

A. The purpose of evaluation shall be to improve the quality of instruction in compliance with the mandates of Florida Statute and State of Florida School Board Rule State Regulations regarding the evaluation of the performance of instructional personnel. Evaluations shall be based on a combination of the Status Instructional Practice Score (observable) and ~~the Student Growth-Value Added (student achievement)~~ to create a Summative Score Rating (final outcome).

The Deliberate Practice Score component shall be used to meet the multi-metric measurement as required by current state statute. The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score. Teachers on temporary contract are not required but may opt to complete Deliberate Practice.

Forms and procedures for evaluation ~~shall be~~ as set forth in this Article and in the Instructional Personnel Evaluation System Procedures Manual (Evaluation Manual), shall reflect and explain the procedures and accompanying forms, which shall be used for all observations ~~and~~ evaluations, and deliberate practice. Nothing in the Manual can be in conflict with this Contract. This manual shall be available on line to all teachers and will be included as an Addendum of the Contract.

B. A teacher shall be placed in one of the ~~four basic~~ following categories: ~~for the purpose of Evaluation based on the following:~~

1. Category 1: Teachers who are in their first, second or third year of teaching and are new to the profession.
2. Category 2A: Teachers who are in at least their fourth year of teaching.
3. Category 2B: Teachers who are in at least their fourth year of teaching and may be new to the District, assigned to teach a new subject area or grade level that is different from their previous assignment or assigned to teach at a school with a different population of students from their previous assignment.
 - a. If the teacher meets one of the requirements for Category 2B:
 - The teacher may request to the school principal to move him/her to Category 2B.
 - This request must be made in writing during the first twenty (20) student contact days of new assignment.
 - Any reasonable request will require the principal to move the teacher to category 2B.
 - The change in category shall be in effect for one (1) school year.
 - b. Principals may also assign teachers to Category 2B by the twentieth (20) student contact day if the teacher meets one of the requirements of this category. This change must be communicated in writing to the teacher and be made during the first twenty (20) student contact days of the new assignment.
4. Category 3: Teachers who have been determined to be less than effective in the classroom ~~either through observable behaviors as documented by the current evaluation system or who whose students fail to achieve gains based upon the state's value-added Student Growth Model~~, which may result in an unsatisfactory rating. These teachers shall be placed on a Professional Improvement Plan (PIP). Procedures for the Professional Improvement Plan are explained further in the Evaluation Manual and its glossary of terms.
 - a. The evaluator, with input from the teacher, shall develop a plan, which includes additional observations and resources in an effort to improve teacher performance.

b. Upon successful completion of the Professional Improvement Plan (PIP), the teacher shall be reassigned to their original category.

5.c. The time lines for completing or responding to a PIP may be extended by mutual agreement.

5. Category 4: Teachers who do not have enough data in all four domains in order to be fairly evaluated due to a significant leave of absence or late hires who have missed 75 or more student contact days in a school year. Teachers in this category shall not be required to complete the Deliberate Practice and shall be held harmless as far as their evaluation.

C. Observations of a teacher's performance shall be made in accordance with the following provisions:

1. General Provisions:

a. There shall be two types of observations: informal and formal. The minimum number of observations each teacher shall receive is determined by the category in which they are placed. The evaluator shall follow the observation procedures as outlined in the current instructional personnel evaluation manual. A teacher shall be employed for at least twenty (20) duty days before any informal or formal observation is conducted.

b. Any informal or formal observation or evaluation of a teacher shall be recorded on the observation form(s) specific to the design question(s) and annual evaluation report per category or by other measures as set forth in the evaluation manual.

c. Category 2A teachers shall have at least one informal observation documented by December 1, a formal observation during January or February and a second informal observation during March or April.

d. A list of trained teacher observers shall be made available on line:

<https://www.ocps.net/es/hr/PDS/assessment/Pages/Teacher-Evaluation-Resources.aspx>. Teachers shall be given the online link during pre-planning.

e. Observations made after May 1 to the end of the school year shall be documented, but not used to calculate the Instructional Practice score.

f. A survey shall be collaboratively developed each year by CTA and the District to evaluate the implementation of the evaluation system. The participants will include all instructional personnel and all persons who are affected by a teacher's evaluation score. The survey will be distributed by June 1. Results will be reviewed by the Evaluation Committee before the beginning of the next school year.

g. Teachers shall be provided a signed copy of their Survey 2 and/or Survey 3 class rosters.

h. A teacher's Student Growth Score will be calculated by the percentage of the time each student from Survey 2 and/or Survey 3 was present in the teacher's classroom.

i. No observations will be conducted the day before or the day after a student holiday, to include Thanksgiving Break, Winter Break and Spring Break, or the day before a student holiday/teacher work day.

2. Provisions for Informal Observations:

a. A new observation cannot be performed and scored until feedback has been posted for the prior observation, unless the parties agree otherwise. This does not apply to the first observation of the school year.

~~a.b.~~ When requested by the teacher, additional informal observations shall be completed by another trained observer. When requested by the teacher, additional formal observations shall be completed by another trained evaluator. These additional observations shall be calculated in the Status Instructional Practice sScore evaluation and/or Deliberate Practice s-Score as provided elsewhere in this ~~article~~ contract.

~~b.c.~~ A teacher may request in writing an additional informal observation ~~up to ten (10) days prior to May 1.~~ by April 1. Once a teacher has achieved the minimum number of informal observation prior to April 1 the final status score, The requested observation shall take place prior to the finalization of the Instructional Practice Score. The lowest observation score shall be dropped once the minimum number of observations has been exceeded.

d. Audio visual monitoring for the purpose of evaluation shall not be permitted. However, two-way electronic observations in real time for informal observations shall be permitted upon a signed mutual agreement.

e. An informal observation may be rescheduled upon a teacher's request. No reasonable request shall be denied.

f. All observations shall be posted on the iObservation site within 72 hours of the observation.

3. ~~Procedures~~ Provisions for Formal Observations

~~a. A teacher shall be employed for at least twenty (20) duty days before any formal or informal observation is conducted.~~ (moved to general provisions)

b. Each teacher shall be advised as to who will observe him/her prior to any formal observation. Formal observations shall be completed by administrators only. A teacher shall receive a change of evaluator(s) upon request for their formal and informal observations. Each formal observation shall have a planning conference prior to and a reflection conference after the observation. The conferences between the teacher and the administrator and shall be held in privacy. The reflection conference shall occur within ten (10) duty days after the formal observation except by mutual agreement. The status score evaluation report shall be made available no later than May 1. The teacher shall have until June 1 to respond in writing. The written response shall be appended to the form.

c. A teacher may request a change in the date or time of a formal observation and shall have the formal observation rescheduled for a new mutually agreed upon date and time.

d. If a formal observation is interrupted by unforeseen circumstances, ~~the same observer may continue the same observation within five (5) duty days.~~ a new pre-conference may be scheduled to discuss the new lesson. The formal observation shall be rescheduled at a mutually agreeable time.

e. In unusual circumstances, such as the extended illness of a teacher or administrator, the time limits for completing or responding to the formal observation may be extended by mutual

agreement.

D. Provisions for Deliberate Practice

1. Deliberate Practice Plan shall replace the Individual Professional Development Plan (IPDP).
2. The orientation for Deliberate Practice shall be facilitated by a teacher or administrator who has attended the training at the district level. This presentation shall be facilitated within the first twenty (20) duty days.
3. For school year 2013-2014 Deliberate Practice results shall only be additive to the overall instructional Practice Score.
4. The teacher shall complete a self-evaluation in iObservation in order to choose the element of focus for their Deliberate Practice Plan. The self-evaluation plan shall remain private.
5. The teacher shall submit a plan within the teacher's first forty-five (45) duty days.
6. The teacher and administrator shall mutually agree to the plan within ten (10) duty days of submission.
7. The selected element shall be scored once by an evaluating administrator at the end of the Deliberate Practice Plan when there is a mutual agreement between the teacher and evaluator. The element may be observed at other times, with feedback given, but shall not be scored.

E. The ~~Status~~ Instructional Practice Score Evaluation of the delivery of core effective practices of a teacher's performance shall be made in accordance with the following provisions:

1. The ~~status~~ Instructional Practice Score of a teacher's performance is the responsibility of the administrator.
2. The ~~status~~ Instructional Practice sScore rReport shall be finalized by May 1 of each year.
3. If due to procedural violations, the teacher fails to receive the minimum number of observations for their ~~status~~ Instructional Practice sScore evaluation Report by the May 1st deadline, then their ~~status~~ Instructional Practice Score evaluation rating shall be reported as a minimum of 3.0 "effective".
4. ~~A conference shall be held between the teacher and administrator within ten (10) duty days of completing the status score evaluation report. The conference may be waived and/or the time may be extended by mutual agreement. Teachers shall receive an email notification of The status their~~ Instructional Practice sScore evaluation rReport shall be made available no later than May 1. The teacher shall have until June 1 to respond in writing in the comment section on their summary page in iObservation. The written response shall be appended to the report. The report must be electronically signed or signed in writing by the teacher; however, signature does not necessarily imply agreement with the evaluation.
5. A copy of each teacher's ~~status~~ Instructional Practice sScore evaluation rReport shall be maintained in his/her personnel file and shall be confidential for the period of time specified in Florida Statutes.
6. The principal shall reappoint annual contract teachers who achieve a 3.0 or higher on their ~~status~~ Instructional Practice sScore. All appointments are subject to available budget allocations at the school.

E. F. Summative Evaluation ~~Score~~ Rating

1. If the ~~value added portion~~ Student Growth ~~s~~Score causes the Summative Evaluation ~~score~~ Rating to drop below the ~~status score of the delivery of core effective practices~~ Instructional Practice Rating or the Summative Evaluation remains less than an Effective Rating, the administrator shall meet with the instructor within ten (10) duty days prior to the posting the ~~s~~Summative ~~e~~Evaluation Report. The conference may be waived and/or the time may be extended by mutual agreement. After said meeting, the report must be signed (electronically or by hand) by the teacher; however, signature does not necessarily imply agreement with the evaluation. The teacher will receive a printed copy of the signature page.

2. In unusual circumstances, such as an extended illness of a teacher, a copy of the Summative Evaluation Report shall be sent by certified mail to the teacher's last known address with a notation on the report indicating the reason that no conference was held. Verification of such shall serve in lieu of the teacher's signature.

~~2. 3.~~ A PSC/CC teacher receiving a Summative Evaluation ~~score~~ Rating of Unsatisfactory shall be placed on a 90-day performance probation as outlined in Florida Statutes.

4. ~~3.~~ The evaluation cycle shall be from the time an annual final summative evaluation is completed until a subsequent final summative evaluation is completed the following year.

5. ~~4. Other than procedural e~~Errors in the evaluation process or non-renewal of a teacher for competency shall ~~not~~ be subject to the grievance or arbitration process.

F. G. The evaluation procedures as set forth above, where applicable, shall apply to registered nurses.

G. H. The Evaluation Committee of the Collaborative Bargaining Leadership ~~Committee~~ Team (CBLT):

1. The Evaluation Committee is charged with recommending changes to the Evaluation Manual to the CBLT.

2. The Evaluation Committee shall also provide oversight of all planning, development and implementation of the Evaluation Process, creating and overseeing a system to ensure reliability and validity of observations and evaluations conducted by trained personnel.

~~H. I.~~ A teacher holding a continuing or professional service contract may be returned to annual contract status as provided by Florida Statutes.

I. The CBLT agrees to establish an Appeals Committee and implement an appeals process beginning with the 2011-12 OCPS Instructional Personnel Evaluation.

1. Membership on this committee shall consist of up to eight members of equal representation with half being appointed by the President of the Association and half being appointed by the Superintendent. All members shall have completed training in the OCPS Instructional Personnel Evaluation Process.

2. This committee will develop a procedure for individual appeals to include the review of documents, value added model data, and intake of other sources of information pertinent to the evaluation outcome. The committee shall review the data and identify trends that are occurring. The committee shall submit findings and recommendations to the Superintendent and the CBLT.

3. Any procedural concerns may be taken to the supervising administrator. Unresolved issues may be

handled through the grievance process.

4. Any procedural evaluation issues may be brought as an appeal to the appeals committee. Any non-procedural and/or procedural issues may be handled through the appeals grievance process. An appeal and/or grievance must be filed by the last duty day.

5. Teachers shall be notified of the decision/recommendation of the appeal in writing no later than pre-planning. The decision of the appeals committee is final and binding.