


**Mutual Proposal #1**  
**Article VII- Working Conditions**  
**SECTION H – Evaluation**  
**July 24, 2019**

1. During the first two (2) weeks of school, all teachers shall ~~receive a copy of~~ be provided information regarding the assessment instrument. This shall include an explanation and discussion of the assessment process. In the event a teacher is employed after the two (2) week period, said instrument and explanations shall be ~~given presented~~ upon employment.
2. As required by Florida Statute 1012.34, an evaluation will consist of three (3) components:
  - a. Status Score – based on administrator observation of the FEAPs standards, ~~each of the six and the~~ standards will be scored in accordance with Florida Statute 1012.34 (2)(e).
  - b. Deliberate Practice Score – an assessment of the deliberate practice plan cycle and its components.
  - c. Student Performance Measure Score – scored in accordance with Florida Statute 1012.34(3)(1)(a).
3. All agreed to procedures and processes including, but not limited to, evaluation categories, scoring rubrics, timelines, and forms shall be contained in a document entitled *Pasco County Evaluation Guidelines*. After each school year, a workgroup comprised of District and USEP shall examine current year data, and changes in Florida statutes pertaining to Instructional Evaluation to inform recommendations for modifications for the following school year. Any modifications recommended by the workgroup that impact mandatory subjects of collective bargaining shall be referred to the District and USEP bargaining teams who will then determine whether such changes shall be placed in Article VII, Section H of the Instructional Master Contract or in the *Pasco County Evaluation Guidelines*.
4. ~~The administrator making an formal observation for the purpose of evaluation shall meet with provide feedback to the teacher w~~ Within ten (10) school days following an observation or the classroom visit for the purpose of evaluation, an administrator shall provide definitive feedback to the teacher on their discuss the teacher's strengths and/or weaknesses areas where improvement is needed. The feedback will include a face-to-face conference if requested by the teacher or administrator.
5. All teachers will receive at least one summative evaluation per school year. Beginning teachers and/or teachers new to the District will receive at least the number of summative evaluations required by law. ~~be evaluated at least once during the school year. The final status score and the deliberate practice score shall be completed by April 30.~~ Should the administrator responsible for providing the final status and deliberate practice scores assessment not meet the date designated above by the Human Resource Department for the completion of the assessment, the administrator will inform the teacher of the reason for the delay.
6. ~~After each assessment~~ At the completion of the status score and deliberate practice scores and again upon the completion of the summative evaluation of a teacher, the teacher shall sign and be given a copy of the receive and electronically acknowledge receipt of the scores and summative evaluation assessment instrument. The signature electronic acknowledgement of the teacher shall not necessarily indicate agreement with the results of the scores or evaluation assessment but only acknowledges that he/she has read the report.
7. A teacher shall be given the opportunity to include his/her comments in writing concerning the scores and/or the summative assessment evaluation report. These comments shall be placed in the teacher's personnel file.
8. In the event a teacher is not performing effectively satisfactorily and prior to issuing an overall summative evaluation score of "Unsatisfactory" or "Needs Improvement" NEAT letter, the administrator will advise the teacher of the specific deficiencies in his/her performance and shall give the teacher sufficient time and assistance to undertake an effort to overcome these deficiencies. Upon issuance of an overall summative evaluation score of "Unsatisfactory" or "Needs Improvement" ~~unsatisfactory evaluation, the administration evaluating administrator shall comply with the following NEAT process:~~
  - a) Notify the teacher that deficiencies exist.
  - b) Provide a full and complete explanation of deficiencies and suggested corrections.
  - c) Provide administrative and supervisory assistance.
  - d) Provide reasonable time for correction for deficiencies.
  - e) ~~Provide the teacher placement in the Teacher Assistance Program.~~
  - e) Conduct additional observations shall be made to monitor for improvement.

9. Upon issuance of an overall summative evaluation score of "Unsatisfactory" or a second consecutive summative score of "Needs Improvement," the teacher shall be provided an opportunity to receive support through the Teacher Assistance Team Program. The Teacher Assistance Team will consist of a teacher mutually selected by the President of USEP and the Director or Supervisor of Employee Relations, a representative of USEP, the principal, a representative of the Employee Relations Department, and other persons and/or resources needed to assist the teacher in need of professional performance improvement. Teachers providing assistance through this program should have a mentoring background, appropriate content area expertise, participated in related training, and be willing to participate in any additional training required for serving on a team. Service and/or participation on a Teacher Assistance Team is entirely voluntary and teachers providing assistance through the Teacher Assistance Team will receive a supplement up to the amount specified in Addendum B. A representative of USEP and a representative of the Employee Relations Department shall determine the exact amount and timing of the supplement to be paid based on the length and complexity of the assignment.
- ~~8. Should a teacher receive an unsatisfactory evaluation, the teacher shall be given the option of another evaluation by the administrator to determine if improvements have been made.~~
10. Evaluation of lesson plans will be done by administrators only; however, this does not preclude analysis of lesson plans for non-evaluative purposes by other staff members.
11. As provided by law, administrators are expected to maintain confidentiality regarding the formal evaluation of teacher performance. The summative evaluation will be maintained in the employee's personnel record. All confidentiality of assessment documents relating to the formal evaluation of teacher performance and placed in the teacher's official personnel file, shall be granted by the administration.
12. A teacher shall not be assigned a position for which he/she is not certified except in cases of emergency. If the Board requires a teacher to accept such an assignment, the fact that the teacher is not certified in the subject area will be noted on any evaluation document and taken into consideration in the assessment of the teacher.
13. All teachers will be observed officially for evaluation purposes at least once during the school year. All official observations conducted by district employees shall be made only by school or district-level administrators.
14. The Board and the Union agree that teachers and administrators are expected to adhere to the evaluation process as articulated in the Pasco County Evaluation Guidelines, designated evaluation forms and documents. Any issues or concerns related to adherence to the evaluation process and/or procedures will be subject to the grievance procedure articulated in Article VI – Grievance Procedure through Step 5. Any complaint that would be resolved via Article VI Section A-2 of the Grievance Procedure shall continue to be limited to Step Four. Any issues or concerns related to the scoring of an evaluation or a teacher's summative evaluation results may be directed to the observing/evaluating administrator(s) but are not subject to the grievance procedure.

  
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 For the Board

7/24/19  
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 Date

  
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 For the Union

7/24/19  
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 Date