

2018-2019
RATIFICATION INFORMATION
PLEASE POST IMMEDIATELY

**SCHOOL DISTRICT OF
CLAY COUNTY**

2018-2020



MASTER CONTRACT
WITH
CLAY COUNTY EDUCATION ASSOCIATION

2018-2019 RATIFICATION INFORMATION

2018-2020 CCEA MASTER CONTRACT

Article		Language Changes
Article VII	Planning/Preparation and Conference Time	Language states activities directors at the junior high schools shall have two (2) planning periods per day during student contact time. Provides for two additional planning days for teachers identified as Inclusion teachers with 15 or more contact students.
Article XIII	Reduction in Force, Recall Procedures and Involuntary Transfers	Added language that RIF procedures would be based on employees with a final evaluation which includes student performance measures. Provided language which stated conditions by which a teacher of a self-contained unit may move with the unit prior to a RIF.
Article XXII	Insurance	Board increased its insurance contribution to \$301.95 per pay period. This is an increased contribution of \$869.20 per employee per year for health insurance.
Clay Assessment System		CAS language stated that annual contract teachers will be formally evaluated one (1) time each year. A pre-observation conference may be required in order to provide context into the lesson and the setting in which the lesson is occurring.
Article XXVIII	Compensation	During the 2017-2018 negotiation cycle a two year agreement on compensation was signed in which the parties agreed to a salary increase of \$1,000 for PSC/CC teachers in accordance with the established pay for Performance formula for the 2018-2019 School year.
Signature Sheet		Bargaining team members' signatures on June 21, 2018, indicate final tentative agreement and recommendation for ratification by the School Board and CCEA.

Please review language posted at your work site. Both CCEA and the District's team recommend ratification of these amendments.

ARTICLE VII
PLANNING/PREPARATION AND CONFERENCE TIME

- A. For the purposes of this article, planning time refers to the time available to teachers as during the student day and shall be teacher-directed for the purpose of instructional planning. Teacher planning time, during the instructional day, will be given the highest priority and conferences will be held to a minimum during the student day.
- B. The Board recognizes the value and importance of providing planning/preparation and conference time for quality instruction. The Board and the Association also recognize the value and importance of ensuring student safety. Therefore, the Board and the Association agree to the equitable assignment of professional duties to ensure student safety during this planning, preparation and conference time as referenced in Article VIII, Professional Duties. The Administration and the Association will work together to minimize encroachment upon planning, preparation and conference time.
- C. 1. High school, middle school, and junior high school teachers shall have planning time each day equivalent to one (1) class period during student contact time. Activities directors at the junior high schools shall have two (2) planning periods per day during student contact time. This time is in addition to the thirty (30) minutes allotted for lunch. For the purpose of this section, supervised study periods will be considered part of the instructional and supervisory load and will not be considered planning or preparation/conference time. Supervisory loads of secondary classroom teachers shall not exceed five (5) class periods in a six (6) period day, or six (6) class periods in a seven (7) period day as long as there is compliance with Article XVII, Class Size.
2. A Career and Technical teacher may be scheduled as in paragraph 1 above or to teach two (2) three-hour Blocks or five (5) class periods in a six (6) period day depending on student's needs. Planning time may be assigned outside student contact time but during the work day.
3. Elementary teachers shall have a planning time each day equivalent to no less than thirty (30) consecutive minutes during student contact hours. However, if a school's resource time is 40 minutes, teacher will be guaranteed forty (40) consecutive minutes of planning. This time is in addition to the thirty (30) minutes allotted for lunch. This period may occur during the time students are in resource classes. When a teacher serves more than one school per day, planning time and duty will be scheduled at only one of the teacher's assigned schools. Any regularly scheduled deviation from the thirty (30) consecutive minutes per day of planning time during student contact hours must be collaboratively developed through consensus between teachers and administration within the school site. A consensus meeting will be held and co-lead by the building representative and the principal to develop a final schedule the faculty can support.
- D. Planning days shall be for the purpose of planning, preparation and conferencing.
- E. Teachers of students with disabilities who have been identified as an inclusion teacher with fifteen or more contact students will be provided ~~one~~ two additional planning days for the purpose of completing their requirements at their worksite on a mutually agreed upon day.

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Board Counter Proposal
Date: June 21, 2018

ARTICLE XIII
REDUCTION IN FORCE, RECALL PROCEDURES AND INVOLUNTARY TRANSFERS

I. Identification of Affected Personnel for Reduction in Force

- A. 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 most recent complete and final Clay County performance evaluations of employees within the affected program areas. Within the program areas requiring reduction the employees within the affected program areas. This will provide a more complete picture of evaluation – including student performance. 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. See Florida Statutes 1012.33(5).
- B. In the event that two (2) or more employees have equal ~~spring preliminary~~ evaluation percentages, the following additional criteria should be used to determine the order in which reductions shall proceed. If a tie is resolved at any point through the process below there is no need to continue to consider additional criteria as set forth in (a) through (b) below:
 - a. Employees who have a higher final evaluation score for the previous school year.
 - b. If a tie still exists the employee who has a higher evaluation score from the prior school year.
- C. ~~No new teacher shall be hired in Phase IV until all fully qualified PSC/CC unassigned teachers from that affected subject area or grade level have been recalled or have declined or failed to accept recall to an offered position.~~
- D. Teachers who hold Professional Service Contract or Continuing Contract will retain their rights to a job within the district provided they maintain at least an Effective rating on their performance evaluation in accordance with Florida Statute and Clay Assessment System procedures.
- E. When a reduction in the allocation of teachers in a school, subject area within a program in a school, or county-wide reduction is necessary, the Association shall be presented with the reduction list.

II. Transfers Due to Enrollment/Class Size

- A. After the school year begins and adjustments in allocations are necessary due to enrollment, transfers of teachers to other schools or cost centers may occur. Only the teachers identified by the affected subject area or grade level within the losing school or cost center will be subject to transfer. These affected teachers will be listed in their current assignment in the following order:
 - 1. Volunteers from the affected area in the school.
 - 2. Certification in the affected area.
 - 3. The most recent date of hire for continuing service in the district.

III. Special Provisions – Miscellaneous

- A. The foregoing shall not be construed in such a way as to prohibit involuntary transfers for specific reasons. The Superintendent shall not be prohibited from transferring employees when the Superintendent determines it is in the best interest of the school system. Such transfers require the Board's approval.
- B. When special talents or expertise are needed for a new position(s) to implement a new program(s), such new position(s) shall be posted in accordance with Article XII. If these

talents or expertise are not found in the present employees, the proposed plans should be made known and present employees given an opportunity to qualify for the new position(s).

- C. The Association and the Board agree that the Superintendent has the authority and the responsibility to make transfers, job restructuring and job assignments when he/she determines that such are required under the Americans with Disabilities Act.
 - D. In order to address minority under-representation among the teaching staff of a school or program, or in order to employ qualified teachers in positions that, historically, remain unfilled or are filled by out-of-field teachers, the procedures described previously may be waived to allow the employment of qualified, in-field new hires. New hires employed under these posting waivers must meet all requirements imposed on other new hires as part of the application/employment process prior to appointment by the Board and receipt of an employment contract. No other Master Contract provisions, applicable to other teachers, shall be automatically waived for employees hired under these provisions.
 - E. When self-contained ESE units are moved from one site directly to another and the student population and class designation (i.e. ASD, InD, E/BD, etc.) remains the same, the current ESE teacher(s), if PSC and certified, assigned to that self-contained unit at the losing school shall have the option to move with the unit prior to positions being posted. If the teacher(s) decline to transfer with the unit, the position shall be posted and the teacher(s) shall be subject to the RIF/Surplus language as outlined in the contract.
- IV. A. If legislative repeal of Florida Statutes impacting reduction in force and involuntary/voluntary transfers occurs, then the School Board and CCEA agree to revert to the 2010-2011 original contract language for Article XIII.
- B. If legislative changes of Florida Statutes impacting reduction in force and involuntary/voluntary transfers occur, then the School Board and CCEA agree to immediately return to the table to negotiate the impact.

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ARTICLE XXII
INSURANCE

- A. ~~Beginning on September 15, 2012,~~ The Board agrees to pay \$258.49, \$301.95 per pay period, during each pay period when premiums are deducted from employees' pay, toward the premiums for coverage for comprehensive hospital-surgical-major medical insurance and 100% of the group life insurance policy, up to a maximum of \$32.20 per year, for each full time employee contracted in at least a six-tenths (.6) allocated position or for six-tenths (.6) or more of each consecutive day for 60 days or more or for the balance of the school year. Any increase in the School Board's contribution to the insurance premium shall be effective only upon ratification of the contract. If a contract, with new premium contribution amounts, is not ratified by September 15th of each year, the previous year's School Board contribution rate will be considered the status quo until a new contract is ratified by both parties.
- B. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.
- C. 1. An insurance committee shall be formed, one third (1/3) of which will be association representation. This committee will meet at least monthly during the school year unless voted upon by the committee as unwarranted. The committee shall select the chairperson of the Insurance Committee from among its membership. Decisions of the committee shall be made by consensus. If consensus cannot be reached a majority vote of the membership will make the decision. Members are allowed to vote by signed proxy for another member of the committee. The chairperson will be empowered to vote only upon a tie vote.
2. The insurance committee shall review and recommend actions with regard but not limited to:
- Bids
 - Specifications
 - Recommendation on Invitation to Bid
 - Bid Tabulations
 - Monthly Insurance Experience Rating Reports
3. Other health related employee programs may be studied by this committee. Such health related employee benefits may include such health related coverage as may be necessary for portions of the employee assistance program, if established, which may require such coverage. Additional health related employee benefits recommended by this committee shall be at no cost to the Board unless otherwise negotiated. The purpose of this committee shall be to make recommendations to the School Board and the Association bargaining teams on matters pertaining to insurance as covered in this article.
4. The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee group insurance or health related programs.
- D. An Employee Assistance Program, when funded by the Board, will be provided for all teachers with the following provisions:
1. To assure employee confidentiality, the Employee Assistance Program will be managed by someone who is not an employee of the Clay County School Board.
 2. Costs of fitness for duty evaluations will be paid by the employer.
 3. Other costs incurred by voluntary participation will be the responsibility of the individual and may be covered by existing insurance policies.

SCHOOL DISTRICT OF CLAY COUNTY
CLAY ASSESSMENT SYSTEM

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Administrative/Teacher Handbook
(Approved for School Year 2017-2018 2018-2019)



School District of Clay County
900 Walnut Street
Green Cove Springs, Florida 32043

Superintendent of Schools
Addison G. Davis

School Board Members
Janice Kerekes
Carol Studdard
Betsy Condon
Mary Bolla
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INTRODUCTION

The Clay Assessment System is based upon the belief that the appraisal of employees should be fundamentally developmental and rewarding, both to the individual and to the organization. The appraisal system is also based upon the Florida Educator Accomplished Practices. The Clay Assessment System recognizes that the appraisal of teachers must be primarily based on the performance of students assigned to their classrooms and schools. Continuous professional development that results in improved student learning is the goal of appraisal.

The Clay County School Board and the Superintendent are committed to the goal of ensuring that the Clay Assessment System reflects the following standards and characteristics:

1. Promotes the growth and development of the individual and the continuous improvement of the organization;
2. Is fair, equitable and legally sound;
3. Has a procedure for collection, retrieval, and use of data from a variety of sources to provide feedback to the teacher and administrator;
4. Provides data for recognizing high performance through a variety of means;
5. Considers the specific conditions of the site;
6. Allocates time to collaboratively plan, coach, and counsel for higher performance;
7. Provides levels of appraisal;
8. Provides orientation on the appraisal system and skill development in implementing, observing, monitoring, coaching, and/or counseling for those involved in the system;
9. Recognizes the mission of the educational system and the role of educators in ensuring success for all students;
10. Reflects opportunities for self-direction and self-appraisal.

ASSURANCES

1. Group orientation will be held for all certified personnel outlining the assessment process.
2. Each teacher will have the benefit of an individual pre-evaluation conference with the evaluator during the first six weeks of the school year or within two weeks of employment.
3. All evaluators will be trained in appropriate evaluation techniques and the use of the proper instruments and procedures prior to their use of this assessment process.
4. All instructional personnel will be assessed annually. Annual Contract, ~~instructional personnel will be evaluated formally twice a year, once each semester; all~~ Professional Service Contract or Continuing Contract instructional personnel will be evaluated at least once each year. Probationary annual teachers will be observed and evaluated twice a year.
5. This assessment process and instruments will be monitored through annual review, by the CAS Committee, as established through collective bargaining and through approval by the School Board and the Department of Education to allow for collaboration with all key stakeholders.
6. This assessment plan will not discriminate on the basis of race, national origin, religion, marital status, sex or disability.
7. This assessment plan meets the criteria established by the Florida Legislature, is based on sound educational research, and includes the core of effective practices.
8. Assistance in improving performance will be provided and documented, when necessary, through the Professional Development Plan. This plan may include peer review and assistance.
9. Compliance with statutory requirements regarding probation for teachers will not alter administrators' responsibilities to provide support and assistance to teachers experiencing performance problems.
10. In accordance with the collective bargaining agreement (Article XXVIII.F.1.) any Professional Service Contract or Continuing Contract teacher with an overall assessment rating of Unsatisfactory for the year will not receive a pay increase the following year. An Annual Contract teacher with an Unsatisfactory evaluation will not be reappointed. Any reappointed teacher with an Effective rating for the year will be eligible for consideration for receipt of the negotiated pay raise.
11. The Master Contract grievance procedure is available to appeal evaluation procedures if a teacher believes that all required steps were not properly followed.
12. The evaluation ratings and results may only be appealed through the three-level appeals process specified in the Procedure section of this document for an unsatisfactory rating or as outlined herein for other appeals. A 90-day probationary teacher will follow the appeals process specified by law.
13. All teachers with classroom responsibilities regularly monitor and report the progress of their students as part of their professional responsibilities. Appropriate performance measures and indicators of student achievement growth will vary among teachers. When available and applicable,

standardized student achievement assessment results must be utilized as data on which, in part, the teachers' performance evaluation is based.

Instructional personnel who are not assigned classes or caseloads of students contribute, nonetheless, to student achievement. Data that supports these contributions and documents their impact on student achievement/performance may be required as part of these teachers' evaluation.

14. Annually, every parent is given the opportunity to provide input regarding teacher performance by responding to the survey(s) distributed by the School Advisory Council. Additionally, in the annual edition of each school's Student Handbook, parents are reminded of the process for providing input regarding a teacher's performance. Such input from parents is shared with the teacher and may be used as one data source for assessment ratings on the Clay Assessment System. Input from parents, provided directly to the teacher, may constitute another data source under the CAS system.

CLAY ASSESSMENT SYSTEM (CAS) PROCEDURES

In response to Florida Statutes and State Board of Education Rules, the following administrative procedures and timelines for assessing the performance of instructional personnel have been established by the School District of Clay County.

Orientation – An Overview to the CAS Process and Required Forms

By no later than six (6) weeks after the first day teachers report to school for the school year (or within two weeks after employment for a teacher hired after that six-week period), all instructional personnel will receive a copy of the Clay Assessment System. A copy will also be maintained in the media center of each school, in the supervisor's office, and the District Office. All instructional personnel will be provided orientation to the Clay Assessment System instrument to be used with them and to the procedures and forms to be used by the administrator. This will be conducted in a group setting at the beginning of the school year or individually upon hire.

All itinerant instructional personnel will be evaluated by the administrator or designated evaluator at the base school site or by the district-level supervisor to whom the teacher is assigned. All School District of Clay County assessment procedures will be followed.

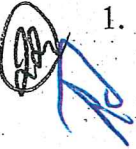
Pre-Evaluation Conference

All instructional personnel will have an individual pre-evaluation conference with the administrator or designated evaluator. This pre-evaluation conference will be held no later than six (6) weeks from the teacher's contracted date of employment each year or no later than two weeks for employees hired after the start of the school year or after a change in job assignment as applicable. Self-assessment by the teacher is encouraged to assist with discussions during pre-evaluation, post-evaluation, and final evaluation conferences. Teachers may use Pages 16-19 of this manual for self-assessment and reflection although it is not a requirement. Please see page 14 for the "Framework" to assist both evaluator and teacher with dialogue/discussion during the pre-evaluation conference.

For probationary teachers or teachers who have begun to display performance problems, the required performance objectives and plans/timeline for providing assistance to the teacher may be developed on the Professional Development Plan during the pre-evaluation conference.

Required Observations

Formal Observations

- 
1. Formal observations (one for PSC/CC/AC and two for PAC) are required as part of the assessment, and must be conducted by the administrator or designated evaluator and shall address the performance of the teacher's classroom or instructional duties.
 2. The formal observations must be conducted by the principal or official evaluator and may not be delegated should the teacher begin to display performance problems.
 3. The formal observations must be preceded by notice to the teacher at least three (3) working days before the observation.
 4. The formal observations must not be less than 30 minutes in length.

Informal Observations

For all teachers, informal observations will be conducted by the administrator or designated evaluator and may take place at any time during the assessment year. Informal documentation, if created, will be reviewed with the teacher or sent to the teacher in written form. If there are concerns noted during an informal observation, documentation will be provided to the teacher within three working days.

A. **Annual Contract (AC) Teachers**

~~At least two (2)~~ One formal observations and post-observation conferences shall be conducted each year. ~~and The first observation and conference should be held by the end of the first semester. The second should~~ shall be completed no later than May 1 unless additional time is needed to determine the final overall assessment. For a new-to-Clay-County Annual Contract or interim teacher, the first formal observation and post-observation conference shall take place during the first semester of the teacher's employment. The first observation for participants in the Teacher Induction Program must be conducted in the first 45 days.

Probationary annual teachers will be observed and evaluated twice in accordance with state statute.

B. **Professional Service Contract Teachers (PSC) or Continuing Contract (CC) Teachers**

At least one formal observation and evaluation conference shall be conducted each year.



C. **PSC Teachers or CC Teachers with Performance Problems**

Should a PSC teacher or a CC teacher begin to demonstrate a pattern of performance problems, or if a PSC teacher or a CC teacher has been placed on a mandatory PDP due to performance problems during the last three (3) years, the evaluator shall be required to conduct at least one formal observation during the year using the CAS approved observation instrument on which the administrator has been trained. These observations, as well as the entire assessment process, must be conducted by the responsible supervisor and may not be delegated.

D. **CC Teachers on Probation**

For a CC teacher placed on probation, formal observations, post-observation conferences, and the observation instruments to be used during the formal observations are the same as those described for the first-year AC teacher. However, the final decision regarding the overall rating for the year must be made by March 1.

Timelines

  **March 1:** Supervisor is required to provide to the Superintendent a recommendation regarding the teacher's reappointment for the next school year. A recommendation for reappointment may be made only if the supervisor has enough information to certify that the teacher's overall assessment rating for the year is, at least, Effective. **This rating will be written on the recommendation for reappointment.**

March 1: Deadline for a CC Teacher to receive an Overall Unsatisfactory Rating for any school year.

May 1: Deadline for submission of the statement from the evaluator to Human Resources for a teacher participating in the Teacher Induction Program. (The portfolio completion and final evaluation form for the Teacher Induction Program are due to Human Resources one week prior to the CAS evaluation deadline.) If the evaluator believes that additional time could result in the correction of the problem(s) so that the Program could be satisfactorily completed, the final certification by the evaluator may be delayed until the end of the school year.

May 1: Deadline for completing the performance assessments for teachers.

It should be noted that the end of the teacher's school year is the typical deadline for completing a teacher's annual evaluation. Extremely unusual circumstances may result in the granting of an extension waiver by the Superintendent's designee in Human Resources. If the evaluation will require an extension beyond the end of the school year, the teacher will be informed in writing, no later than March 1, that an extension is needed. It is recognized that student achievement data may be received after the school year ends and that evaluations may be revised in accordance with statute.

Professional Development Plan

A Professional Development Plan (PDP) is required for probationary teachers, identified beginning teachers, and teachers with performance deficiencies.

Professional development is the joint, ongoing responsibility of the teacher and the administrator. Plans for assistance may be initiated or added to a teacher's PDP at any time during the school year through collaboration between the teacher and the administrator. The development of or addition to the PDP may be initiated by either the teacher or the administrator. Informal observation, data gathering, feedback, and ongoing assistance should take place throughout the school year.

The identified beginning teachers are at least those who are (TIP) Teacher Induction Program (with portfolio required) and (ACP) Alternate Certification Program with a portfolio requirement. The PDP may be developed during the pre-evaluation conference or at any other time during the school year. However, if the development is due to an Unsatisfactory evaluation, performance objective and appropriate assistance must be added to the PDP within one week of the evaluation conference during which the Unsatisfactory rating was given.

- Unsatisfactory progress on the PDP by any probationary teacher shall be considered sufficient cause for removal of the probationary teacher from employment in Clay County.
- At any time during the year, when a PDP is closed out, signatures should be obtained, dates and results should be completed and a copy of the finished form should be provided to the teacher. The evaluator's copy, however, should be held until the end of the evaluation year and submitted to the district office along with copies of all other required CAS forms. All PDP's must be closed out at the end of the year. If applicable, the PDP may be initiated again in the next year.

Pre-Observation Conference

A pre-observation conference may be required in order to provide context into the lesson and the setting in which the lesson is occurring.

Post-Observation Conference

Instructional personnel shall participate in an individual post-observation conference, with the evaluating administrator, within three (3) working days of a formal, pre-announced observation. At the conference the following should occur:

1. Data gathered from the observation will be shared with the teacher.
2. Documentation of the observation will be discussed and reflected on the CAS form.
3. Data gathered from other data sources, including student assessment data, will be reviewed with the teacher.
4. If applicable, the teacher's success in meeting objectives and completing activities on the PDP shall be addressed and recorded.

Post-observation conferences may be scheduled in the teacher's classroom.

Final Evaluation Conference

Instructional personnel shall participate in an individual final evaluation conference for the year with the evaluating administrator. In many instances, the last post-observation conference for the year, described above, will also serve as the final evaluation conference. At the conference, ample time to share will be given and include the following:

1. The teacher may bring self-evaluation to the post and/or final evaluation conference along with any other documentation to allow for sufficient annual review.
2. The overall rating of the teacher's performance for the year is given.
3. Signatures of the teacher and the evaluator, along with required dates, are completed, and copies are given to the teacher at the meeting, if requested.
4. The PDP is completed and signed, if applicable.

A copy of each form will be given to the teacher, if requested. ~~A copy will be retained by the administrator, and~~



~~the original will be forwarded to the Human Resources Division, along with the originals of all PDP forms closed out during the school year.~~ The Evaluation Instrument and support documents will be maintained on the district electronic platform.

Out-of-Field Teachers

Evaluations for out-of-field teachers should be conducted in the same manner as described herein. However, the evaluator will not expect the same level of subject matter knowledge on the part of the out-of-field teacher as with a teacher who is fully certified.

Probation

A. New Hires, including Interim Teachers

The first Annual Contract with the district shall be probationary. The first formal observation and post-observation conference shall take place during the first semester of employment. The School District of Clay County may accept the teacher's resignation without such action being considered a breach of contract or terminate the teacher's employment without cause prior to the end of the first initial Annual Contract.

B. Professional Service Contract (PSC) Teachers

A PSC teacher whose performance is found to be unsatisfactory at any time during the school year shall be placed on a 90 calendar day (exclusive of school holidays and school vacation periods) probationary period and shall be required to submit performance objectives on the PDP as part of his/her evaluation. The performance objectives shall be initiated within one week after the formal evaluation conference at which the unsatisfactory evaluation was determined. The PDP will be reviewed periodically but not less than once each four (4) week period until the performance objectives are completed or the 90 calendar days have ended. Recommendations and the final decision regarding the teacher's continued employment are made after the 90 calendar days have ended.

C. Continuing Contract (CC) Teachers

A CC teacher with an unsatisfactory evaluation shall be placed on probation to begin the next school year. For the probationary CC teacher, the evaluation periods shall coincide with first year AC evaluation periods, and observations and assessment forms shall be completed accordingly. Progress in improving student achievement during the year of probation must be measured by other than state or district assessments unless such test results can be available prior to March 1 of the probationary year. The CC teacher on probation will be required to submit performance objectives on a PDP as part of the evaluation. The PDP performance objectives will be initiated within one week after the post-observation/evaluation conference at which the unsatisfactory evaluation was determined. The PDP will be reviewed periodically but not less than once each six (6) week period until the plan is completed.

Should the performance of the CC teacher on probation not meet expectations by the end of the first evaluation period following the unsatisfactory evaluation (i.e. by the end of the first semester or by May 1), a decision shall be made whether to extend the probationary period or take such action as determined appropriate by the Superintendent. Should the probationary period be extended, a review shall be made by the Superintendent at the end of each evaluation period thereafter to determine the appropriate action to be taken.

Peer Review and Assistance – for Teachers Experiencing Performance Problems

Clay County's Support Team of teachers is available to provide assistance to the teacher and the evaluator, upon request. The Support Team is made up of successful, experienced teachers who serve as peer teachers (CET trained) for beginning teachers and are trained in observing the teaching process and in providing support for the completion of requirements for the beginning teacher. A list is available through the Human Resources Division of approved peer teachers who may serve as members of a Support Team for peer review or assistance. Additionally, district-level specialists, district SPRINT teachers who work jointly with pre-service training at the University of North Florida and with on-the-job beginning teachers, and others are available at the request of the administrator and/or teacher for peer review and assistance.

When a teacher is required to help develop a PDP in order to address performance problems or as part of his/her probation, the assistance of support team members may be arranged directly by the administrator. The selection of the SPRINT teacher, district-level Specialist, Peer Teacher, Directing Teacher or other Support Team member should be made based on the training, skills, certification area and experience of the available members. Such assistance should be documented on the PDP.

NOTE: If no teacher certified in the same area as the teacher needing/requesting assistance is available through the currently-approved support team, a teacher who is not on the support team list but is certified in the appropriate area and is recommended by his/her principal may be asked to assist.

Appeals Process

Disagreements – Process and Procedure for Unsatisfactory Rating

A teacher may attach a written reply to the CAS Assessment form if he/she is in disagreement with the evaluator's observations and/or evaluation. This written response must be submitted to the evaluator no later than one week after the final evaluation conference. A copy of the response will be appended to each copy of the Assessment.

In cases where disagreements regarding unsatisfactory evaluations by supervisors cannot be resolved by the following procedures, including the PDP process and the additional observation, the employee may then appeal the overall Unsatisfactory rating through the following process:

Level I: Within three days of the final evaluation conference, the teacher shall request a separate observation by an administrator outside the site.

Level II: Within ten (10) working days of the separate post-observation conference conducted by an administrator outside the site during which the evaluation rating was given, the teacher requests a joint meeting with the administrator and the district office supervisor, if applicable, in an effort to resolve the disagreement satisfactorily. The meeting must take place within five (5) working days of receipt of the written request from the teacher. Documentation of performance must be provided by the administrator/evaluator. The decision resulting from this meeting must be provided within three (3) working days of the meeting.

Level III: Within ten (10) working days of the decision at Level I, the teacher requests a joint meeting with the administrator/evaluator and a committee designated by the Superintendent. The committee should include five (5) people and be comprised of the following: two (2) teachers in the same subject area as the appellant; the teacher's principal; one school-based administrator outside the site, and one (1) district level administrator (other than the Level III administrator). The chairman shall be the district-level administrator. The committee will meet within ten (10) working days of receipt of the teacher's request and will review the assessment materials and all information produced at the Level I appeal and will interview those individuals they may deem necessary for reaching a decision. The decision must be rendered within five (5) workings days of the meeting.

Level IV: Should the teacher not be satisfied with the results of the Level II appeal, he/she may appeal the decision to the Assistant Superintendent for Human Resources. Such appeal must be placed in writing by the teacher within ten (10) working days of the Level II decision and must cite the specific rationale for the appeal. The Assistant Superintendent for Human Resources will review the assessment materials and all information produced at the Level II appeal and will interview those individuals he/she may deem necessary for reaching a decision. His/her decision must be rendered within five (5) days of receipt of the teacher's appeal.

Special Note:

If, following the statutory 90 calendar day probationary period for an unsatisfactory rating, the teacher wishes to contest the Superintendent's decision regarding the teacher's continued employment, the appeal procedures specified in the applicable Florida statute shall be followed. The teacher shall receive written notice of the appeal process at the time he/she is placed on the 90-day probation.

Disagreements – Process and Procedure for Disagreements With Rating Other Than Unsatisfactory

Level I: Within ten (10) working days of the final evaluation conference during which the evaluation rating was given, the teacher requests a joint meeting with the administrator and the district office supervisor, if applicable, in an effort to resolve the disagreement satisfactorily. The meeting must take place within five (5) working days of receipt of the written request from the teacher. Documentation of performance must be provided by the administrator/evaluator. The decision resulting from this meeting must be provided within three (3) working days of the meeting.

Level II: Should the teacher not be satisfied with the results of the Level I appeal, he/she may appeal the decision to the Assistant Superintendent for Human Resources or the Superintendent's designee. Such appeal must be placed in writing by the teacher within ten (10) working days of the Level I decision and must cite the specific rationale for the appeal. The Assistant Superintendent for Human Resources will review the assessment materials and all information produced at the Level I appeal and will interview those individuals he/she may deem necessary for reaching a decision. His/her decision must be rendered within five (5) days of receipt of the teacher's appeal.

Miscellaneous

In extenuating circumstances (such as extended illness) when a timeline cannot be met by the teacher, administrator or designated evaluator, a written request for a waiver may be sent to the Human Resources Division. The CAS procedures should then be completed by a mutually agreed upon time by those involved in the procedure.

All instructional personnel assessment files shall be held as confidential for a period of one fiscal year after the year of evaluation. Thereafter, such evaluation shall become public record.

NOTE: Refer to the following governing Statutes and Policies

- **CLAY COUNTY SCHOOL BOARD POLICY**
6GX-10-2.26, Evaluations

- **FLORIDA STATUTES**
1012.23, School District Personnel Policies
1012.34, Assessment Procedures and Criteria
1012.52, Teacher Quality, Legislative Findings

- **STATE BOARD OF EDUCATION ADMINISTRATIVE RULES**
Chapter 6A-5.065, The Educator Accomplished Practices
Chapter 6B-5, Standards of Competent Professional Performance

CLAY ASSESSMENT SYSTEM (CAS) PROCEDURES

PROCEDURE	TIMELINE
CAS Manual given to all instructional personnel	No later than 6 weeks after teachers report or within 2 weeks after employment.
Orientation to Clay Assessment System	No later than 6 weeks after teachers report or within 2 weeks after employment
Pre-evaluation conference	No later than 6 weeks after teachers report or within 2 weeks after employment
PDP developed for probationary teachers with performance problems and after Unsatisfactory evaluation.	PDP may be initiated at pre-evaluation conference or at any time during year. If after an Unsatisfactory evaluation, initiation of PDP must be within 1 week of final evaluation conference. PDP's must be reviewed every 4 or 6 weeks depending on contract status. Frequent review towards progress is recommended.
Notice of formal observation	3 working days before observation
<p>2 <u>1</u> formal observations- required, (30 minutes minimum) for A/C or one formal observation required (30 minutes minimum) for PSC or CC.</p> <p><u>2 formal observations and evaluations for PAC:</u></p>	<p>By end of the first semester and May 1:</p> <ul style="list-style-type: none"> a. For new hires: within first 45 days of employment b. Teacher Induction Program participants must be observed in the first 45 days of employment <p>March 1: Performance Appraisals due with Reappointment Printout and deadline for CC to be rated Unsatisfactory</p> <p>May 1: Deadline for all other evaluations and reappointment recommendations unless extended to end of year due to extenuating circumstances</p>
Post-observation conference	Within 3 working days after each formal observation
Final evaluation conference which includes final overall assessment	Prior to March 1 in most cases
Deadline for teacher request for additional observation	Must be submitted to evaluator within three working days of final evaluation conference
Deadline for teacher to attach written reply to CAS forms	Written reply must be submitted by the end of the academic year.
Deadline for initiating appeal of overall Unsatisfactory rating	Within 10 working days of conference in which rating was given

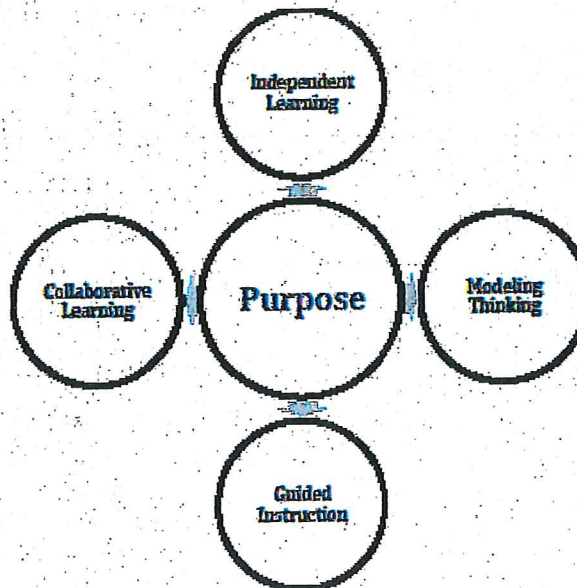
pre-observation

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School District of Clay County
 Framework for Intentional and Targeted Teaching

Establish Purpose	Focuses on student learning rather than a task activity or assignment. It must be interesting and relevant.
Modeling Thinking	Using "I statements" to explain thinking while demonstrating the task or strategy. Teacher may alert learners about errors to avoid, or show them how to apply new thinking.
Guided Instruction	Teacher questions, prompts, cues students, facilitates. Only if those don't work, go to direct explanation.
Collaborative Learning	Students consolidate their understanding of the content and explore opportunities to problem solve, discuss, and negotiate thinking through productive tasks with their peers.
Independent Learning	Addresses the most important goal of good instruction-provide students with practice in applying skills and information in new ways independently.

****It is important to understand that this framework is not linear. Teachers and Students move back and forth among each of the components as they master skills, strategies, and learning standards.
 (Adapted from Fisher, D. 2014)**



**Teacher Observation Rubric
Teaching and Learning**

Name: _____

Evaluator: _____

Date: _____

Time/Period: _____

Focus: Teachers engage students in their learning through instructional strategies that ensure achievement of learning expectations.

<p>Highly Effective</p>	<p>Teachers are consistent and deliberate in planning and using instructional strategies that require student collaboration, self-reflection and development of critical thinking skills. Teachers consistently use student work and other authentic assessments to personalize instructional strategies and interventions to address individual learning needs of each student. Teachers consistently use instructional strategies that require students to apply knowledge and skills, integrate content and skills with other disciplines and use technologies as instructional resources and learning tools.</p>
<p>Effective</p>	<p>Teachers plan and use instructional strategies that require student collaboration, self-reflection and development of critical thinking skills. Teachers occasionally use student work and other authentic assessments to personalize instructional strategies and interventions to address individual learning needs of students when necessary. Teachers use instructional strategies that require students to apply knowledge and skills, integrate content and skills with other disciplines and use technologies as instructional resources and learning tools.</p>
<p>Needs Improvement</p>	<p>Teachers sometimes use instructional strategies that require student collaboration, self-reflection and development of critical thinking skills. Teachers only use data from tests and quizzes to personalize instructional strategies and interventions to address individual learning needs of groups of students when necessary. Teachers sometimes use instructional strategies that require students to apply knowledge and skills, integrate content and skills with other disciplines and use technologies as instructional resources and learning tools.</p>
<p>Unsatisfactory</p>	<p>Teachers rarely or never use instructional strategies that require student collaboration, self-reflection and development of critical thinking skills. Teachers seldom or never personalize instructional strategies using informal assessment data. Teachers rarely or never use instructional strategies that require students to apply knowledge and skills, integrate content and skills with other disciplines and use technologies as instructional resources and learning tools.</p>
<p>Comments:</p>	

**SCHOOL DISTRICT OF CLAY COUNTY
INSTRUCTIONAL PERFORMANCE APPRAISAL**

Teacher:	S.S.#: *****XXX	Job Title: <u>2018-2019</u>
School/Department: 9040 -Information Technology & Services	Contract Type:	School Year: 2016-2017
Evaluator's Name/Title:		Cost Center: <u>9040 -Information Technology & Services</u>

I. PRE-EVALUATION Statement: I understand that this instrument shall be used in evaluating my performance in accordance with the job description and School Board Policy. The evaluation policies and procedures are located in the Clay Assessment System, CCEA Master Contract and Board Policy.

Employee's Signature: --	Date:
Evaluator's Signature: --	Date:

II. PROFESSIONAL DEVELOPMENT PLAN (Signatures Required)

A Professional Development Plan is required for this employee: (If Yes, Please Attach)

Employee's Signature: --	Evaluator's Signature: --	Date:
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PROFESSIONAL MEMBERSHIP AND ADDITIONAL VOLUNTARY RESPONSIBILITY CHECKLIST

Place a check if applicable:

Active School Advisory Council, school-wide leadership committee, or district-wide leadership committee member or chairperson	
Active member of a professional organization	
Professional Development presenter	
Directing Teacher or Volunteer Mentor Teacher	
Sponsors an unpaid extra-curricular activity outside of the established work day	
Volunteer for athletic, academic, or cultural program or activity	
Holds advanced degree (Master's or higher), licensure (Speech License through the State of Florida Department of Health), or certificate (NBPTS Certification), etc.	
Participates in subject-related or job-specific professional development	

FLORIDA EDUCATOR ACCOMPLISHED PRACTICES (50 % OF Evaluation)

3	= Highly Effective	The skill or practice is consistently demonstrated in an exemplary fashion. Success, through positive student learning outcomes, is explicitly achieved as manifested in the classroom.
2	= Effective	The skill or practice is demonstrated satisfactorily. The skill or practice is shown to be present on a frequent basis. While lapses may occur naturally, on average the skill or practice occurs on a frequent basis.
1	= Developing/Needs Improvement	The skill or practice is demonstrated inadequately. Although present, consistent weakness in this area is evident and needs improvement and/or development.
0	= Unsatisfactory	The skill or practice is not evident in practice.
N/A	= Not Applicable	Special Instructions: If any indicator is not applicable, a corresponding job specific indicator is required.

III. FLORIDA EDUCATOR ACCOMPLISHED PRACTICES (50% of Evaluation)

A. Quality of Instruction	Indicators	Rating
	1. Models and promotes the importance of learning and academic achievement to all students.	
	2. Plans and designs engaging, challenging, and relevant lessons to achieve student mastery based on state-adopted standards appropriate to the level of rigor.	
	3. Uses diagnostic student data from formative assessments to develop differentiated instruction and strategies to monitor student learning based on individual student needs.	
	4. Develops learning experiences utilizing a variety of instructional strategies and resources, including appropriate technology, that require students to demonstrate a variety of relevant skills and competencies.	
	5. Appropriately sequences lessons and concepts to ensure coherence and required prior knowledge.	
	6. Uses higher-order questioning techniques.	
	7. Respects and demonstrates sensitivity to students' cultural and family background by demonstrating behaviors that are consistent with fairness and equity.	
	8. Utilizes feedback to monitor instructional needs.	
	9. Job-Specific Indicator:	

Possible Points: 24 Total Points Earned:

B. Knowledge Of Subject Matter	Indicators	Rating
	1. Demonstrates deep and comprehensive knowledge of the subject taught.	
	2. Designs and modifies instruction to deepen students' understanding of content area and advance student learning while addressing preconceptions or misconceptions.	
	3. Selects, sequences, and modifies engaging, relevant, standards-based content, and then designs and teaches lessons that are relevant to individual students' learning needs.	
	4. Relates and integrates the subject matter with other disciplines during instruction.	
	5. Job-Specific Indicator:	

Possible Points: 12 Total Points Earned:

C. Continuous Professional Improvement FEAPS 5	Indicators	Rating
	1. Engages in targeted professional growth opportunities and reflective practices while designing and implementing purposeful professional goals to strengthen the effectiveness of instruction, based upon the needs of students.	
	2. Examines and uses a variety of data to improve instruction and student achievement.	
	3. Job-Specific Indicator:	

Possible Points: 6 Total Points Earned:

D. Learning Environment FEAPS 2	Indicators	Rating
	1. Creates a safe, organized, flexible, inclusive, collaborative, student-centered learning environment that maintains an atmosphere of respect for all areas of diversity	
	2. Organizes, allocates, and manages the resources of time, space, appropriate technology, and instructional strategies to engage students in relevant learning actively and equitably	
	3. Engages students in learning through a climate of openness, inquiry, and support to accommodate the differing needs and diversity of students	
	4. Job-Specific Indicator:	
Possible Points: 9		Total Points Earned:

E. Communication	Indicators	Rating
	1. Conveys high expectations and provides immediate and specific feedback to students to promote student achievement.	
	2. Models and teaches clear, acceptable oral and written communication skills to include current and available technologies.	
	3. Fosters two-way home/school communication with stakeholders to support student learning.	
	4. Solicits and considers parental and/or student input and uses it to inform instruction.	
	5. Job-Specific Indicator:	
Possible Points: 12		Total Points Earned:

F. Professional Responsibility And Ethical Conduct FEAPS 6	Indicators	Rating
	1. Maintains appropriate records and adheres to deadlines.	
	2. Adheres to the Code of Ethics and Principles of Professional Conduct of the Education Profession of Florida and all school/district policies	
	3. Job-Specific Indicator:	
Possible Points: 6		Total Points Earned:

IV. STUDENT PERFORMANCE (50 % OF Evaluation)

A. Assessment FEAPS 4	Indicators	Rating
	1. Analyzes and uses data from multiple assessments and measures to diagnose students' learning needs, modifies instruction based on those needs, and uses it to drive the learning process	
	2. Designs and aligns progress monitoring assessments that match learning objectives that lead to mastery	
	3. Uses a variety of assessment tools to monitor student progress, achievement and learning gains	
	4. Modifies assessments and testing conditions to accommodate learning styles and varying levels of knowledge	
	5. Shares the importance and outcomes of student assessment data with the student and the student's parent/caregiver(s)	
	6. Employs technology to organize and integrate assessment information	

7. Job-Specific Indicator:	
Possible Points: 18	Total Points Earned:

B. Student Performance	Indicators	Rating
	1. Uses classroom and school data from the School Improvement Plan to set a learning growth target/goal	
	2. ***Has specific, measurable evidence as defined by the state adopted measure of student growth, appropriate to subject matter taught, to show progress towards or attainment of goal(s) for student improvement	
	3. Participates in professional development to enhance and improve student performance	
	4. Designs and implements strategies to show progress towards or attainment of goal(s) for student improvement (i.e., portfolio/student profiles)	
	5. Reflects on goal-setting process and outcomes for the purpose of continuous professional improvement and shares student improvement information as appropriate with student, parent/caregiver(s), department/team, administration, etc.	
	6. Job-Specific Indicator:	

Possible Points: 12	Total Points Earned:
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V. Conferences: (Initials Required)

Date				Employee Initials	Supervisor Initials	Comments
Date	Employee Initials	Supervisor Initials	Comments			

VI: OVERALL PERFORMANCE RATING FOR EMPLOYEE

Final Rating: 100-85% = Highly Effective, 84-60% Effective, 59-50% Developing / Needs Improvement, 49-0% Unsatisfactory

VII: Final Conference

Evaluator's Signature: --	Date:
Supervisor's Initials: --	Date: (Not required if supervisor conducted the evaluation.)
Employee's Signature: --	Date:

**My signature does not necessarily imply agreement with this evaluation. It does indicate an acknowledgement that the evaluation did take place as indicated. I also understand that I may submit a written reaction to this evaluation no later than the end of the academic year.

Employee to sign below only during appeal process and when an additional observation is required with an administrator outside the school site. Request must be made within three working days of final conference.

Signature: --

CLAY COUNTY SCHOOL BOARD
Professional Development Plan

Name: _____ School: _____ Position: _____
 Check One: _____ Circle One:
 Grade/Subject: _____ School Year: _____ Voluntary Required In / Out-of-Field
 Competency/Other areas to address: (1) _____

Date Initiated: _____ Principal's Signature: _____ Teacher's Signature: _____

Objectives/CAS Competencies (2)	Implementation (Activities/Strategies) Indicate who is responsible (3)	Projected Activity (completion date) (4)	Activity Results (Initial/Date) (5)

(6) Monitoring Dates: _____ _____ _____ _____ _____ _____

(7) Was the objective mastered (i.e. Application/implementation in classroom)? Yes No

Based on what evidence: _____

Signature/Date PDP Closed Out: _____

Principal's Signature

Date

Teacher's Signature

Date

Note: Attach discussion instrument (see Distribution in Instructions section). Attach to assessment forms only if PDP is required. See instructions on reverse side.

INSTRUCTIONS
PROFESSIONAL DEVELOPMENT PLAN (PDP) COMPLETION

Numbers correspond to numbers on PDP Form

- (1) Note competencies from the applicable CAS Performance Appraisal instrument that are being addressed by this PDP.
- (2) Specific, measurable objectives should be written in this column and developed collaboratively with the teacher. The objectives should clearly relate to the CAS competencies focused on by the PDP.
- (3) Activities and strategies designed to result in mastery of the objective noted in Column 2 are listed here. There should be a clear relationship between the activity or assistance listed and the objective to be accomplished. Each activity, strategy, assistance noted should include who is responsible for its initiation or completion. For example: "Mrs. A (Principal) will arrange for observation and consultation by the SPRINT teacher," or "Mrs. B (teacher) will check out materials recommended by SPRINT teacher."
- (4) Note the projected date by which each activity or strategy will be completed.
- (5) For each activity, note specific results and outcomes. Be certain to date and initial each entry since results may be noted on any of the PDP monitoring dates.
- (6) Note date each time the PDP is reviewed. PDP must be reviewed at least once each 6 weeks.
- (7) No later than the date of the final PDP review. Indicate whether the objective written in (2) has been mastered. Mastery is determined by successful application/implementation in the classroom. Successful completion of activities noted on the PDP does not, alone, guarantee successful mastery of the objective. Indicate basis (evidence) you relied on to determine mastery (i.e. classroom observations, conferences, students' reports, etc.).

NOTE: Sections 1-4 should be completed at the conference in which the PDP is initiated.

Sections 3-6 should be addressed each time the PDP is reviewed.

Section 7 should be addressed as soon as there is evidence of objective mastery. However, this Section must be addressed at the last PDP review.

At any time during the year, when a PDP is closed out, the teacher is provided a copy of the completed document.

Distribution: Original - Human Resources Division Copy 1 - Teacher Copy 2 - Principal Copy 3 - Teacher/PDP Initiated

**CLAY DISTRICT SCHOOLS
NOTICE OF PROBATIONARY STATUS**



TO: _____
Employee

FROM: _____
Supervisor/Evaluator _____ Work Site

This is to notify you that, based on the identification of your unsatisfactory performance as documented on the attached Clay Assessment System forms and discussed with you on (date) _____, you are being placed on performance probation effective _____ (date this Notice received by employee).

This performance probation is for a period of 90 calendar days from your receipt of this notice of unsatisfactory performance. School holidays and school vacation periods are not counted in the 90-calendar-day period. During the 90 calendar days, you will be evaluated as indicated on the attached Professional Development Plan (PDP) and apprised of progress achieved. As documented on the PDP, you will be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. At any time during the 90 calendar days, you may request a transfer to another appropriate, available position with a different supervising administrator, however, a transfer does not extend the period for correcting your performance deficiencies. Your 90-calendar-day probation will end on (date) _____.

Within 14 days after the close of the 90 calendar days, you will be assessed to determine whether the performance deficiencies have been corrected, and a recommendation regarding your employment will be forwarded to the superintendent. Within 14 days after receiving my recommendation, the superintendent will notify you, in writing, as to whether the performance deficiencies have been satisfactorily corrected and whether the superintendent will recommend that the school board continue or terminate your employment contract. If you wish to contest the superintendent's recommendation, you must, within 15 days after receipt of the superintendent's recommendation, submit a written request for a hearing. Such hearing shall be conducted, at the school board's election, by the board or by an administrative law judge assigned by the Division of Administrative Hearings of the Department of Management Services.

Dates: Evaluation Conference Held _____
Professional Development Plan Developed _____
(Must be initiated within one week after unsatisfactory evaluation determined)
90-Calendar-Day Performance Probation Begins _____
(Must be same day this Notice delivered to employee)
90-Calendar-Day Performance Probation Ends _____
(Excludes school holidays & vacations)

Signatures: This is to certify that I have discussed the employee's unsatisfactory performance with him/her, as documented on the attached Clay Assessment System forms, and have delivered this Notice to the employee on this date:

Supervisor/Evaluator _____ Date

This is to certify that I received this Notice and copies of the attached Clay Assessment System forms on this date:

Employee _____ Date

The School Board of Clay County, Florida prohibits discrimination on the basis of race, religion, color, sex, marital status, age, national origin or disability in the employment of personnel, provision of education programs and all business affairs of the school system of Clay County and provides equal access to the Boy Scouts and other designated patriotic groups.

SIGNATURE PAGE

We, the undersigned, agree that the attached document is the final and tentative agreement between the CLAY COUNTY EDUCATION ASSOCIATION negotiating team and the DISTRICT SCHOOL BOARD OF CLAY COUNTY negotiating team. We further agree we will recommend the attached document for ratification.

Date Signed: 6/21/18

THE DISTRICT SCHOOL BOARD OF
CLAY COUNTY NEGOTIATING TEAM

David S. Boshie
Kevin Cross
Ken Jones
[Signature]
[Signature]
[Signature]
[Signature]

CLAY COUNTY EDUCATION
ASSOCIATION NEGOTIATION TEAM

[Signature]
175 Baden
And Sells