

ARTICLE 9 - EVALUATION PROCEDURES

Section 1. General

Employees shall be evaluated by the principal or designee. The evaluator or evaluatee may request the assistance of another administrator in the evaluation process. Employees in special programs not directly under the supervision of the principal shall be evaluated by the appropriate program administrator. The principal shall retain ultimate responsibility for the final evaluation, even if a designee otherwise served as the evaluator.

Section 2. General Procedures of Evaluation

- a. The Summary Evaluation shall be prepared and submitted at least annually for probationary and temporary employees and biennially for permanent employees, except as provided below. An employee in the first year of permanent status, the first year at a site, and/or the first year in a new position/assignment, may be evaluated upon the request of the evaluator or the evaluatee. For permanent employees utilizing the Portfolio or Partner Option (see below), the Summary Evaluation (See Appendix T-1) shall be prepared and submitted triennially. Permanent employees receiving an overall evaluation of "Does Not Meet Standards" shall be re-evaluated the following year unless terminated or improved to "meet standards."

The evaluation process may be conducted as infrequently as once in a five-year period, in the case of a permanent employee who has been actively employed by the District (excluding leaves of one semester or longer) for at least ten years, whose previous evaluation was rated as meeting standards, and is deemed highly qualified under 20 U.S.C. section 7801. Any such arrangement for a less-frequent evaluation shall be by joint discretionary consent of the evaluator and the evaluatee, and such consent may be withdrawn by either party for any reason at any time, by written notice to that effect. However, consent or withdrawal of consent by the employee's evaluator shall not be made in an arbitrary or capricious manner. Upon written request within ten (10) days of written notice to the employee of the evaluator's refusal to consent or to withdraw the consent, the evaluator shall provide the employee a written statement of reason(s) for such refusal or withdrawal of consent. This extended evaluation schedule is available only for those on administrative evaluation, and not for those on the Portfolio or Partner Option.

- b. The Plan for Professional Growth (See Appendix T-2) shall be completed by all certificated employees only during their evaluation years. All employees shall also participate annually in the development of a single, joint grade level or a single, joint department level goal using the Plan for Professional Growth (Parts I and II). The development of this group goal shall take place during regularly scheduled faculty or special purpose meetings.
- c. The Plan for Professional Growth (Part I) shall be subject to approval or modification by the evaluator. The evaluator will utilize the Plan for Professional Growth (Part I and II), observations, visitations, written reports,

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conferences, self-assessments, and job-related data as verified by the evaluator to complete the Summary Evaluation.

- d. If the evaluatee disagrees with the determination of the evaluator regarding the Plan for Professional Growth, the evaluatee shall advise in writing either the Deputy Superintendent, or Assistant Superintendent, of the disagreement and the reasons therefore. The Deputy Superintendent or the Assistant Superintendent, will then confer with the evaluatee and the evaluator and make a final determination. The evaluatee may attach to the final determination a statement of disagreement, and such statement, if attached, will remain a part of the evaluation record.
- e. For employees participating in the Administrative Option, there shall be at least two formal observations (See Appendix T-3) and periodic informal observations (See Appendix T-4). Notice of a formal observation shall be given no later than the day prior to the observation. In the case of probationary or temporary employees, the observations shall be followed by a conference not later than five (5) instructional days after the observation. In the case of permanent employees, such conference shall be held upon request of either the evaluator or evaluatee.
 - (1) When deemed necessary by the evaluator or evaluatee, one or more follow-up conferences shall be held to commend the employee for areas of strength or to provide assistance in correcting deficiencies.
 - (2) Whenever in the opinion of the evaluator, an employee is not meeting either the District's Standards for Educators (See Appendix T-5) or the Plan for Professional Growth in either the evaluation or non-evaluation year, the evaluator shall so notify the employee in writing. Such notice shall include an Improvement Plan, (See Appendix T-6) in which the evaluator will identify the area(s) of concern, make specific recommendations for improvement, outline the assistance to be provided, schedule follow-up meetings to monitor the employee's progress, and establish a reasonable date for achieving the specified improvement. The evaluator shall confer with the employee regarding the area(s) of concern and, provide reasonable assistance and counseling. Examples of such assistance may include, but are not limited to released time to observe other teachers; release time for other teachers to observe, counsel, and assist the evaluatee; supplemental observations and evaluations by the evaluator and/or another administrator; and participation in designated professional development activities.
- f. Employees participating in the Portfolio Option (an alternative evaluation model involving a collection of work samples focusing upon a particular area of concentration) shall be permanent employees, with five years of service in the District, whose performance on the Summary Evaluation "Meets Standards" for each of the immediate preceding five years. Participation in this option is to be initiated by the employee, in his or her discretion, and is subject to the discretionary approval of the principal. However, denial or withdrawal of such approval shall not be made in an arbitrary or capricious manner, and upon request the evaluator shall provide the employee with a written statement of reason(s) for denial or withdrawal of such consent. There shall be periodic informal

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observations and conferences to discuss progress of the portfolio. The evaluatee shall submit the portfolio five days before the scheduled summary evaluation meeting.

- g. Employees participating in the Partner Option (an alternative evaluation model, involving a joint coordinated effort by two employees in similar positions) shall be permanent employees, with five years of service in the District, whose performance on the Summary Evaluation “Meets Standards” for each of the immediate preceding five years. Participation in this option is to be initiated by the employee, in his or her discretion, and is subject to the discretionary approval of the principal. However, denial or withdrawal of such approval shall not be made in an arbitrary or capricious manner, and upon request the evaluator shall provide the employee with a written statement of reason(s) for denial or withdrawal of such consent.

There shall be two reciprocal observations by each partner with a pre- and post-conference for each observation. There shall be periodic informal observations of each partner by the administrator. The partner evaluatees and the evaluator shall review all observation and conference notes prior to completing the Summary Evaluation. Such notes do not become part of the employee’s personnel file unless such information from the notes is incorporated into the Summary Evaluation.

- h. The Summary Evaluation shall evaluate competency on a two-level scale ("Meets Standards" or "Does Not Meet Standards"), shall include a description of commendations as well as recommendations for continued professional growth and development, and shall be filed in the Human Resources Office. The Summary Evaluation will be given to and reviewed with the evaluatee at the final evaluation conference. The evaluatee may collaborate with the evaluator in the development of the Summary Evaluation.
- i. An employee shall not be evaluated on the overall assessment as "Does Not Meet Standards" unless the employee has previously been afforded the notice and remediation procedures of subsection e (2) above, and the evaluator has completed (and made a reasonable effort to deliver) the Summary Evaluation thirty (30) calendar days prior to the evaluatee's last day of contract service for the school year.
- j. When the final Summary Evaluation is prepared, the evaluatee shall have the right to append a written statement concerning his/her view on the evaluation. The statement shall become a permanent attachment to the Summary Evaluation. Upon request of either the evaluatee or evaluator, other documents used in the evaluation process will be attached to the Summary Evaluation in the employee's personnel file. An evaluatee who disagrees with the final evaluation may refer the matter to District administration for a final decision using the procedure described in Section 2 d above.
- k. Evaluation of the employee's performance shall not be predicated upon non-school-related personal activities which do not affect the employee's job performance or effectiveness as an employee.

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1. No final negative Summary Evaluation shall be based upon the employee's use of "controversial" teaching materials, so long as the use of such material is consistent with the District's policies regarding curriculum and controversial issues which are in effect at the time in question, and so long as the use of such material is consistent with the age and maturity of the affected students.

Section 3. Forms

Appropriate forms for the collection of data pertaining to the procedures specified herein shall be provided by the district for employees within the unit. The Association shall have the right to consult with the district on modifications to forms used in the evaluation procedure.

Section 4. Timeline

A calendar identifying the procedures for the implementation of the evaluation program follows:

No later than:

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| a. | the twentieth (20 th) day of the employee's contract service year | The evaluator or designee will review and discuss with all employees the Evaluation Options for Certificated Employees and timeline pertinent to evaluation process. |
| b. | the thirtieth (30 th) day of the employee's contract service year | The employee will prepare and submit the Plan for Professional Growth, Part I, for review. |
| c. | the fiftieth (50 th) day of the employee's contract service year | The employee and evaluator will confer and complete the Plan for Professional Growth, Part I. |
| d. | The one hundred thirtieth (130 th) day of the employee's contract service year | The employee will submit the completed Plan for Professional Growth, Part I and II, to the evaluator. |
| e. | The one hundred fiftieth (150 th) day of the employee's contract service year | The Evaluator will complete the Summary Evaluation and hold a summary conference with the employee. |

Section 5. Personnel Files

- a. There shall be only one personnel file for each employee and it shall be maintained at the District office. Materials maintained by the immediate administrator are not deemed part of the official personnel file.
- b. Materials in the employee's personnel file shall be made available for the employee's review upon request by appointment. Exempt from review are those materials so designated by law.

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Section 6. Complaints

- a. With regard to any complaint or information of a negative nature concerning an employee received by the District from anyone other than the employee's site administrator(s) or designated evaluator(s), the District shall not place such information in the employee's personnel file, or base a negative evaluation upon it, unless the following procedures have been followed (not necessarily in chronological order):
- (1) The material must indicate the identity of the complaining party.
 - (2) The employee shall be advised of the information or material as promptly as reasonably possible under the circumstances.
 - (3) The District shall make every effort to ensure that the complaining party discusses the matter with the employee.
 - (4) If the complaining party is not satisfied, every attempt shall be made to arrange a meeting between the complaining party, the employee and the site administrator, in an effort to resolve the problem amicably. Normally, such a meeting will be limited to these persons; however, if the employee believes such a limitation inappropriate, the employee may be accompanied by a representative of the Association at such meeting.
 - (5) If the complaining party continues to be dissatisfied, every attempt shall be made to arrange another meeting, this time to include the appropriate District-level administrator. The employee may be accompanied by a representative of the Association at such meeting.
 - (6) If the complaining party is not satisfied, the information and/or charges shall be reduced to writing, dated and signed, and submitted to the District, with a copy to the employee.
 - (7) The employee shall have the right to enter and have attached his or her own comments or rebuttal to any derogatory statement or complaint placed in the personnel file, with released time from duty to be provided if deemed necessary.
 - (8) If information in an employee's personnel file is verified by the District as being untrue, such information shall be removed.
- b. The above is intended to restrict the District from relying upon the complaint itself as the basis for negative evaluation or inclusion in the file, and it is not intended to restrict the District from relying upon its own observations or knowledge obtained independently of the complaint itself.

Section 7. Critical Material from Administrator

- a. With regard to written material in the nature of criticism, warning or reprimand from the employee's site administrator(s), evaluator(s), or other District administrator(s), the District shall not place such material in the employee's personnel file or base a negative evaluation upon it unless the following procedures have been followed:
- (1) The employee is furnished a copy of the material as promptly as reasonably possible under the circumstances, and has the opportunity to discuss it with the responsible administrator.
 - (2) If the employee wishes to discuss the matter further, then an immediate administrative review shall be provided utilizing the following procedures (including Association representation): The employee shall advise the appropriate District level administrator of the situation, who will then confer with the employee/concerned administrator and make a final determination.
 - (3) If the material is generated as part of the evaluation process, administrative review of the matter shall be provided after the final evaluation as set forth in Section 2 d above.
 - (4) In any case, whether or not the administrative appeal procedures are utilized, the employee shall have the right to enter and have attached his or her own comments or rebuttal (to any such material placed in the personnel file).
 - (5) If information in an employee's personnel file is verified by the District as being untrue, such information shall be removed.

The procedure of Section 6 and Section 7 above are not applicable to discipline/dismissal procedures initiated pursuant to the Education Code.

Section 8. Grievability

The District retains sole responsibility for the evaluation and assessment of the performance of each employee, subject only to the above procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or the District, and no grievance shall contest the judgment of the evaluator. Any grievance arising under this Article shall be limited to a claim that the procedures set forth in this Article have been violated. However, evaluation disputes arising within the above-mentioned exclusions from grievance/arbitration are subject to administrative review by appeal to the Deputy Superintendent or Assistant Superintendent. Said administrator shall confer with the employee and the site administrator prior to making the final decision.