

ARTICLE 15

EVALUATION

15.1 Evaluation Procedure. The provisions of this Article apply to all unit members except as otherwise provided herein or as limited by Article 25 of this Agreement relating to summer program and adult school teachers. This provision establishes a procedure of systematic appraisal of an employee's work performance on a regular basis. The primary purpose of any employee evaluation is to improve educational instruction and to develop a high professional competence on the part of each employee.

15.1.1 It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable District decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.

15.1.2 Unit members to be evaluated during a particular year shall be advised of the criteria (teaching and objective standards) upon which the evaluation is to be based, and notified of the identity of their evaluator no later than the second (2nd) week of October of the year in which the evaluation is to take place. The unit member being evaluated and the evaluator shall meet no later than the fourth (4th) week of October to discuss:

- a) objectives and standards to be achieved during the evaluation period;
- b) the manner in which observations and conferences will occur; and
- c) the final evaluation date.

15.1.3 Evaluations shall be conducted according to the following schedule:

15.1.3.1 Probationary and temporary unit members shall be evaluated in writing at least once each school year.

15.1.3.2 Permanent unit members shall be evaluated at least every other school year except as per 15.1.3.3.

15.1.3.3 Unit members with permanent status who have been employed at least ten (10) years with the school District, are highly qualified as defined in 20 U.C.S. Sec 7801 (ESEA), and whose previous evaluation rated the employee as meeting standards, shall be evaluated every five years. Administration reserves the right to observe a unit member at any time.

15.1.3.3.1 A unit member may be evaluated upon a change in position or location.

15.1.3.4 Temporary and probationary unit members with three (3) or more years in the District shall be evaluated at least every other year.

15.1.3.5 In the case of a scheduled evaluation, observations shall begin no later than December 1st. Scheduled evaluations for permanent unit members shall be every other year except as in 15.1.3.3.

15.1.4 During the course of the evaluation period circumstances may change which require modification of the original objectives and standards. The unit member and evaluator may mutually agree on a change of those objectives and standards in a manner prescribed in section 15.1.2 above. However, a conference must be held in order to communicate any changes with the unit member.

15.1.5 The primary evaluator shall be the principal to whom the unit member is immediately responsible or a designee who has the authority to effectively evaluate the unit member. In the case of a unit member assigned to more than one school, there will be one evaluation done by one principal. The evaluator will be determined by mutual agreement between the involved principals; a principal who does not evaluate shall have input into the process. Department chairpersons or other unit members shall not participate in or have input in the evaluation of any fellow member of the bargaining unit.

15.1.6 The evaluation process shall include the following activities:

15.1.6.1 Formal classroom observations shall last at least thirty (30) minutes followed by a conference with written feedback within ten (10) working days of the observation. A unit member who receives an unsatisfactory evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluation. Such entitlement includes a pre-observation conference.

15.1.6.1.1 Satisfactory Evaluation:

If the formal observation is satisfactory, the final evaluation may be based on that observation.

15.1.6.1.2 Unsatisfactory Evaluation

15.1.6.1.2.1 To receive an unsatisfactory evaluation, the unit member must be provided three (3), thirty (30) minute formal observations. The first formal observation shall occur before December 1st of their scheduled evaluation year. If the formal observation is unsatisfactory, the administrator shall begin the development, placement, and subsequent monitoring of an Improvement Plan.

15.1.6.1.2.2 If the final evaluation is unsatisfactory, the unit member will be assigned to the Peer Assistance and Review program. The unsatisfactory evaluation (15.1.14) shall be attached to the Improvement Plan and the administrator will continue to monitor the unit member's progress through observations.

15.1.6.1.2.3 The administration will continue to monitor and revise the Improvement Plan. If performance

continues to be unsatisfactory between April of the current school year and December 15 of the subsequent school year, the administrator will issue another unsatisfactory evaluation.

15.1.6.2 In the case of unsatisfactory evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:

15.1.6.2.2 Direct assistance to implement such recommendations.

15.1.6.2.3 Provisions of additional resources as necessary, without cost to the unit member, to be utilized to assist with improvements.

15.1.6.2.4 Techniques to measure improvement.

15.1.6.2.5 Time schedule to monitor progress.

15.1.7 In preparing the final evaluation for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation form. Unsubstantiated statements shall not be included in the evaluation.

15.1.8 A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year to discuss the content of the final evaluation. In the event the unit member disputes the content, the unit member may prepare a written statement, which shall be attached to the final evaluation. The final evaluation form shall contain only ratings of "satisfactory" and/or "unsatisfactory."

15.1.9 Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members except as provided for in the Peer Assistance and Peer Review (PAR) Section (Article 16).

15.1.10 The evaluation of unit members, pursuant to this Section, shall not include or be based upon the following:

15.1.10.1 Complaints or charges made against a unit member that are not found valid by Section 5.3.1 of this Agreement.

15.1.10.2 Results of any tests utilized for the purpose of a School Improvement Plan.

15.1.10.3 The success, or lack thereof, of the site to meet the required API/AYP growth targets.

15.1.10.4 Assessments and/or recommendations of the Scholastic Audit Team assigned to the school as a result of Program Improvement, Corrective Action, and/or

Restructuring or by other identified teams/individuals such as a School Assistance and Intervention Team (SAIT).

- 15.1.10.5 Utilization of any Classroom Walk-Through (CWT) techniques.
- 15.1.10.6 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
- 15.1.10.7 The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary, or artistic endeavor of a unit member.
- 15.1.10.8 Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation.
- 15.1.10.10 Achievement of objectives stated in Individual Educational Programs (IEPs) of special education pupils.
- 15.1.10.11 Sustained reading time of a lengthened regular class period.
- 15.1.11 An Association representative(s) may be present at meetings described in this Article which the bargaining unit member reasonably believes might result in or become disciplinary.
- 15.1.12 Unit members shall be evaluated on the following six (6) California Standards for the Teaching Profession (CSTP):
 - 1. Engaging and Supporting All Students In Learning.
 - 2. Creating and Maintaining Effective Environments for Student Learning.
 - 3. Understanding and Organizing Subject Matter for Student Learning.
 - 4. Planning Instruction and Designing Learning Experiences for All Students.
 - 5. Assessing Students For Learning.
 - 6. Developing as a Professional Educator.
- 15.1.12.1 The evaluation of first-year temporary and probationary unit members shall focus on two (2) standards (as numbered above):
 - 2. Creating and Maintaining Effective Environments for Student Learning.
 - 4. Planning Instruction and Designing Learning Experiences for All Students.
- 15.1.12.2 The evaluation of second-year temporary and probationary unit members shall focus on three (3) standards (as numbered above):
 - 1. Engaging and Supporting All Students In Learning.

3. Understanding and Organizing Subject Matter for Student Learning.
5. Assessing Students For Learning.

- 15.1.12.3 Evaluation of permanent, probationary and continuing temporary [three (3) or more years in the District] unit members may include all six (6) standards unless the unit member and evaluator mutually agree to focus on fewer than six (6).
- 15.1.12.4 The parties acknowledge that student assessment data is one of many data points relevant to the overall review of classroom teaching performance, and that such data is to be considered and used solely as a formative assessment tool to inform and shape adjustments to the instructional strategies, methods and emphases, to influence and guide the establishment of each teacher's performance objectives and strategies for the current year, and to influence upcoming classroom observations and other traditionally utilized assessment tools regarding classroom methods, skill levels and effectiveness.
- 15.1.13 A permanent teacher, whose most recent performance evaluation contains three (3) or more unsatisfactory ratings on Teaching Standards 1, 2, 3, 4 or 5 shall receive an overall rating as unsatisfactory and after completion of 15.1.14 shall participate in the District's Peer Assistance and Review Program. An unsatisfactory rating shall occur in a single teaching standard when three (3) or more of the sub-standards are marked "Does Not Meet Standards". A permanent teacher who receives an unsatisfactory rating in any teaching standard may be required to complete an improvement plan.
- 15.1.14 In the case of a permanent unit member who receives an unsatisfactory evaluation(s), the evaluator shall identify standards needing improvement and shall continue to monitor and develop an improvement plan with specific recommendations for improvement (see Appendix B). In the development of the improvement plan, the evaluator will seek suggestions for assistance from the bargaining unit member. The plan will include assistance the evaluator provides the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas identified as unsatisfactory.
- 15.1.14.1 In the case of a first and/or second year unit member who receives a "needs improvement" and/or "does not meet standards," the evaluator shall identify standards needing improvement, and complete Appendix B.
- 15.1.14.2 In the case of a permanent unit member who receives an overall satisfactory rating but receives ratings on multiple sub-standards which do not meet standards, the evaluator shall identify standards needing improvement, and complete Appendix B.
- 15.1.15 A Referred Participant Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge

of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.

- 15.1.16 Evaluation forms used shall be by mutual agreement of the Association.
- 15.1.17 Self-evaluation shall not be required by any unit member.
- 15.1.18 A written evaluation of a unit member's other duty assignment shall be made upon written request from the unit member (it does not include work or supervision assignments).
- 15.1.19 Evaluation Response. The unit member shall receive a dated copy of all written evaluations to be placed in their personnel file, which shall be signed by the evaluator and the bargaining unit member. Provisions shall be made for:
 - a) comments by the unit member being evaluated as required by Education Code Section 44031, and
 - b) a statement that the unit member's signature does not necessarily indicate approval of the evaluation, but does indicate that the unit member has read the document and has been provided the opportunity to respond.
 - 15.1.20.2.3 The CWT of the bargaining unit member shall not be performed by the primary evaluator.
 - 15.1.20.2.4 A good-faith effort will be made to provide feedback to the bargaining unit member within three (3) days and provide reflection time with the teacher.
 - 15.1.20.2.5 Provide staff development that improves the learning of all pupils.
- 15.1.20.3 Use of CWT in a bargaining unit member's evaluation shall result in the evaluation not being placed in the bargaining unit member's personnel file.
- 15.1.20.4 All CWTs must be equitable.
- 15.1.20.5 CWTs cannot be substituted for observations.