

**ARTICLE XIII
EVALUATION PROCEDURE**

A. Evaluation Procedure

It is the philosophy of this Agreement that evaluation is a developmental process. All evaluations shall be directed to identifying strengths as well as weaknesses. Evaluations shall be the responsibility of the administration and shall not be delegated to any non-managerial employee. However, nothing contained herein shall preclude the administrator from receiving input from appropriate personnel in gathering data for evaluation purposes. All evaluation conferences shall be confidential and no adverse comments shall be made in the presence of pupils or staff. PESPA will be involved in the formulation of any new evaluation system which impacts bargaining members.

1. Each formal evaluation of an employee, if such occurs, shall be followed by a written evaluation report and conference between the employee and his/her appropriate administrator/supervisor. All formal observations of the work performance of an employee shall be conducted with the knowledge of the employee.

a. An employee shall be given a copy of each written evaluation report which he/she shall acknowledge. No employee shall be required to acknowledge a blank or incomplete evaluation form.

b. An employee's signature on an evaluation does not necessarily mean he/she agrees with the statements presented, but indicates that an employee has seen said evaluation.

c. If an employee does not agree with the evaluation report given to him/her, he/she shall be allowed a conference with the **evaluator if requested. The conference shall occur within ten (10) days of the request.** ~~and an opportunity to~~ The employee may submit ~~attach~~ a written response to the evaluation, **which must also occur within 10 days as be attached to all copies of the evaluation.** ~~within ten (10) days.~~

2. **Responsibility of Employer to Employee** - Should the administration determine the need for remediation, specific recommendations, including timelines and training for areas of improvement shall be communicated to the employee through an interim evaluation. Specific documentation shall be maintained and shall be given to the employee in the event no improvement is evidenced.

3. **Communication of Comments** - All comments regarding an employee's professional performance shall be communicated directly to the affected employee, verbally and in writing. Unsatisfactory ratings shall be based only on documentation shared with the employee and documented within a timely manner not to exceed twenty (20) working days of the occurrence or knowledge of the event.

41 4. Personnel records and files shall be maintained in compliance with
42 appropriate Florida Statutes and Board administrative procedures. An employee
43 shall have the right to make an appointment to review the contents of his/her
44 personnel file at the work site and/or the county office providing such review can
45 be accomplished without interference with the employee's performance of his/her
46 duties. An employee shall be entitled to have a representative of the Association
47 accompany him/her during this review. A representative of the Board shall also be
48 present. Nothing shall be permanently removed from the file in the course of such
49 review. However, the employee may request and receive copies of documents
50 contained within. No secret files shall be maintained either in the worksite or in
51 Central Administration. Material that has not been brought to the attention of the
52 employee shall not be admissible in any disciplinary action against the employee.

53 **B. Confidentiality**

54 All matters related to an employee's performance or status shall be
55 confidential except as otherwise required by law.