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THE DISTRICT OF COLUMBIA

BEFORE

THE OFFICE OF EMPLOYEE APPEALS

In the Matter of:

EMPLOYEE¹,
Employee

v.

D.C. PUBLIC SCHOOLS,
Agency

OEA Matter No. 1601-0064-25

Date of Issuance: August 28, 2026

MICHELLE R. HARRIS, Esq.
Senior Administrative Judge

Employee, *Pro Se*

Gehrrie Bellamy, Esq., Agency Representative

INITIAL DECISION

INTRODUCTION AND PROCEDURAL HISTORY

On August 1, 2025, Employee filed a Petition for Appeal with the Office of Employee Appeals (“OEA” or “Office”) contesting the District of Columbia Public Schools’ (“Agency” or “DCPS”) decision to remove her from her position as a Teacher. Employee was terminated after receiving a “Minimally Effective” rating under the IMPACT evaluation during the 2024-2025 school year. The effective date of termination was August 1, 2025. Following a letter from OEA dated August 1, 2025, Agency filed its Answer to Employee’s Petition for Appeal on August 21, 2025. This matter was assigned to the undersigned Senior Administrative Judge on August 22, 2025. On August 27, 2025, I issued an Order Convening a Prehearing Conference in this matter for September 25, 2025.

Both parties appeared for the Prehearing Conference on September 25, 2025. Following the Prehearing Conference, I issued an Order the same day requiring the parties to submit briefs addressing whether Agency’s termination of Employee through IMPACT was done in accordance with all applicable laws, rules and regulations. Accordingly, Agency’s brief was due on or before October 24, 2025, and Employee’s brief was due on or before November 21, 2025. Agency had the option to submit a sur-reply brief on or before December 12, 2025. On October 23, 2025, Agency

¹ Employee’s name was removed from this decision for the purposes of publication on the Office of Employee Appeals’ website.

filed a Request for an Extension. Agency cited therein that more time was needed due to the unavailability of a key witness due to jury duty. On October 24, 2025, Employee filed an Opposition to Agency's request. Employee noted that while she respected the requirement of civic duty, it was unlikely that the witness had been serving continuously since September 25, 2025. She also noted that further delay caused her hardship in prolonging this matter. On October 24, 2025, I contacted the parties via email to ascertain whether they could meet for Status Conference. The parties were available to meet on October 29, 2025. Both parties appeared on October 29, 2025. During that time, the undersigned determined that the parties had not engaged in discovery and Agency also asserted that it could not ascertain when the key witness would be available. During the Conference, the undersigned ordered Agency's representative to find out the specific availability of the witness and report to the undersigned by or before the close of business on October 31, 2025. On October 30, 2025, Employee emailed the undersigned and indicated that she had contacted the school, and the witness' jury duty did not start until October 21, 2025. Based on Employee's email, the undersigned required Agency to provide all relevant information related to its timeline for contacting this witness. Agency responded on October 30, 2025, citing that they had begun outreach on October 20, 2025, and that Agency's representative contacted the Principal and found out that the witness had returned from jury duty on October 24, 2025.

As a result, I issued an Order on October 31, 2025, requiring Agency to submit its brief by November 6, 2025. Employee's brief was now due by November 28, 2025, and Agency's sur-reply brief was due by December 12, 2025. Agency submitted its brief as required. On December 1, 2025, Employee emailed the undersigned citing that she had received Agency's brief via mail on November 26, 2025. She cited that she did not receive all the attachments that were included in the electronic version that Agency had sent. The undersigned advised Employee that should she need an extension to submit her brief; she would need to submit a written request. On December 2, 2025, Agency filed a Motion to Limit Public Commentary, citing therein that Employee had made disparaging comments about witnesses and DCPS on social media.² On December 5, 2025, I issued an Order scheduling a Status Conference for December 16, 2025. On December 11, 2025, Agency filed a Request for an Extension to file a Sur-Reply, citing that Employee had not filed her brief and as such, it could not adequately prepare for its sur-reply brief. The undersigned cited that this would be addressed in the Status Conference scheduled for December 16, 2025.

On December 16, 2025, Agency appeared for the Status Conference, but Employee did not. Further, as of the date of the Status Conference, Employee had not submitted her brief nor was there any record of a request submitted for an extension of time to file. As such, on December 16, 2025, I issued an Order for Statement of Good Cause to Employee for her failure to submit her brief as required and for her failure to appear for the December 16, 2025, Status Conference. Employee's statement for good cause and brief was due on or before January 6, 2026. On January 5, 2026, Employee emailed the undersigned and Agency's representative with a courtesy copy of her Motion to Accept Late Filing for Good Cause. Employee cited therein that ongoing challenges following her separation from Agency were the reason for her late filing. Further, Employee cited therein that she would not submit any further documentation and would rely on the existing record, while addressing "procedural deficiencies" in Agency's response. Agency's representative sent an email on January 12, 2026, citing that they had received Employee's statement. I responded to that email and noted

² In its Sur-Reply Brief, Agency asserted that Employee's "attempt to publicly besmirch the Agency," was not apart of the record. Agency further noted that while it discovered a video on a social media public platform, it "did not reference the video Employee made in its initial Brief, nor did Agency amend its brief to reference the video." To this end, the undersigned finds that this issue is MOOT.

that the hard copy of Employee's brief for the record had not yet been received at OEA. I noted that once I received the hard copy for the record, I would issue an Order regarding Agency's deadline to submit a sur-reply brief. Employee did not submit the hard copy of her Motion.³ As a result, on January 22, 2026, I issued an Order requiring Employee to file her brief as required by OEA rules by February 2, 2026, and set a deadline of February 9, 2026, for Agency to submit its sur-reply brief.

Employee did not submit a hard copy of her January 5, 2026 Motion. As such, the undersigned will accept Employee's electronic submission and it will become part of the record. Agency submitted its sur-reply brief by the prescribed deadline. Upon review of the record and the parties' submissions, I determined that an Evidentiary Hearing was not warranted. The record is now closed.

JURISDICTION

The Office has jurisdiction in this matter pursuant to D.C. Official Code § 1-606.03 (2001).

ISSUE

Whether Agency's action of terminating Employee from service through IMPACT was done in accordance with all applicable laws, rules or regulations.

BURDEN OF PROOF

OEA Rule § 631.1, 6-B District of Columbia Municipal Regulations ("DCMR") Ch. 600, et seq (December 27, 2021) states:

The burden of proof for material issues of fact shall be by a preponderance of the evidence. "Preponderance of the evidence" shall mean: the degree of relevant evidence that a reasonable person, considering the record as a whole, would accept as sufficient to find that a contested fact is more likely to be true than untrue.⁴

OEA Rule § 631.2 *id.* states:

For appeals filed under § 604.1, the employee shall have the burden of proof as to issues of jurisdiction, including timeliness of filing. The agency shall have the burden of proof as to all other issues.

³ During this timeframe, the undersigned received "undeliverable" email messages when attempting to respond to Employee's email.

⁴ OEA Rule "Definitions § 699.1."

FINDINGS OF FACT, ANALYSIS AND CONCLUSIONS OF LAW

Summary of the Parties' Positions

Agency's Position

Agency provides that Employee was hired by DCPS on or around September 25, 2022. Agency asserts that Employee was a Teacher at Harriet Tubman Elementary school for the 2022-2023, 2023-2024, and 2024-2025, school years. Agency further asserts that it utilized the IMPACT guidelines for those school years and cites that Employee was in Group 2b, which covers teachers.⁵ Agency further notes that for the 2022-2023, 2023-2024, and 2024-2025, school years, "Group 2b workers were evaluated on four (4) components."⁶ The four (4) components that were evaluated for this group were:

1. Essential Practices (EP): This is a measure of the instructional expertise and made up 65% of the total IMPACT score.
2. Teacher-Assessed Student Achievement Data (TAS): This is a measure of your students' learning over the course of the year, as evidenced by rigorous assessments other than the PARCC and made-up 15% of the total IMPACT score.
3. Student Surveys of Practice (SSP): This is a measure of the students' evaluation of their teacher. Students in grades 3 and up take a survey once a year and rank the extent to which they agree with certain statements about their teacher's performance. This component makes up 10% of the IMPACT score.
4. Commitment to the School Community: This measure of extent to which the Educational Aide supports and collaborates with the school community. This component makes up 10% of the IMPACT score.
5. Core Professionalism: This is a measure of four basic professional requirements for all school-based personnel. This component is scored differently from others, which is why it is not represented in the pie chart.

Agency asserts that Employee was evaluated on all four (4) of the IMPACT components. Agency contends that Employee received a "Developing" rating during the 2022-2023 school year. Agency maintains that Employee was provided notice that "if she received anything lower than "Developing" for the following school year, she would be subject to termination."⁷ Agency provides that during the 2023-2024 school year, Employee received a "Minimally Effective" rating, which is lower than a "Developing" rating. However, Agency notes that Employee was notified that she would be exempt from termination but would need to receive an "Effective" or higher rating in the 2024-2025 school year to remain at DCPS.⁸ Agency asserts that in the 2024-2025 school year, Employee received a "Minimally Effective" rating, which led to her termination effective August 1, 2025.

Agency cites that the IMPACT for "Teacher (Group 2b) consists of two (2) assessment cycles, with the first assessment usually taking place in January and the second in June of each year."⁹

⁵ Agency's Brief at Page 1 (November 6, 2025). *Agency filed another copy on November 7, 2026, but it is a duplicate of the November 6th filing.

⁶ *Id.*

⁷ *Id.* at Page 2.

⁸ Agency's Prehearing Statement. (September 19, 2025).

⁹ *Id.*

Agency iterates that Employee was provided notice that she would have to receive a final IMPACT rating of Effective or Highly Effective for the 2024-2025 school year in order to remain at DCPS. At the end of the 2024-2025, school year Employee was rated as “Minimally Effective.” Agency maintains that Employee was observed and had conferences with her evaluators regarding the IMPACT assessment. Agency avers that Employee did not raise any concerns to the IMPACT team during any of the school years of her evaluations.¹⁰

Agency maintains that it “fairly and accurately evaluated Employee.” Agency asserts that it followed all the IMPACT guidelines and that these guidelines were also provided to Employee at the beginning of the school year. Agency asserts that Employee’s claim that “Principal Amanda Delabar, Employee’s evaluator, provided no guidance or direction as to where she was faltering at work,” to be “patently false.” Agency contends that “Employee’s evaluations were not only the required 30 minutes in length, but Principal Delabar and Assistant Principal Alysha Christopher, Employee’s other evaluator, took copious notes for each evaluation, and regurgitated those notes in each of Employee’s areas where she was observed and evaluated under the “Evidence” section.”¹¹ Agency further argues that “the notes were not merely an overview; they were exact and concise, and even had examples of what Principal Delabar and Assistant Principal Christopher witnessed during the observations to indicate as a reference.”¹² Agency also avers that Employee “received a 10 point deduction due to an unexcused late arrival during the 2023-2024 school year.”¹³ Additionally, Agency provides that Employee received “a total of 20 points deducted for the 2024-2025 school year” for an unexcused late arrival and for leaving work early without permission.¹⁴

Agency asserts that Employee received support for her job performance. Agency contends that “Employee was provided with an abundance of support, both from her Principal and Assistant Principal.” Agency notes that Employee was also a part of “LEAP which is a group of teachers in Employee’s teaching block that meet weekly to collaborate and lesson plan.”¹⁵ Agency cites that LEAP is “led by Instructional Coach Susannah Schantz, who offered Employee copious amounts of support, both inside the group and individually.”¹⁶ Agency submitted an Affidavit from Ms. Schantz wherein she noted that Employee was a part of the group. She further cited that she and Employee “met often, sometimes weekly, where [she] assisted [Employee] with lesson planning and aligning her lessons to a provided objective calendar to ensure that she was providing the support that the students needed.”¹⁷ Agency avers that Ms. Schantz also noted in her Affidavit that she supported Employee for the three (3) school years while she was employed at Harriet Tubman Elementary. Agency also provides an Affidavit from Principal Amanda Delabar and Assistant Principal Alysha Christopher who both evaluated Employee during the IMPACT Process and cited to the support offered to Employee.¹⁸ Agency cites that, Principal Delabar noted that she was the principal at Harriet Tubman for the 2023-2024 and 2024-2025 school years and that she observed and assessed Employee during that school year. Agency asserts that Principal Delabar asserted in her Affidavit that she “met with [Employee] to discuss ways to ensure that she had complete lesson plans for her students, and often during those meetings [Employee] would either show up without a lesson plan for

¹⁰ *Id.* at Page 3.

¹¹ Agency’s Brief at Page 5 (November 6, 2025).

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ Agency provides an Affidavit of Susannah Schantz. *See*. Agency Brief at Attachments.

¹⁷ *Id.* at Affidavit of Susannah Schantz.

¹⁸ Agency Brief at Affidavits of Amanda Delebar and Alysha Christopher. (November 6, 2025)

us to review or had expectations that someone would do them for her.” Principal Delabar also stated that Employee met with an Instructional Coach and was also provided additional support in planning times. She also noted that she offered weekly lesson plan reviews to Employee and feedback. Assistant Principal Christopher also noted her evaluations and observations of Employee. Assistant Principal Christopher cited that she and Principal Delabar both decided to have Employee return after the 2023-2024 school year, despite a decline in her performance. Christopher noted that she and Principal Delabar met with Employee to ask how she would like to receive feedback in order to allow her to meet the requirement to receive an IMPACT rating of Effective or Highly Effective for the 2024-2025 school year. Agency avers that despite the support, Employee’s IMPACT rating declined to Minimally Effective in the 2023-2024 school year, but “DCPS decided to allow her another opportunity to improve over the course of the following school year.”¹⁹ Agency also states that to “ensure Employee’s successful outcome, she was allowed the opportunity to collaborate on the creation of an Improvement Plan (“IP”) to be used during the 2024-2025 school year.” Agency provides that this plan was created with Employee, the Principal, Assistant Principal and Employee’s Union.²⁰

Agency asserts that despite this support, Employee failed to meet DCPS performance standards and that she was appropriately separated from service. Agency asserts that OEA’s review of this matter is not to substitute its judgment for that of the Agency, but rather OEA is limited to “determining if managerial discretion has been legitimately invoked and properly exercised.”²¹ Agency also asserts that pursuant to the Court of Appeals decision in *Shaibu v D.C. Public Schools*, that “substantial evidence for a positive evaluation does not establish a lack of substantial evidence for a negative evaluation.”²² As such, Agency avers that “merely disagreeing with a principal is not enough to overturn an evaluation.”²³ Agency contends that IMPACT is a “totality of an employee’s work performance for an entire year.”²⁴ This stated, Agency reiterates that Employee “failed to meet certain DCPS standards” and “Employee’s evaluation is a totality of the 5 IMPACT evaluation factors.”²⁵ Agency maintains that its actions was done in accordance with IMPACT and that the termination should be upheld.

Employee’s Position

Employee asserts that her termination was “procedurally flawed and substantially unjustified.” She avers that the “IMPACT evaluation system, as implemented in [her] case, did not reflect the realities of [her] instructional effectiveness or comply with the policies and obligations set forth by DCPS.”²⁶ Employee contends that during the two years, she “taught students who achieved measurable academic progress.” She further notes that “100% of [her] students met or exceeded their annual growth goals on the iReady diagnostic assessments.” Employee avers that after she received her first Minimally Effective rating, the school principal “explicitly stated that [she] would receive coaching to support areas of improvement.” Employee cites that coaching was never provided to her,

¹⁹ *Id.* at Page 6.

²⁰ *Id.*

²¹ *Id.* citing to *Wooden v. DCPS*, OEA Matter No 1601-0152-11 (March 27, 2014; and *Chamblee v DCPS*, OEA Matter No. 1601-0346-10 (January 9, 2014).

²² *Id.* at Page 7. Citing to *Shaibu v D.C. Public Schools*, Case No. 2012 CA 003606 P (January 29, 2013).

²³ *Id.*

²⁴ Agency’s Sur-Reply Brief at Page 2. (February 9, 2026).

²⁵ *Id.*

²⁶ Employee’s Petition for Appeal at Attachments. (August 1, 2025).

despite her repeated requests for “clarification, support, and follow-up, no formal coach, modeling, or targeted professional development was offered.”²⁷ Employee argues that this failure to provide her coaching and support “contradicts the DCPS commitment to improving teacher performance through targeted interventions; especially for educators rated less than Effective.” Employee also avers that the feedback that she received was “vague and difficult to apply to [her] practice.”

Employee argues that she “documented multiple efforts to engage with administrators in good faith to better understand and act on the feedback provided,” but cites that her efforts were “largely ignored or brushed aside.” Employee also cites that she believes the scores she received “reflect bias on the part of school administration and do not accurately or fairly represent [her] effectiveness as an educator.” She specifically states that “the data show clear discrepancy between administrator-scored measures and student achievement outcomes, raising serious concerns about the integrity of evaluations.” She avers that her student-centered measure, TAS, “remains strong and improving.” Employee also asserts that the Core Professionalism (“CP”) scores deductions were “issued without discussion or prior warning.” She provides that she “received a CP deduction for a single late arrival (8:19am) without conversation or context, despite extensive after-school tutoring and summer PD involvement.” Employee contends that this “punitive approach stands in contrast to the supposed developmental nature of the IMPACT framework.”²⁸

Employee maintains she was not provided with appropriate support, despite her requests. She avers that instead of support, she received an “objective calendar as substitute for individualized support.” She further asserts that this document did not “contain actionable guidance related to lesson planning, pacing or instructional strategies.” She contends that instead of “targeted support” she received vague and insufficient feedback that did not support her professional growth. Employee also avers that she was met with hostile responses to her request for collaborative planning. Employee asserts that in a meeting with Principal Delabar regarding an outline for a week of instruction, Employee asked Principal Delabar for clarification. Employee asserts that “rather than answering, Principal Delabar became visibly and audibly upset and threatened to send [her] home, stating that [she] was not prepared to teach.” Employee cites that she left the “meeting in tears but continued to teach for the day.” She avers that other interactions again displayed the “vague, inconsistent, and often punitive feedback [she] received rather than actional coaching or professional support.”²⁹ She also cites that the calendar invitations from the Principal were marked as “coaching” but there was “no formal coaching plan or documented instructional support put in place.” Employee avers that these sessions instead “functioned more as evaluative check-ins with inconsistent feedback and no clear growth plan or goals.” Employee also provides that support was delayed at times, which also shows a lack of “proactive support.”

Employee also contends that the review of her lesson plans was also inconsistent and would instead be framed as her being unprepared for her lessons plans, “even though the issues stemmed from unclear systems and not from a lack of planning on [her] part.” Employee further avers that Principal Delabar also cancelled scheduled observations and coaching, which occurred “shortly after[she] requested a voluntary transfer to another school due to concerns about the effectiveness of the coaching [she] was receiving.” Employee argues that “this incident further illustrates a pattern [she] experienced through the school year when [she] demonstrated initiative and asked for meaningful, developmental support, it was either delayed, denied or withdrawn with little to no

²⁷ *Id.*

²⁸ *Id.*

²⁹ *Id.*

explanation.” Employee also asserts that documentation from her Union reflects that she “repeatedly voiced these concerns to administration directly and requested appropriate support aligned with [her] IMPACT growth areas.” Employee maintains that “the absence of a responsive, actionable growth plan, the failure to honor promised coaching, and the dismissive nature of administrative responses represent a procedural failure in the implementation of IMPACT, as well as a disregard for professional responsibility to support teacher development.” To this end, Employee avers that the Agency’s decision to terminate her from service should not be sustained and she should be reinstated to service.

Governing Authority

District of Columbia Municipal Regulation (“DCMR”) 5-E DCMR §§1306.1, and 1306.4-5 gives the Superintendent authority to set procedures for evaluating Agency’s employees. The above-referenced DCMR sections provide that each employee shall be evaluated each semester by an appropriate supervisor and rated annually prior to the end of the year, based on procedures established by the Superintendent. 5-E DCMR 1401 provides in pertinent part as follows:

1401.1: Adverse action shall be taken for grounds that will promote the efficiency and discipline of the service and shall not be arbitrary or capricious.

1401.2: For purposes of this section, “just cause for adverse action” may include, but is not necessarily limited to, one (1) or more of the following grounds:

(c) Incompetence, including either inability or failure to perform satisfactorily the duties of the position of employment.

Furthermore, the D.C. Code § 1-616.52(d) states, in pertinent part:

Any system of grievance resolution or review of adverse actions negotiated between the District and a labor organization shall take precedence over the procedures of this subchapter for employees in a bargaining unit represented by a labor organization.

The 109th Congress of the United States enacted the 2005 District of Columbia Omnibus Authorization Act, PL 109-356, which states in part:

Notwithstanding any other provision of law, rule, or regulation, during fiscal year 2006 and each succeeding fiscal year, the evaluation process and instruments for evaluation of District of Columbia Public School employees shall be a non-negotiable item for collective bargaining purposes. D.C. Code § 1-617.18.

Accordingly, Agency was granted the authority to develop its own evaluation process and tool for evaluating Agency employees and exercised this management prerogative when it created the IMPACT evaluation system. As a result, in consideration and review of this matter, I will address

whether Agency followed the procedures it developed in evaluating its employee; and whether Agency's termination of Employee pursuant to her IMPACT rating was supported by just cause.

The IMPACT Process

IMPACT was the performance evaluation system utilized by DCPS to evaluate its employees during 2022-2023, 2023-2024, and the 2024-2025 school year. According to the record, Agency conducts annual performance evaluations for all its employees through IMPACT and Agency utilized IMPACT as its evaluation system for all school-based employees.³⁰ Employee's position as a Teacher was categorized in Group 2b for the IMPACT ratings for all the applicable school years. The components considered for Group 2b are:

1. Essential Practices (EP): This is a measure of the instructional expertise and made up 65% of the total IMPACT score.
2. Teacher-Assessed Student Achievement Data (TAS): This is a measure of your students' learning over the course of the year, as evidenced by rigorous assessments other than the PARCC and made up 15% of the total IMPACT score.
3. Student Surveys of Practice (SSP): This is a measure of the students' evaluation of their teacher. Students in grades 3 and up take a survey once a year and rank the extent to which they agree with certain statements about their teacher's performance. This component makes up 10% of the IMPACT score.
4. Commitment to the School Community: This measure of extent to which the Educational Aide supports and collaborates with the school community. This component makes up 10% of the IMPACT score.
5. Core Professionalism: This is a measure of four basic professional requirements for all school-based personnel. This component is scored differently from others, which is why it is not represented in the pie chart.

School-based personnel assessed through IMPACT ultimately received a final IMPACT score at the end of the school year of either³¹:

- 1) Ineffective = 100-199 points (immediate separation from school);
- 2) Minimally Effective = 200-249 points (given access to additional professional development - Individuals who receive a rating of 'Minimally Effective' for two (2) consecutive years are subject to separation from the school system);
- 3) Developing = 250-299 points (Individuals who receive a rating of 'Developing' for three (3) consecutive years are subject to separation from the school system);
- 4) Effective = 300-349 points; and
- 5) Highly Effective = 350-400 points.

³⁰ Agency's Brief, *supra*.

³¹ See. Agency's Brief at Tabs 3-6 (November 6, 2025); and Employee's Petition for Appeal at Attachments (August 1, 2025). Employee's final ratings were: SY'2022-2023: 289; SY'2023-2024: 222; SY' 2024-2025: 219. Based on the IMPACT scoring rubric, Employee received a Developing rating, followed by two (2) Minimally Effective ratings for the aforementioned school years.

The IMPACT process also provides that employees are entitled to a conference with the administrator as part of each assessment cycle. It further notes that if the administrator makes at least two (2) attempts to schedule a conference with the employee prior to the Cycle deadline and the employee is unable to meet or is unresponsive, the assessment will be valid without the conference. Valid attempt methods include, but are not limited to, phone calls, text messages, emails, notes in your school inbox, and/or in-person conversations.

ANALYSIS³²

In the instant matter, Employee was separated from service following an IMPACT score of Minimally Effective for the 2024-2025 school year, a Minimally Effective rating for the 2023-2024 school year and a Developing rating for the 2022-2023 school year. Agency avers that Employee was provided notice regarding IMPACT and that a decline in performance could result in her separation from DCPS. Agency avers that it followed all the required procedures in its administration of the IMPACT process and that separation was warranted given Employee's decline in performance. Agency further contends that Employee's claims that she was not provided coaching or instructional support to be unsupported by the record. Agency maintains that the school administration provided Employee with an "abundance of support" both from the Principal and the Assistant Principal. Agency also cites that Employee was a part of the LEAP group lead by Instructional Coach Susannah Schantz who "offered Employee copious amounts of support both inside the group and individually." Ms. Schantz submitted an affidavit which noted her meetings with Employee, the support offered and noted that she supported Employee during all three (3) school years.

Employee avers that she was improperly terminated. She argues that she was not provided with sufficient and consistent support to help improve her performance and professional growth. Employee avers that any support or feedback that was provided was vague and inconsistent. She avers that she sought "targeted" support and made requests for instructional coaching that was not provided. Employee asserts that the administration's actions do not reflect the developmental purpose of the IMPACT process and as such, she contends that the IMPACT procedure was not appropriately followed in her evaluative process. Employee also avers that other measures of her student's success were not appropriately considered in review of her IMPACT scores.

IMPACT scores are set forth through a rubric designed for the different groups established within the system. However, Agency is given great discretion in establishing its scoring and policies for its implementation of IMPACT.³³ The record reflects that Employee was a Teacher at Harriet Tubman Elementary School for the 2022-2023, 2023-2024, and 2024-2025 school years. Further, the record reflects that she was evaluated in Group 2b for the IMPACT evaluations and conferences. The record also reflects that Employee received the two (2) cycle assessments during each of the relevant school years.³⁴ During the first year that Employee was rated (2022-2023 school year), she received a 'Developing' rating. Employee received notice in a letter dated July 1, 2023, that a decline in ratings

³² Although I may not discuss every aspect of the evidence in the analysis of this case, I have carefully considered the entire record. See. *Antelope Coal Co./Rio Tino Energy America v. Goodin*, 743 F.3d 1331, 1350 (10th Cir. 2014) (citing *Clifton v. Chater*, 79 F.3d 1007, 1009-10 (10th Cir. 1996)) ("The record must demonstrate that the ALJ considered all of the evidence, but an ALJ is not required to discuss every piece of evidence").

³³ *Shaibu v D.C. Public Schools*, Case No. 2012 CA 003606 P (January 29, 2013). The Court held that principals enjoy near total discretion in ranking their teachers when implementing performance evaluations.

³⁴ During the 2022-2023 school year, Employee was evaluated in Cycles 1 and 3. During the 2023-2024 and 2024-2025 school years, Employee was evaluated in Cycles 1 and 2.

could lead to separation. The following school year (2023-2024), Employee's rating declined and she was rated as "Minimally Effective." In a letter dated July 1, 2024, Employee was notified of her Minimally Effective rating and that she would be subject to separation, but that an exemption was provided for her to return for the following 2024-2025 school year. However, that letter noted that Employee must receive an IMPACT rating of Effective or Highly Effective, or she would be separated from service.³⁵ On July 1, 2025, Employee received a notice that her IMPACT rating for the 2024-2025 school year was again rated as "Minimally Effective" and as a result, she would be separated from DCPS.

In review of the record, the undersigned finds that Agency's administration of the IMPACT process for all three (3) school years was done in accordance with the guidelines and requirements of the IMPACT process. Further, the undersigned finds that Employee was evaluated for two (2) cycles in each school year and she received the requisite conferences. While Employee avers that she was not provided with adequate support or instructional coaching, the undersigned finds that the record indicates otherwise. The record reflects comments and feedback related to Employee's performance and notes areas for improvement. That noted, Employee does not dispute the IMPACT ratings in and of themselves, but rather cites that insufficient, vague and/or the lack of professional support resulted in her IMPACT scores. In this view, Employee avers that the comments and evaluations of the Principal and Assistant Principal did not align with the purpose of the IMPACT process for professional development. Further Employee averred that the evaluators failed to give due considerations of other measures of her student's success in their evaluation of her performance.

This Office has held, consistent with the rulings made by the D.C. Superior Court in *Shaibu v. District of Columbia Public Schools*³⁶, that "substantial evidence for a positive evaluation does not establish a lack of substantial evidence for a negative evaluation." Further, the Court cited that, "it would not be enough for [Employee] to proffer to OEA evidence that did not conflict with the factual basis of the [Principal's] evaluation but that would support a better overall evaluation."³⁷ The court further noted that if the factual basis of the "Principal's evaluation were true, the evaluation was supported by substantial evidence." Additionally, it highlighted that "principals enjoy near total discretion in ranking their teachers"³⁸ when implementing performance evaluations." Here, I find that there is substantial evidence in the record to support the evaluations and the subsequent scores in the administration of the IMPACT process. While Employee does not agree, consistent with the findings in *Shaibu*, I find that the record supports "just cause" for her separation from service due to her "Developing" and "Minimally Effective" IMPACT scores. I also find that Employee was provided sufficient notice that she could be subject to separation for her IMPACT scores, in the IMPACT guidebook for each year, and the final IMPACT notification letters she received for each year of her IMPACT evaluations in the applicable school years.

Further, this Office has consistently held that the primary responsibility for managing and disciplining Agency's work force is a matter entrusted to the Agency, not to OEA.³⁹ As performance

³⁵ Agency Brief at Tab 4.

³⁶ Case No. 2012 CA 003606 P (January 29, 2013).

³⁷ *Id.* at 6.

³⁸ *Id.* Citing *Washington Teachers' Union, Local # 6 v. Board of Education*, 109 F.3d 774, 780 (D.C. Cir. 1997).

³⁹ See. *Mavins v. District Department of Transportation*, OEA Matter No. 1601-0202-09, *Opinion and Order on Petition for Review* (March 19, 2013); *Mills v. District Department of Public Works*, OEA Matter No. 1601-0009-09, *Opinion and Order on Petition for Review* (December 12, 2011); *Washington Teachers' Union Local No. 6, American Federation of Teachers, AFL-CIO v. Board of Education of the District of Columbia*, 109 F.3d 774 (D.C.

evaluations are “subjective and individualized in nature,”⁴⁰ this Office will not substitute its judgment for that of an agency; rather, this Office limits its review to determining if “managerial discretion has been legitimately invoked and properly exercised.”⁴¹ As a result, I find that Agency has shown it followed the IMPACT process as required. Accordingly, I find that Agency’s decision to separate Employee from service due to her IMPACT scores should be sustained.

ORDER

Based on the foregoing, it is **ORDERED** that Agency’s action of terminating Employee from service pursuant to IMPACT is hereby **UPHELD**.

FOR THE OFFICE:

/s/ Michelle R. Harris

Michelle R. Harris

Senior Administrative Judge

Cir. 1997); *see also* *Huntley v. Metropolitan Police Department*, OEA Matter No. 1601-0111-91, *Opinion and Order on Petition for Review* (March 18, 1994); and *Hutchinson v. District of Columbia Fire Department*, OEA Matter No. 1601-0119-90, *Opinion and Order on Petition for Review* (July 2, 1994).

⁴⁰*See also*. *American Federation of Government Employees, AFL-CIO v. Office of Personnel Management*, 821 F.2d 761, 765 (D.C. Cir. 1987) (noting that the federal government has long employed the use of subjective performance evaluations to help make RIF decisions).

⁴¹ *See. Stokes v. District of Columbia*, 502 A.2d 1006, 1009 (D.C. 1985).