, respect and rapport in the classroom.</p> <p>Classroom interactions exhibit <b>embedded</b> sensitivity, responsiveness, regard, and consideration between the teacher and students. Interactions among students are characteristically considerate.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>The Learning Environment</p> <p>Foundational Principle 1- The effective educator creates a culture of high expectations for all students by promoting the importance of education and each student's capacity for academic achievement</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Observation, Administrative conversations with the teacher, classroom discipline plan, discipline referral data.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
3b. Establishing a Culture for Learning	<b>EPC Domain 3: The Learning Environment</b>			
	<p><b>Little or no</b> evidence exists that the teacher engages students in a positive and supportive manner.</p> <p>Oral and written communications <b>lack</b> evidence of high expectations for learning. Lessons are characterized by a lack of specific and appropriate feedback.</p>	<p><b>Partial</b> evidence exists that the teacher engages students in a positive and supportive manner.</p> <p>Oral and written communications reveal <b>inconsistent</b> evidence of high expectations for learning. Lessons are characterized by inconsistent use of specific and appropriate feedback.</p>	<p><b>Adequate</b> evidence exists that the teacher engages students in a positive and supportive manner.</p> <p>Oral and written communications <b>often</b> show evidence of high expectations for learning. Lessons are characterized by use of specific and appropriate feedback.</p>	<p><b>Significant and varied</b> evidence exists that the teacher engages students in a positive and supportive manner.</p> <p>Oral and written communications show <b>consistent</b> evidence of high expectations for learning. Specific and appropriate feedback is embedded throughout lessons.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>The Learning Environment</p> <p>Instructional Delivery and Facilitation</p> <p>Foundational Principle 1- The effective educator creates a culture of high expectations for all students by promoting the importance of education and each student’s capacity for academic achievement</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Observation, administrative conversations with the teacher, use of appropriate researched-based best practices (i.e. CRISS, Kagan, LFS, etc.), student learning maps, and exemplary student work samples.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
3c. Managing Classroom Procedures	<b>EPC Domain 3: The Learning Environment</b>			
	<p><b>Little or no</b> evidence exists that the teacher has established procedures and routines for managing the classroom.</p> <p>Instructional time is lost due to the <b>lack of</b> procedures for transitions, handling of supplies, and performance of non-instructional tasks.</p>	<p><b>Partial</b> evidence exists that the teacher has established procedures and routines for managing the classroom.</p> <p>Instructional time is lost due to the <b>inconsistent</b> use of procedures for transitions, handling of supplies, and performance of non-instructional tasks.</p>	<p><b>Adequate</b> evidence exists that the teacher has established procedures and routines for managing the classroom.</p> <p>Instructional time is <b>well managed</b> due to the use of procedures for transitions, handling of supplies, and performance of non-instructional tasks.</p>	<p><b>Significant and varied</b> evidence exists that the teacher has established procedures and routines for managing the classroom.</p> <p>Instructional time is <b>maximized</b> due to the consistent use of procedures for transitions, handling of supplies, and performance of non-instructional tasks to the point that they have become routine.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>The Learning Environment</p> <p>Instructional Delivery and Facilitation</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Observation, procedures list, Administrative conversations with the teacher, time on task.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
3d. Managing Student Behavior	EPC Domain 3: The Learning Environment			
	<p><b>Little or no</b> evidence exists that the teacher has established standards for managing student behavior.</p> <p>Behavioral expectations and problem-solving strategies <b>are not</b> defined or are poorly defined; monitoring of student behavior is inconsistent and/or ineffective. The classroom environment is characterized by off-task student behavior. Responses to student misbehaviors are inappropriate.</p>	<p><b>Partial</b> evidence exists that the teacher has established standards for managing student behavior.</p> <p>Behavioral expectations and problem-solving strategies are defined; monitoring of student behavior is <b>inconsistent</b> and/or the classroom environment is characterized by off-task student behavior. Responses to student misbehaviors may at times be inappropriate, but improvements in responses are being made. Positive behavior is <b>seldom</b> encouraged or reinforced.</p>	<p><b>Adequate</b> evidence exists that the teacher has established standards for managing student behavior.</p> <p>Behavioral expectations and problem-solving strategies are defined; monitoring of student behavior is <b>consistent</b> and classroom interactions are characterized by on-task student behavior. Responses to student misbehaviors are appropriate. Positive behavior is encouraged and reinforced.</p>	<p><b>Significant and varied</b> evidence exists that the teacher has established standards for managing student behavior.</p> <p>Behavioral expectations and problem-solving strategies are <b>clearly defined</b>; monitoring of student behavior is consistent and preventative. Classroom interactions are characterized by on-task student behavior. Responses to student misbehaviors are appropriate and subtle. Positive behavior is <b>pervasively</b> encouraged and reinforced.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>The Learning Environment</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Observation, administrative conversations with the teacher, appropriateness of discipline referrals, teacher discipline plan.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
3e. Organizing Physical Space	<b>EPC Domain 3: The Learning Environment</b>			
	<p><u>Little or no evidence</u> exists that the teacher has established a method of organizing the physical space in the classroom conducive to learning.</p> <p>The classroom is unsafe or the learning environment is <b>inaccessible</b> for many students. The organization of the physical space impedes the learning process.</p>	<p><u>Partial evidence</u> exists that the teacher has established a method of organizing the physical space in the classroom conducive to learning.</p> <p>The classroom is safe and the learning environment is accessible for students. The organization of the physical space <b>does little</b> to facilitate the learning process.</p>	<p><u>Adequate evidence</u> exists that the teacher has established a method of organizing the physical space in the classroom conducive to learning.</p> <p>The classroom is safe and the learning environment is accessible and inclusive for <b>most</b> students. Physical space is organized to facilitate the learning process.</p>	<p><u>Significant and varied evidence</u> exists that the teacher has established a method of organizing the physical space in the classroom conducive to learning.</p> <p>The classroom is safe and the learning environment is accessible and inclusive for all students. Physical space is organized in a <b>purposeful, flexible</b> manner to maximize the learning process by accommodating a variety of learning experiences.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>The Learning Environment</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Observations, etc.</p>			

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
4a. Attention to Equity and Diversity	<b>EPC Domain 4: Professional Responsibilities and Ethical Conduct</b>			
	<p><u>Little or no evidence</u> exists that the teacher gives appropriate attention to equity and diversity.</p> <p>Learning opportunities or student management actions are not equitably distributed. Interactions between students and the teacher are inappropriate and/or <b>lacking</b>. An absence of understanding or awareness of cultural differences exists.</p>	<p><u>Partial evidence</u> exists that the teacher gives appropriate attention to equity and diversity.</p> <p>Learning opportunities or student management actions are <b>somewhat</b> equitably distributed. Interactions between students and the teacher <b>may sometimes be inappropriate</b>. An absence of understanding or awareness of cultural differences <b>may</b> exist.</p>	<p><u>Adequate evidence</u> exists that the teacher gives appropriate attention to equity and diversity.</p> <p>Learning opportunities and student management actions are equitably distributed in a learning environment where most students are treated equitably. Positive interactions between <b>most</b> students and the teacher are evident. Cultural differences are recognized and respected.</p>	<p><u>Significant and varied evidence exists</u> that the teacher gives appropriate attention to equity and diversity.</p> <p>Learning opportunities and student management actions are equitably distributed and student interactions reflect respect for cultural differences. Positive interactions between <b>all students</b> and the teacher are evident. Cultural differences are recognized, respected, and used to <b>enrich</b> instruction.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Professional Responsibility and Ethical Conduct</p> <p>The Learning Environment</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Conversation, Observation, Reflection, Continuous Improvement, Discipline Records.</p>			



Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
4b. Maintaining Accurate Records	<b>EPC Domain 4: Professional Responsibilities and Ethical Conduct</b>			
	<p><u>Little or no evidence</u> exists that the teacher maintains accurate records.</p> <p>Records are characterized by a <b>lack</b> of organization and/or updates. Systems for maintaining both instructional and non-instructional records are either nonexistent or in disarray, resulting in errors and confusion.</p>	<p><u>Partial evidence</u> exists that the teacher maintains accurate records.</p> <p>Records are characterized by <b>inconsistent</b> organization and/or updates. Systems for maintaining both instructional and non-instructional records are rudimentary.</p>	<p><u>Adequate evidence</u> exists that the teacher maintains accurate records.</p> <p>Records are organized and updated in a timely manner. Systems for maintaining both instructional and non-instructional records are accurate, efficient, and effective.</p>	<p><u>Significant and varied evidence exists</u> that the teacher maintains accurate records.</p> <p>Records are <b>consistently</b> organized and updated in a timely manner. Systems for maintaining both instructional and non-instructional records are accurate, efficient, and continually refined for effectiveness.</p>
<p><b>Florida Educator Accomplished Practices:</b> Professional Responsibility and Ethical Conduct</p>		<p><b>Possible evidence may include sources such as:</b> Lesson Plan Design, Grading System, PS/RTI Documentation, Attendance Records, IEP Documentation, Progress Monitoring, Complying with Deadlines.</p>		

Essential Performance Criteria (EPC)	<b>Performance Rating</b>			
	<b>Unsatisfactory</b>	<b>Needs Improvement or Developing</b>	<b>Effective</b>	<b>Highly Effective</b>
	<b>EPC Domain 4: Professional Responsibilities and Ethical Conduct</b>			
	<p><u>Little or no evidence</u> exists that the teacher fosters two-way communication and collaborates with families to support student learning.</p> <p>Appropriate communication with families about the instructional program or about individual students is lacking.</p>	<p><u>Partial evidence</u> exists that the teacher fosters two-way communication and collaborates with families to support student learning.</p> <p>Appropriate communication with families about the instructional program or individual students is <b>inconsistent</b>.</p>	<p><u>Adequate evidence</u> exists that the teacher fosters two-way communication and collaborates with families to support student learning.</p> <p>Appropriate communication with families about the instructional program or about individual students is <b>consistent</b>.</p>	<p><u>Significant and varied evidence exists</u> that the teacher fosters two-way communication and collaborates with families to support student learning.</p> <p><b>Consistent initiation</b> of appropriate and varied communication with families about the instructional program or about individual students is comprehensive.</p>
<b>Florida Educator Accomplished Practices:</b> Continuous Professional Improvement Professional Responsibility and Ethical Conduct		<b>Possible evidence may include sources such as:</b> Conversations, Documentation Logs, Agenda Artifacts, Emails, Parent Conference Documentation.		

Essential Performance Criteria (EPC)  4d. Participating in a Professional Community	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
	EPC Domain 4: Professional Responsibilities and Ethical Conduct			
	<p><u>Little or no evidence</u> exists that the teacher participates in a professional community.</p> <p>Professional interactions display a <b>lack</b> of collaboration and active participation in support of school and district initiatives. Relationships with colleagues may impede the progress of school and district initiatives.</p>	<p><u>Partial evidence</u> exists that the teacher participates in a professional community.</p> <p>Professional interactions display an <b>inconsistent</b> level of collaboration and participation in support of school and district initiatives. Relationships with colleagues are generally cooperative.</p>	<p><u>Adequate evidence</u> exists that the teacher participates in a professional community.</p> <p>Professional interactions support collaboration, active participation, and <b>productive</b> relationships with colleagues, which assist with the progress of school and district initiatives.</p>	<p><u>Significant and varied evidence</u> exists that the teacher participates in a professional community.</p> <p>Professional interactions promote <b>consistent</b> collaboration and active participation to <b>sustain productive</b> relationships with colleagues, which contribute to the progress of school and district initiatives.</p>
<b>Florida Educator Accomplished Practices:</b>  Continuous Professional Improvement  Professional Responsibility and Ethical Conduct		<b>Possible evidence may include sources such as:</b>  Observation, Conversation with teachers, Leadership Roles in School or District, Lesson Study process, participation in professional organizations and committee.		

Essential Performance Criteria (EPC)	Performance Rating			
	Unsatisfactory	Needs Improvement or Developing	Effective	Highly Effective
4e. Individual Continuous Professional Improvement	EPC Domain 4: Professional Responsibilities and Ethical Conduct			
	<p><u>Little or no</u> evidence exists that the teacher engages in individual, targeted professional learning opportunities and reflective practices.</p> <p>Completion or implementation of professional learning is <b>lacking</b>.</p>	<p><u>Partial</u> evidence exists that the teacher engages in individual, targeted professional learning opportunities and reflective practices.</p> <p>Completion or implementation of professional learning is <b>inconsistent</b>.</p>	<p><u>Adequate</u> evidence exists that the teacher engages in individual, targeted professional learning opportunities and reflective practices.</p> <p>Completion and implementation of professional learning with fidelity and quality is consistent.</p>	<p><u>Significant and varied</u> evidence exists that the teacher engages in individual, targeted professional learning opportunities and reflective practices.</p> <p>Completion and implementation of professional learning with fidelity and <b>high quality</b> is consistent. The teacher <b>initiates</b> activities that contribute to the learning of peers.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Continuous Professional Improvement</p> <p>Professional Responsibility and Ethical Conduct</p>		<p><b>Possible evidence may include sources such as:</b></p> <p>TARGET Plan and ARROW Documentation, PD Records, Learning Community Documentation Artifacts, Observed Application of Learning in the Classroom, Conversation with teachers, Lesson Plans, mentoring peers, serving as a resource, Collaborative Planning.</p>		

Essential Performance Criteria (EPC)  4f. Professional Responsibilities	<b>Performance Rating</b>	
	<b>Ineffective/Needs Improvement or Developing</b>	<b>Effective/Highly Effective</b>
	<b>EPC Domain 4: Professional Responsibilities and Ethical Conduct</b>	
	<p><u>Little or no evidence</u> exists that the teacher meets professional responsibilities.</p> <p>There is a <b>lack of</b> adherence to professional standards, ethics, and practices for educators.</p>	<p><b>Evidence exists</b> that the teacher meets professional responsibilities.</p> <p>Conduct reflects a <b>consistent</b> level of adherence to professional standards, ethics, and practices for educators.</p>
<p><b>Florida Educator Accomplished Practices:</b></p> <p>Foundational Principle 3 - The effective educator exemplifies the standards of the profession</p> <p>Professional Responsibility and Ethical Conduct</p>	<p><b>Possible evidence may include sources such as:</b></p> <p>Observation, Conversation with teachers, "The Code of Ethics and the Principles of Professional Conduct of the Education Profession in Florida."</p>	

### Situational Context Factors

In order to enhance the fairness and equity of teacher performance evaluation processes across all schools in the district related to the Situational Context in which the teacher is teaching and the application of effective teaching practices to improve student learning, the teacher evaluation process includes a mechanism for awarding points to each teacher based on specified student demographic impact factors applicable to the students that they are teaching. Teachers in classrooms heavily impacted by the following demographic factors will earn points applied to their Overall Annual Performance Evaluation rating in accordance with the table below as based on the percentages of students they teach related to each factor.

**Specified Student Demographic Impact Factors Table**

Demographic Impact Factor	% Level	Points	% Level	Points	% Level	Points
F/R Lunch % - Elementary	55%-64%	2	65%-79%	4	80%+	6
<b>OR</b>						
F/R Lunch % - Middle	52%-60%	2	61%-74%	4	75%+	6
<b>OR</b>						
F/R Lunch % - Senior high	50%-55%	2	56%-64%	4	65%+	6
<b>AND</b>						
ESE %	20%-25%	1	25%-29%	2	30%+	3
ELL %	20%-25%	1	25%-29%	2	30%+	3
<b>Total Possible Points</b>						<b>12</b>

## Appendix E

### Classroom Teacher Evaluation Forms Global Observation Form

Teacher: _____		Subject _____		Time In _____		Out _____	
<b>Domain 1: Instructional Design, Lesson Planning, and Assessment</b>				<b>Domain 2: Instructional Delivery and Facilitation</b>			
EPC a. Demonstrating knowledge of content and pedagogy <span style="float: right;">Rating <input type="checkbox"/></span>				EPC a. Communicating with students <span style="float: right;">Rating <input type="checkbox"/></span>			
– Demonstrates knowledge of content		– Uses effective instructional strategies		– Refers to LEQ during lesson		– Connects to prior knowledge	
				– Checks for understanding		– Conveys high expectations	
EPC b. Demonstrating knowledge of students <span style="float: right;">Rating <input type="checkbox"/></span>				EPC b. Using strategies to evoke HOT discussions <span style="float: right;">Rating <input type="checkbox"/></span>			
– Differentiates instruction		– Leads data chats w/ students		– Uses HOT questions		– Provides wait time	
EPC d. Demonstrating knowledge of resources & technology <span style="float: right;">Rating <input type="checkbox"/></span>				EPC c. Lesson delivery and engaging students in learning <span style="float: right;">Rating <input type="checkbox"/></span>			
– Technology enhances instruction		– Student use of technology		– Instruction engagingly meets student needs		– Uses distributed summarizing	
						– Uses accountable talk	
<b>Domain 3: The Learning Environment</b>				<b>Domain 4: Professional Responsibilities and Ethical Conduct</b>			
EPC a. Creating an environment of respect and rapport <span style="float: right;">Rating <input type="checkbox"/></span>				EPC d. Using assessment in instruction <span style="float: right;">Rating <input type="checkbox"/></span>			
– Reinforces appropriate actions		– Environment is open and respectful		– Checks for understanding through varied questioning techniques		– Provides feedback to students	
						– Uses assessment prompts	
EPC b. Establishing a culture for learning <span style="float: right;">Rating <input type="checkbox"/></span>				EPC e. Demonstrating flexibility and responsiveness <span style="float: right;">Rating <input type="checkbox"/></span>			
– Interacts with students positively		– Communicates expectations to students		– Uses varied instructional strategies		– Adjusts instruction based on student responses	
– Provides appropriate feedback				EPC f. Integrating content reading and writing instruction <span style="float: right;">Rating <input type="checkbox"/></span>			
EPC c. Managing classroom procedures <span style="float: right;">Rating <input type="checkbox"/></span>				EPC a. Attention to equity and diversity <span style="float: right;">Rating <input type="checkbox"/></span>			
– Establishes procedures & routines for managing the classroom		– Manages transitions to maximize instructional time		– Treats all students equitably			
EPC d. Managing student behavior <span style="float: right;">Rating <input type="checkbox"/></span>							
– Establishes standards for behavior, implements a behavior plan, and responds to misbehaviors							
EPC e. Organizing physical space <span style="float: right;">Rating <input type="checkbox"/></span>							
– Classroom environment supports learning		– Classroom is safe, accessible, and inclusive					
What is the teacher teaching?		Comments/Evidence		What is the student learning?			

# Global Observation Feedback Form

Teacher:	Date	Time	Category 1 <input type="checkbox"/>	Category 2 <input type="checkbox"/>	PDP <input type="checkbox"/>	FCAT <input type="checkbox"/>	Non-FCAT <input type="checkbox"/>
Formal <input type="checkbox"/>	Informal <input type="checkbox"/>	Walkthrough <input type="checkbox"/>	Focused <input type="checkbox"/>	Domain: 1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
<b>Identified Areas of</b>							
<b>Domain 1: Instructional Design, Lesson Planning, and Assessment</b>				<i>Strengths</i>		<i>Improvement/Growth</i>	
<b>EPC a. Demonstrating knowledge of content and pedagogy</b>			Rating <input type="checkbox"/>				
-Demonstrates knowledge of content			-Uses effective instructional strategies				
<b>EPC b. Demonstrating knowledge of students</b>			Rating <input type="checkbox"/>				
-Differentiates instruction			-Leads data chats w/ students				
<b>EPC d. Demonstrating knowledge of resources &amp; technology</b>			Rating <input type="checkbox"/>				
-Technology enhances instruction			-Student use of technology				
<b>Domain 2: Instructional Delivery and Facilitation</b>				<i>Strengths</i>		<i>Improvement/Growth</i>	
<b>EPC a. Communicating with students</b>			Rating <input type="checkbox"/>				
-Refers to LEQ during lesson			-Connects to prior knowledge				
-Checks for understanding			-Conveys high expectations				
<b>EPC b. Using strategies to evoke HOT discussions</b>			Rating <input type="checkbox"/>				
-Asks HOT questions			-Provides wait time				
-Provides scaffolding			-Provides for engagement				
<b>EPC c. Lesson delivery and engaging students in learning</b>			Rating <input type="checkbox"/>				
-Instruction engagingly meets student needs			-Uses distributed summarizing				
			-Uses accountable talk				
<b>EPC d. Using assessment in instruction</b>			Rating <input type="checkbox"/>				
-Checks for understanding through varied questioning techniques			-Provides feedback to students				
			-Uses assessment prompts				
<b>EPC e. Demonstrating flexibility and responsiveness</b>			Rating <input type="checkbox"/>				
-Uses varied instructional strategies			-Adjusts instruction based on student responses				
<b>EPC f. Integrating content reading and writing instruction</b>			Rating <input type="checkbox"/>				
-Incorporates reading			-Incorporates writing				
-Develops content vocabulary			-Comprehension strategies				
<b>Domain 3: The Learning Environment</b>				<i>Strengths</i>		<i>Improvement/Growth</i>	
<b>EPC a. Creating an environment of respect and rapport</b>			Rating <input type="checkbox"/>				
-Reinforces appropriate actions			-Environment is open/respectful				
<b>EPC b. Establishing a culture for learning</b>			Rating <input type="checkbox"/>				
-Interacts with students positively			-Communicates expectations to students				
-Provides appropriately feedback							
<b>EPC c. Managing classroom procedures</b>			Rating <input type="checkbox"/>				
-Establishes procedures and routines for the classroom			-Manages transitions to maximize instructional time				
<b>EPC d. Managing student behavior</b>			Rating <input type="checkbox"/>				
-Establishes standards for behavior, implements a behavior plan, and responds to misbehaviors							
<b>EPC e. Organizing physical space</b>			Rating <input type="checkbox"/>				
-Classroom environment supports learning			-Classroom is safe, accessible, and inclusive				
<b>Domain 4: Professional Responsibilities and Ethical Conduct</b>				<i>Strengths</i>		<i>Improvement/Growth</i>	
<b>EPC a. Attention to equity and diversity</b>			Rating <input type="checkbox"/>				
-Treats all students equitably							
<b>Reflection Questions</b>							



## Conference Guides for the Formal Observation Process

*(For the principal/evaluator and teachers to use in participating in the pre-observation conference)*

### PRE-CONFERENCE guiding questions for conversation about the lesson to be taught and observed

These are **not** for written response.

- What is your lesson essential question?
- What data did you use to design this lesson? How did the data influence your planning of this lesson?
- How do you become familiar with students' background knowledge, skill levels, experiences, and cultural differences?
- What difficulties or misunderstandings might students have?
- What are some of the ways you will make the learning relevant to students?
- How will you know if your lesson objective was achieved?
- How will you check for understanding throughout the lesson?
- How will student accomplishment be recognized?
- What teaching strategies will you choose to teach this lesson?
- What resources will be utilized? Why did you choose these strategies and resources?
- How are you planning to connect what the students will learn to what they have previously learned?
- Please explain any special situations or circumstances of which the administrator might need to be aware?
- The administrator will provide feedback on this lesson. Are there specific areas you would like the observer to look for/focus on?

### POST-CONFERENCE guiding questions for conversation with the teacher

- Do you feel you successfully achieved the lesson objective? Why/why not?
- What data **supports** your answer to the previous question?
- What do you feel **worked well**, and what would you **refine** if you were to teach this lesson again to the same class?
- Based on student learning of your objectives, what are your **next steps**?

Areas of Strength Share strengths of the lesson and provide examples.

Use the Observation Feedback Form- This form will be printed as well as emailed to the teacher providing specific feedback from the formal lesson observation.

### Areas for Improvement /Growth

Share areas for development and provide specific examples from the observation and recommend actions to improve instructional practice.

Prompt the teacher to talk about one or more area of strength you want to reinforce.

Elicit feedback to explain why the skill is critical to student learning.

### Closing Comments

As you reflect over this formal observation cycle, what ideas or insights are you discovering about your teaching?

## Teacher's Overall Annual Performance Evaluation Rating Form (OAPER)

Last Name	First Name	SAP ID#	School	Position	
<input type="checkbox"/> Category I (Year 1 District or in PEC, ACE, EPI) <input type="checkbox"/> Category II (2+ Years in District)			<input type="checkbox"/> FCAT <input type="checkbox"/> Non-FCAT	School Year	
Evaluation Process Activity		Date(s)			
<input type="checkbox"/> Planning Conference <input type="checkbox"/> Interim Conference(s) as Applicable <input type="checkbox"/> Overall Annual Performance Evaluation Conference					
Evidence of Student Achievement EPC is 50.3% of Overall Annual Performance Evaluation Rating				Point Range	Points Earned
Student Achievement EPC Rating is...				0-85	
EPC Indicators Rated by Teacher (Self) and Administrator Highly Effective (HE), Effective, (E) Needs Improvement/Developing (NI/D), Unsatisfactory (U)		Teacher Self-Evaluation Rating	Administrator Rating Based on Observations	Point Ranges	Points Earned
<b>Instructional Design, Lesson Planning and Assessment</b>				0-18	
1a. Demonstrating Knowledge of Content and Pedagogy				0,1,2,3	
1b. Demonstrating Knowledge of Students				0,1,2,3	
1c. Setting Instructional Outcomes				0,1,2,3	
1d. Demonstrating Knowledge of Resources and Technology				0,1,2,3	
1e. Designing Coherent Instruction				0,1,2,3	
1f. Designing Student Assessments				0,1,2,3	
<b>Instructional Delivery &amp; Facilitation</b>				0-18	
2a. Communicating with students				0,1,2,3	
2b. Using strategies to evoke high-order thinking and discussions				0,1,2,3	
2c. Lesson delivery and engaging students in learning				0,1,2,3	
2d. Using assessment in instruction				0,1,2,3	
2e. Demonstrating flexibility and responsiveness				0,1,2,3	
2f. Integrating cross content reading and writing instruction				0,1,2,3	
<b>The Learning Environment</b>				0-15	
3a. Creating an Environment of Respect and Rapport				0,1,2,3	
3b. Establishing a Culture for Learning				0,1,2,3	
3c. Managing Classroom Procedures				0,1,2,3	
3d. Managing Student Behavior				0,1,2,3	
3e. Organizing Physical Space				0,1,2,3	
<b>Professional Responsibility and Ethical Conduct</b>				0-18	
4a. Attention to Equity and Diversity				0,1,2,3	
4b. Maintaining Accurate Records				0,1,2,3	
4c. Communicating with Families				0,1,2,3	
4d. Participating in a Professional Community				0,1,2,3	
4e. Individual Continuous Professional Improvement				0,1,2,3	
4f. Professional Responsibilities				0,3	
<b>Situational Context (Student Demographic Impact Factors)</b>				0-12	
Points F/R %				0,2,4,6	
Points ESE %				0,1,2,3	
ELL %				0,1,2,3	
Total Points for Administrator Rating on Evidence-based Practices & Situational Context (48% OAPER)				0-81	
Teacher Self-Evaluation & Reflection (1.7% of OAPER)				0-3	
Raw Score Total "Points" – Range is 0-69		Self-Evaluation Table Conversion Value (Range 0-3)			
<b>Overall Annual Performance Evaluation Rating &amp; Total Points</b>			<b>Rating is...</b>	<b>0-169</b>	

Table for Determining Classroom Teachers' Overall Annual Performance Evaluation Rating

Unsatisfactory	Needs Implement/Developing	Effective	Highly Effective
Total Points Range 0-40	Total Points Range 41-82	Total Points Range 83-137	Total Points Range 138-169
Administrator Signature		Teacher Signature	

## Instructional Assistance Form and Guidelines

### Instructional Assistance Conference Guidelines

1. The Instructional Assistance Conference is a professional conversation between the teacher and the principal to identify specific areas of concern coupled with suggested action to be taken to assist the teacher in helping students achieve learning gains.
2. The conference should produce collaborative ideas for suggested actions to assist the teacher.
3. This type of collaborative professional activity is meant to be used with teachers who may need assistance in targeted areas.
4. Monitoring is informal; however, an initial meeting and exit meeting are required.
5. Once strategies are defined, the teacher is provided support personnel who are available to assist in the successful completion of the strategies. One action step will be to name persons designated to assist the teacher as needed with items noted on the Instructional Assistance Conference Form.

**Polk County School District**  
**Instructional Assistance Conference Form**

Name: \_\_\_\_\_

Initial Meeting Date: \_\_\_\_\_

School: \_\_\_\_\_

School Year: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Principal's Signature

Teacher's Signature

Specific Area(s) of Concern	Suggested Action(s)

**Resource Person(s):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exit Meeting Date: \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Teacher's Signature

### Professional Development Plan (PDP) and Cross-Walk

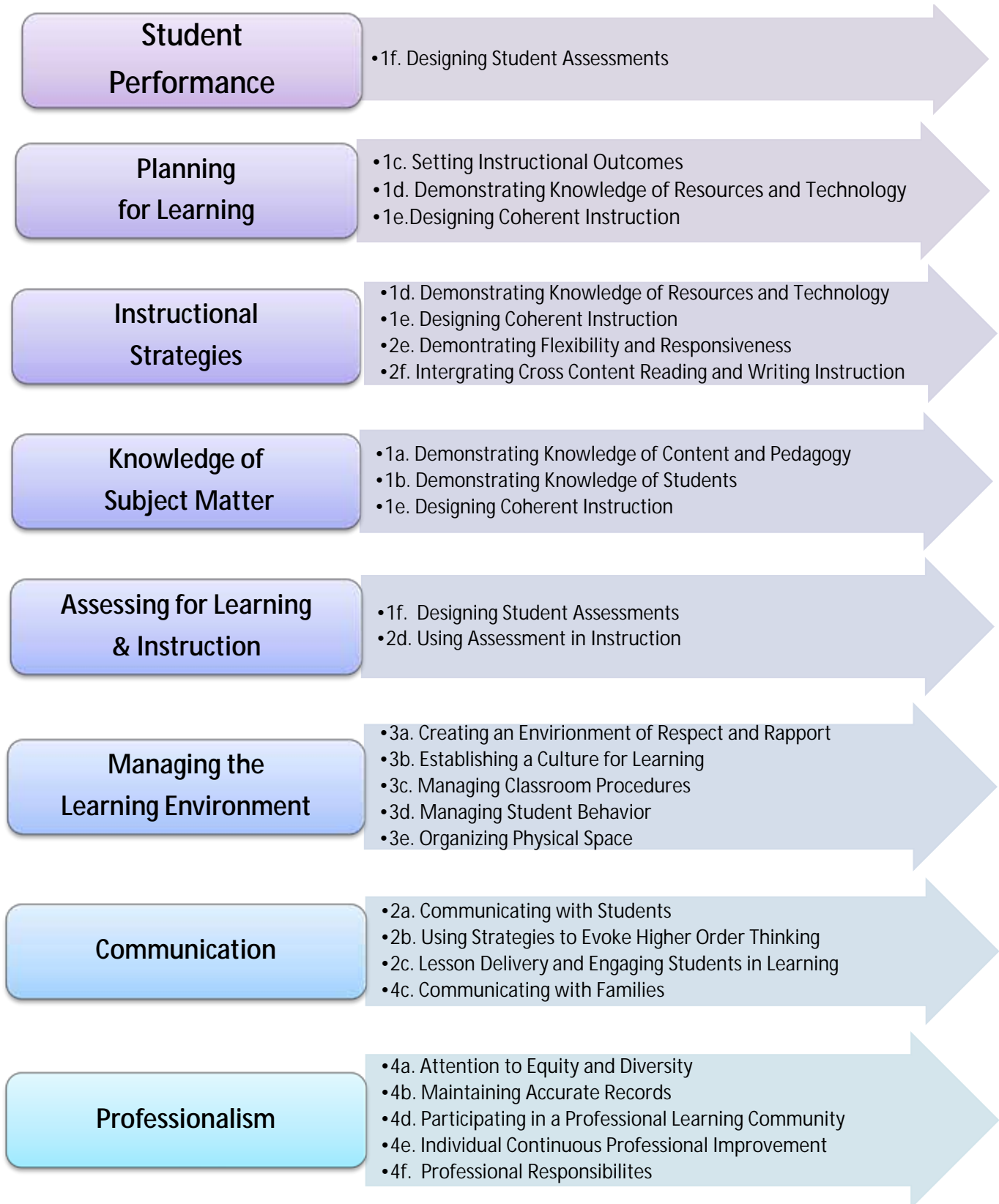
**Category II** teachers who receive a rating of *Unsatisfactory* on the **Overall** Annual Teacher Performance Evaluation Rating Form must be placed on a Professional Development Plan (PDP). This process is optional for teachers receiving an overall rating of Needs Improvement. When applied, the PDP must be prepared in a collaborative conference between the teacher and designated administrator within 10 days of the noted deficiency. The PDP is designed to provide up to 90 days of assistance; helping the teacher to correct deficiencies within the prescribed period of time and in accordance with the Student Success Act (see Appendix A). However, a Professional Development Plan (PDP) may be implemented at any time, when a Category II teacher continues to demonstrate unsatisfactory performance related to the specific Essential Performance Criteria.

		<input type="checkbox"/> <b>Category Two Only</b>		<input type="checkbox"/> Interim Review		
Last Name	First Name			<input type="checkbox"/> Interim Review		
SAP ID #				<input type="checkbox"/> Interim Review		
		School Year		<input type="checkbox"/> Interim Review		
Teacher Signature	Administrator Signature	<input type="checkbox"/> Planning Session	Date		<input type="checkbox"/> Interim Review	
School Name						
		<input type="checkbox"/> Summary Review	Date		<input type="checkbox"/> Met Goal	<input type="checkbox"/> Did NOT Meet Goal
Teacher Signature	Administrator Signature					
Goal Statement (One sheet per Goal)	Related Domain/EPC		Strategies	Documentation Method	Timeline	
<p>To improve my knowledge, skill and/or mental model related to:</p> <p>The Goal Statement, Strategies, Methods of Documentation and Timelines elements must be prepared.</p>	<p>Mark one of the options below for which the individual has been rated "Needs Improvement" or "Unsatisfactory".</p> <p><input type="checkbox"/> Instructional Design, Lesson Planning, and Assessment</p> <ul style="list-style-type: none"> <li>• EPC:</li> </ul> <p><input type="checkbox"/> Instructional, Delivery and Facilitation</p> <ul style="list-style-type: none"> <li>• EPC:</li> </ul> <p><input type="checkbox"/> The Learning Environment</p> <ul style="list-style-type: none"> <li>• EPC:</li> </ul> <p><input type="checkbox"/> Professional Responsibilities and Ethical Conduct</p> <ul style="list-style-type: none"> <li>• EPC:</li> </ul>					
	1					
	2					
	3					
	4					
	Professional Resource Team			Comments:		

# Professional Development Plan Crosswalk

## Old EPCs

## New EPCs 2011



## Appendix F

### Timeline for the Development/Implementation of Student Assessments

The implementation plan for the development of an infrastructure to support District Determined, Administered, Scored, and Reported Student Growth/Proficiency Measurement Assessments for teachers of Non-FCAT Subjects and Grades will be closely aligned with the assessment item bank development work being done by several groups that are being coordinated by the Florida Association of District School Superintendents (FADSS). The district teams working with development of District Determined, Administered, Scored, and Reported Student Growth/Proficiency Measurement Assessments for teachers of Non-FCAT Subjects and Grades will draw heavily from the work of the FADSS groups as well as their own content expertise. The initial timeline for this activity is listed below.

Timeframe	Specific Accomplishment	Status
July 1, 2011 – October 2011	Initiate Creation of an Implementation Plan for Development of the infrastructure to support District Determined, Administered, Scored, and Reported Student Growth/Proficiency Measurement Assessments for teachers of Non-FCAT Subjects and Grades	Pending
January 2012– August 2012	Phase 1 - Development of District Determined, Administered, Scored, and Reported Student Growth/Proficiency Measurement Assessments for teachers of Non-FCAT Subjects and Grades	Pending
September 2012 – June 2013	Phase 2 – Continued Development of District Determined, Administered, Scored, and Reported Student Growth/Proficiency Measurement Assessments for teachers of Non-FCAT Subjects and Grades	Pending
July 2013 – June 2014	Phase 3- Continued Development of District Determined, Administered, Scored, and Reported Student Growth/Proficiency Measurement Assessments for teachers of Non-FCAT Subjects and Grades	Pending
July 2014 – June 2015	Phase 4- Final Development of District Determined, Administered, Scored, and Reported Student Growth/Proficiency Measurement Assessments for teachers of Non-FCAT Subjects and Grades	Pending
July 1, 2015	Complete Implementation of District Determined, Administered, Scored, and Reported Student Growth/Proficiency Measurement Assessments for teachers of All Non-FCAT Subjects and Grades	Pending

## Appendix G

### Glossary

#### A

##### **Alternative Certification Educator (ACE) Program**

A research-based program offered through the Florida Department of Education designed to provide professional education preparation to newly hired teachers with subject area expertise who qualify for an initial Florida Certificate and need to fulfill instructional requirements to qualify as an educator.

##### **ARROW**

An Accountability Report of Reflections and Outcomes of Work. The form is used as documentation of the implementation and evaluation of professional learning at the school and district levels.

##### **Attendance Determinant**

Criteria used to determine students included in the data set applied to determine student achievement. For teachers teaching Non-FCAT students, the rule is:

Students included in the student achievement rating portion of the teacher evaluation system have:

- 15 or less unexcused absences (Full-year course)
- 10 or less unexcused absences (semester course)
- 5 or less unexcused absences (9 week course or 3rd 9 weeks for a 2nd semester course)
- Enrolled in both Full-time Equivalency (FTE) Survey 2 & 3 for a full year course
- Enrolled in FTE Survey 2 and post-test (1st semester)
- Enrolled in FTE Survey 3 and post-test (2nd semester)

Note: An Unexcused tardy that results in more than half the class being missed is considered an unexcused absence

##### **Atypical Teacher**

A teacher whose teaching assignment is new, changes, or varies within the school year. This term is used with uncommon scenarios.

#### C

##### **Category I Teachers**

Teachers either in the Professional Educator Competency (PEC) Program, the Alternative Certification Educator (ACE) Program, the Educator Preparation Institute (EPI) Program, or any classroom teacher that is new to the profession or new to the district regardless of the years of teaching experience and Florida Professional Educator Certification credentials.

##### **Category II Teachers**

Teachers with Florida Professional Educator Certification who have more than one year of teaching experience in the district.

##### **Contemporary Research**

Seminal, foundational, or empirical research conducted within the last five to seven years.

#### D

##### **Data Chats**

Brief conversations between a teacher and an administrator that offer teachers the opportunity to review student achievement and other school-wide data and use this data to improve their instruction.



**Deliberate Practice**

The process by which teachers attain incremental gains in teacher expertise, under the supervision of their administrators, and through the support of their peers, in order to produce gains in student achievement from year to year. This evolves through practice and feedback.

**Descriptor**

Refers to any of the observable practices related to the EPCs and serves as an indicator as to the level to which a teacher successfully implements each EPC in his or her classroom/instruction.

**Developmental Feedback**

Information sharing between an administrator and teacher to increase the teacher's awareness, responsibility, and performance.

**District Assessment**

A standardized district determined assessment for a given subject applied across the district in a given subject area.

**Domains**

The broad categories for the Essential Performance Criteria based on the Florida Educator Accomplished Practices. They include:

- Instructional Design, Lesson Planning, and Assessment
- Instructional Delivery and Facilitation
- The Learning Environment
- Professional Responsibilities and Ethical Conduct

**E****Educator Preparation Institute (EPI) Program**

An accelerated training program offered through Polk State College for newly hired teachers who have a four year degree and did not major in education.

**Effective**

A rating that indicates that there is adequate evidence of teacher performance at a high level of quality and consistency of practice; demonstrated practice is excellent in relation to the rubric description for an EPC as documented through observation and other appropriate data gathering methods.

**Enrollment Determinant**

Criteria used to determine the students who are to be included in the data set applied to determine student achievement. The rule is students enrolled for both FTE Surveys 2 and 3 will be included in the data set (for semester courses, students enrolled for FTE Survey 2 and Post-test or FTE Survey 3 and Post-test).

**EPC Rating Rubrics**

Behaviorally anchored statements that operationally define the rating labels of Highly Effective, Effective, Needs Improvement/Developing, and Unsatisfactory as applied to describe performance related to the Essential Performance Criteria.

**Highly Effective** – a rating that indicates that there is significant and varied evidence of teacher performance at the highest level of quality and consistency of practice; demonstrated practice is exemplary in relation to the rubric description for an EPC as documented through observation and other appropriate data gathering methods.

**Effective** - a rating that indicates that there is adequate evidence of teacher performance at a high level of quality and consistency of practice; demonstrated practice is excellent in relation to the rubric description for an EPC as documented through observation and other appropriate data gathering methods.

**Needs Improvement/Developing** - a rating that indicates that there is partial evidence of teacher performance at a high level of quality and consistency of practice; demonstrated practice is lower than the meeting the expectation but is developing in relation to the rubric description for an EPC as evidenced through observation and other appropriate data gathering methods.

**Unsatisfactory** - a rating that indicates that there is little or no evidence of teacher performance at a high level of quality and consistency of practice; demonstrated practice is significantly lower than or non-existent toward meeting the expectation in relation to the rubric description for an EPC as evidenced through observation and other appropriate data gathering methods.

## **Evaluation**

See Performance Evaluation

## **Evaluative Feedback**

Feedback given by an administrator to a teacher during the summative evaluation conference as part of the annual performance rating.

## **F**

### **Feedback Loops**

A process that allows for continuous dialogue and collaboration between teachers and administrators that build sustainable, professional learning communities (reciprocal feedback).

### **Florida Educator Accomplished Practices (FEAPs)**

Florida's core standards for effective educators. These standards form the foundation for the state's teacher preparation programs, educator certification requirements, and school district instructional personnel appraisal systems.

### **Focused Observation**

An observation by an administrator while conducting classroom walkthroughs and other observations. It is used to gather specific information about a teacher's use of evidence-based practices for specific essential performance criteria. Data from this observation is analyzed and rated in order to examine the essential performance criteria at a more detailed level and for identifying a teacher's professional learning needs. It is one of two primary sources of information applied when rating a teacher on each essential performance criteria.

### **Formal Observation**

Consists of an observation for a full class period (45 minutes or more) as deemed appropriate for various levels. This observation includes a planning conference (pre-observation conference) and a reflection conference (post-observation conference) with the teacher. The planning and reflection conferences should be scheduled 1-5 days preceding and following the observation.

## **G**

### **Global Observation Instrument (GOI)**

A comprehensive observation tool used by an administrator while conducting classroom walkthroughs, informal observations, and formal observations. The instrument is used to gather information about a

teacher's use of evidence-based practices for essential performance criteria across all four domains. It is one of two primary sources of information to be applied when rating the teacher on each essential performance criteria.

### **Granular Level**

Technically, a very detailed level.

## **H**

### **High Probability Instructional Strategies**

Research-based strategies that have been identified in contemporary research as having a higher probability of raising student learning when they are used at the appropriate level of implementation and within the appropriate instructional context.

### **Highly Effective**

A rating that indicates that there is significant and varied evidence of teacher performance at the highest level of quality and consistency of practice; demonstrated practice is exemplary in relation to the rubric description for an EPC as documented through observation and other appropriate data gathering methods.

## **I**

### **Informal Observation**

An observation that can be announced or unannounced and may or may not include an observation of the full class period (10 to 30 minutes). Typically, there is no planning or reflection conference.

### **Instructional Assistance Conference/Form**

A process used to promote prompt professional conversations regarding instructional assistance with teachers. This process and form does not replace the formal written plan of improvement required in Section 15.7 and is not disciplinary in nature. It is intended to facilitate professional conversations between the teacher and administrator.

### **Interim Performance Evaluation**

A mid-year conference/conversation that takes place between a teacher and an administrator designed to focus on an analysis of the status of strategy implementation and student performance data between the initial planning session and summary review. A teacher's progress towards TARGET plans and ARROW documentation is also discussed at this time.

## **L**

### **Learning Gain Scale Score**

Determined by computing the sum of the Post Test Score minus the Pre-Test Score, divided by the sum of 100 minus the Pre-Test Score. This number is then multiplied by 100 to identify the Learning Gain Scale Score.  $LGSS = [PoTS - PrTS / 100 - PrTS] \times 100$ .

### **Learning Target**

State determined or district determined goal for measurement of student progress.

## **M**

### **Marzano Evaluation Model**

The adopted Florida Teacher Evaluation Model that is founded on historical and contemporary research and offers an inclusive look at teacher effectiveness and development of expertise.

## **N**

### **Needs Improvement/Developing**

A rating that indicates that there is partial evidence of teacher performance at a high level of quality and consistency of practice; demonstrated practice is lower than the expectation but is developing in relation to the rubric description for an EPC as evidenced through observation and other appropriate data gathering methods.

### **Non-FCAT Subject/Grade Level Teachers**

Teachers who teach a grade level or subject area that is not included as part of the Florida Comprehensive Assessment Test.

## **O**

### **On-going Professional Dialogue**

Focused and collaborative conversations that occur throughout the year between a teacher and an administrator on improving student learning experiences and student engagement practices. The dialogue is designed to create a differentiated teacher professional growth plan with the objective of improving professional practices and student achievement.

### **Organizational Context**

The climate and environment in which an individual works.

### **Overall Annual Performance Evaluation Rating (OAPER)**

Derived from the combination of values from points awarded to teachers individually based on student achievement data from the students matched to the teacher, ratings (Points) awarded to teachers individually based on demonstrated performance tied to rubrics and combined with points earned related to the teacher's situational context pertaining to the impact of specified student demographics, and ratings (Points) awarded to teachers individually based on self-evaluation. An annual contract will not be awarded if a teacher receives two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a 3-year period under s. 1012.34, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34.

## **P**

### **Performance Evaluation**

A supportive process with a goal to result in enhanced student growth, improved teacher professional learning, teacher performance, and teacher morale.

### **Professional Development Plan (PDP)**

A formal improvement plan created for a teacher to address essential performance criteria ratings of "Unsatisfactory" (required) or "Needs Improvement/Developing" (optional).

### **Professional Education Competence (PEC) Program**

A program designed for first year teachers without Florida Professional Certification. The program's competencies align with the Florida Educator Accomplished Practices, and the program fulfills one of the requirements for teachers working towards professional certification.

## **Q**

### **Quality Assurance**

The systematic monitoring and evaluation of the various aspects of teacher observation to maximize the probability that minimum standards of quality are attained by the evaluator.

## R

### **Race to the Top (RTTT)**

A federal grant program that will reward states for raising student achievement and promoting reform. Money will be granted to districts that participate over a four-year span and can only be used within the scope of the federal guidelines.

## S

### **School Improvement Plan (SIP)**

A formal plan delineating improvement strategies based upon a school's identified student subgroup needs. The plan is approved by the school board, submitted to the state department of education, and is public record.

### **Self-Evaluation**

A part of the teacher evaluation where the teacher reflects individually on his/her practices as delineated in the rubric descriptions and then rates him or herself accordingly for each essential performance criteria. The points earned from this self-evaluation make up 1.7% of a teacher's Overall Annual Performance Evaluation Rating.

### **Situational Context**

The conditions that exist in the teaching environment that are unique to the individual teacher's assigned students. (See Student Demographic Impact Factors)

### **Student Demographic Impact Factors**

Adequate yearly progress variables identified as significant factors impacting a teacher's situational context. These factors are unique to each teacher. These factors include the percentage of students on free or reduced lunch, the percentage of students with exceptionalities, and the percentage of students whose primary language is other than English.

### **Student Learning Gain (SLG)**

A student's academic improvement tracked from year to year in accordance with academic standards.

### **Student Performance Data Source**

FCAT and other state assessment data credited to teachers based on the students the teacher is teaching; Student Learning Goal data from teacher-made, administered, scored, and reported pre- and post-assessments credited to teachers based on the students the teacher is teaching.

### **Summative Evaluation**

The end of the evaluation cycle, which includes an administrator/teacher conference related to the teacher's Overall Annual Performance Evaluation Rating.

## T

### **Teacher Evaluation Planning Session**

Conference between teacher and administrator designed to focus on evaluation processes related to categories one and two. Discussion may include, but is not limited to, the following:

- a. Procedures and timeline
- b. Essential performance criteria
- c. Collegial planning
- d. Areas of continuous professional improvement

### **Teacher Evaluation System**

Enhancing Student Achievement through Teacher Evaluation and Learning is a collaborative system between teachers and administrators focused on improving the quality of professional practices resulting in increased student learning.

### **Teachers' Action Research Goals and Educational Timeline (TARGET)**

Defines explicit learning goals in a plan specific to the teacher and learning gains for students at the school. This timeline requires gathering and disaggregating student data for broad and specific patterns of need for students directly or indirectly assigned to the teacher. It involves the teacher in determining the learning objectives that will help students become successful based upon disaggregated data. Also, it entails the development of student outcome goals that provide the teacher with ongoing targets for instructional strategies to implement at the school. Finally, this timeline provides opportunities to demonstrate that professional learning strategies have helped students become successful based upon disaggregated data.

### **Timely and Actionable Feedback**

Prompt and specific behavioral feedback an administrator provides to a teacher including the data collected during an observation and clarifying performance expectations supporting the teacher's forward planning and continuous improvement of professional practices.

### **Trend Data**

The past performance of a particular individual or group as measured over some period of time.

## **U**

### **Unsatisfactory**

A rating that indicates that there is little or no evidence of teacher performance at a high level of quality and consistency of practice; demonstrated practice is significantly lower than or non-existent toward meeting the expectation in relation to the rubric description for an EPC as evidenced through observation and other appropriate data gathering methods.

## **V**

### **Value-Added Model**

Process developed by the Department of Education to measure student learning growth.

## **W**

### **Walkthrough Observation**

An observation that can be announced or unannounced and generally consists of very brief classroom observations of 3-5 minutes in length in which the observer gathers evidence regarding classroom instructional practices and behaviors on a regular basis.

## Appendix H

### 6B-1.006 Principles of Professional Conduct for the Education Profession in Florida

*(1) The following disciplinary rule shall constitute the Principles of Professional Conduct for the Education Profession in Florida.*

*(2) Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law.*

*(3) Obligation to the student requires that the individual:*

- (a.) Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/ or physical health and/or safety.
- (b.) Shall not unreasonably restrain a student from independent action in pursuit of learning.
- (c.) Shall not unreasonably deny a student access to diverse points of view.
- (d.) Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
- (e.) Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
- (f.) Shall not intentionally violate or deny a student's legal rights.
- (g.) Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.
- (h.) Shall not exploit a relationship with a student for personal gain or advantage.
- (i.) Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

*(4) Obligation to the public requires that the individual:*

- (a.) Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
- (b.) Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
- (c.) Shall not use institutional privileges for personal gain or advantage.
- (d.) Shall accept no gratuity, gift, or favor that might influence professional judgment.
- (e.) Shall offer no gratuity, gift, or favor to obtain special advantages.

*(5) Obligation to the profession of education requires that the individual:*

- (a.) Shall maintain honesty in all professional dealings.
- (b.) Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

- (c.) Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
- (d.) Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.
- (e.) Shall not make malicious or intentionally false statements about a colleague.
- (f.) Shall not use coercive means or promise special treatment to influence professional judgments of colleagues.
- (g.) Shall not misrepresent one's own professional qualifications.
- (h.) Shall not submit fraudulent information on any document in connection with professional activities.
- (i.) Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
- (j.) Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
- (k.) Shall provide upon the request of the certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- (l.) Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession in Florida and other applicable Florida Statutes and State Board of Education Rules.
- (m.) Shall self-report within forty-eight (48) hours to appropriate authorities (as determined by district) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585(4)(c) and 943.059(4)(c), Florida Statutes.
- (n.) Shall report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 231.28(1), Florida Statutes.
- (o.) Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 231.28(1), Florida Statutes.
- (p.) Shall comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.



(q.) Shall, as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

*Specific Authority 229.053(1), 231.546(2)(b) FS. Law Implemented 231.546(2), 231.28 FS. History–New 7-6-82, Amended 12-20-83, Formerly 6B-1.06, Amended 8-10-92, 12-29-98.*

Appendix I

Documentation of Collective Bargaining

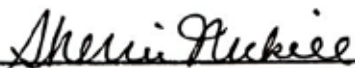
EVIDENCE OF COLLECTIVE BARGAINING

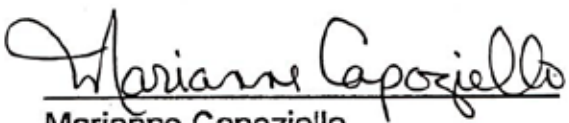
May 26, 2011

Please be advised that the Polk County School District and the Polk Education Association have been actively engaged in collective bargaining negotiations and/or teacher evaluation system development consistent with the precepts contained in SB 736 and the Race to the top grant in order to revise the teacher system for the 2011-2012 school year. It remains our intent to continue good faith negotiations in accordance with Chapter 447. We will continue to work diligently to design a new teacher evaluation system that combines the Race to the Top requirements with those required in the recently amended section 1012.34, Florida Statutes, and Rules 6B-4.010 and 6A.5.065, FAC.

The checklist and the activities of negotiations included with this letter will chronicle what we have accomplished, the process that we are using, the challenges that we now or will soon confront and the work yet to be developed and negotiated. It is also our intent that this document will assist DOE in ensuring that we have met the requirements in each area for the RTTT grant and SB 736, while also satisfying requirements for State Board Rule. Through the district and union's ongoing bargaining process, there will be ongoing negotiation and refinement in the submitted documents and processes which are reflected in those documents.

Upon completion of the bargaining process, it is the intent of the bargaining parties to have fully addressed and complied with the law and the mandates of the Race to the Top grant while maintaining a focus on the needs of the district with regard to time, capacity, flexibility, and fairness. For this reason, the parties agree to maintain ongoing, regular meetings to complete bargaining and then to continue meeting in order to address any substantive revisions required following the Department of Education's review and to monitor the ongoing implementation of the new system.

  
\_\_\_\_\_  
Dr. Sherrie Nickell, Ed.D.  
Superintendent

  
\_\_\_\_\_  
Marianne Capozziello,  
President, PEA

**This Contract is negotiated on your behalf  
by the Polk Education Association**

**POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD**

I authorize my employer, The Polk County School Board of Polk County Florida, to deduct the amount indicated and remit same as instructed by the Association. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization may be revoked with a thirty (30) day written notice to the Polk Education Association.  
PLEASE PRINT

Name: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
(last) (first) (mi)

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home ph.:\_(\_\_\_\_)\_\_\_\_\_ Home e-mail address: \_\_\_\_\_

Worksite: \_\_\_\_\_ Para \_\_\_\_ Teacher \_\_\_\_\_ Secretary/ESP \_\_\_\_\_

Monthly Deduction Amount: \_\_\_\_\_ \$48.98 Teacher \_\_\_\_\_ \$24.74 Secretary/ESP

Method of Payment: \_\_\_\_\_ Payroll Deduction \_\_\_\_\_ Cash \_\_\_\_\_ D.O.B.: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Local Association Representative: \_\_\_\_\_  
AFT Local Number: 7454 NEA Local Number: Teachers (530), Paras (531), Secretaries (532)

**Mail by courier to: PEA, Route E**

**POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD**

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(last) (first) (mi)

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home ph.:\_(\_\_\_\_)\_\_\_\_\_ Home e-mail address: \_\_\_\_\_

Worksite: \_\_\_\_\_ Para \_\_\_\_ Teacher \_\_\_\_\_ Secretary/ESP \_\_\_\_\_

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Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Local Association Representative: \_\_\_\_\_  
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