

ARTICLE IX - EVALUATION PROCEDURES

- A.** The purpose of evaluation is the improvement of the competence of all bargaining unit members employees and thereby the improvement of the quality of education of all students in the District.
- B.** Evaluation shall be a comprehensive process based upon a District-wide statement of objectives and standards of expected student achievement as expressed within the current vision and mission of the District. The final decision on required standards of expected student achievement as expressed within the current vision and mission of the District shall remain with the Board.
- C.** These procedures shall apply to all bargaining unit members except that in the case of bargaining unit member interns hired pursuant to Section 44830.3. of the Education Code, the evaluation provided for in this Article shall occur at least twice in each of the first (1st) two (2) years of service as a bargaining unit member intern. The Principal shall evaluate each bargaining unit member during the first two (2) years of service or shall appoint another administrator for this purpose.
- D.** Evaluation of bargaining unit members shall be in accordance with the provisions of the Stull Act (Sections 44660 et. seq. of the Education Code).

E. Pre-planning Procedures

Each bargaining unit member shall participate in the setting of objectives and standards of student achievement for each class taught, which may include identifying conditions, if any, for meeting the objectives and standards of student achievement.

1. These standards shall be consistent with District goals and standards.
2. Data to facilitate such evaluation of student achievement may be secured through a number of procedures in addition to pre and post-tests.
3. Student achievement based upon these established standards and objectives shall also be criteria for employee evaluation.

4. All bargaining unit members, except bargaining unit members in their first (1st) year of employment, shall bring a draft copy of the planning guide to their first (1st) meeting with their evaluator. First-year bargaining unit members' planning guide shall be completed mutually during their first meeting with their evaluator.

a. Bargaining unit members shall use only the evaluation document tools relevant to their job descriptions found in Appendix I of this agreement.

F. Evaluation Procedures

Certificated management employees shall have the responsibility for completing written evaluation reports and submitting copies thereof to the bargaining unit members evaluated. Such reports shall be based on at least two (2) formal class observations. The bargaining unit member shall be given the opportunity to sign the evaluation signifying only that the bargaining unit member has read it and not necessarily that the bargaining unit member agrees with it. Certificated management evaluators are responsible for the content of evaluation reports and information obtained from other sources must be clearly identified, documented, corroborated by other sources. Permanent bargaining unit members who have served in the District for at least five (5) years in permanent status and who have received an overall proficient or better rating on their most recent previous evaluation shall have the option to select the certificated management evaluator whom they prefer, according to the following process, and subject to the limitations contained therein:

1. At the beginning of each school year, the names of certificated management evaluators shall be emailed to all bargaining unit members and posted on bargaining unit members' bulletin boards at all schools and other work sites of the District. There shall be at least twenty-four (24) hours notice, informing bargaining unit members where and at what time sign-up for evaluators will take place.
2. The number of evaluatees for which each certificated management evaluator is responsible shall be clearly shown.

3. Permanent bargaining unit members scheduled for evaluation during the year shall have the option of selecting from among the designated certificated management evaluators at the bargaining unit member's work site by signing up for specific managers on a first-come, first-serve basis.
4. This process shall continue until each certificated management evaluator has received the number of identified evaluatees for which the evaluator is scheduled to evaluate, or the sixth (6th) week of school, which ever happens first.
5. In cases where an evaluatee, through this process, must choose an evaluator who the evaluatee believes is not appropriate, the evaluatee may submit a request for a change of evaluator to the site principal, who shall forward the request to the Assistant Superintendent of Human Resources. Any such request shall be made no later than the 8th week of the beginning of the work year for bargaining unit members. Upon receipt of the request the Assistant Superintendent shall grant a change of evaluator to the evaluatee. The alternative evaluator shall be selected at the discretion of the Assistant Superintendent from other evaluators at the site or in the District at large.
6. Evaluation and assessment of bargaining unit members shall involve an additional evaluator when requested by the bargaining unit member within the evaluation cycle.

An individual conference to discuss the summative evaluation shall be held at least sixty (60) days prior to the end of the school year. The bargaining unit member may submit a written response to the evaluation. The bargaining unit member shall have five (5) working days in which to submit the written response, and up to five (5) additional working days with the approval of the Principal or Assistant Superintendent of Human Resources.

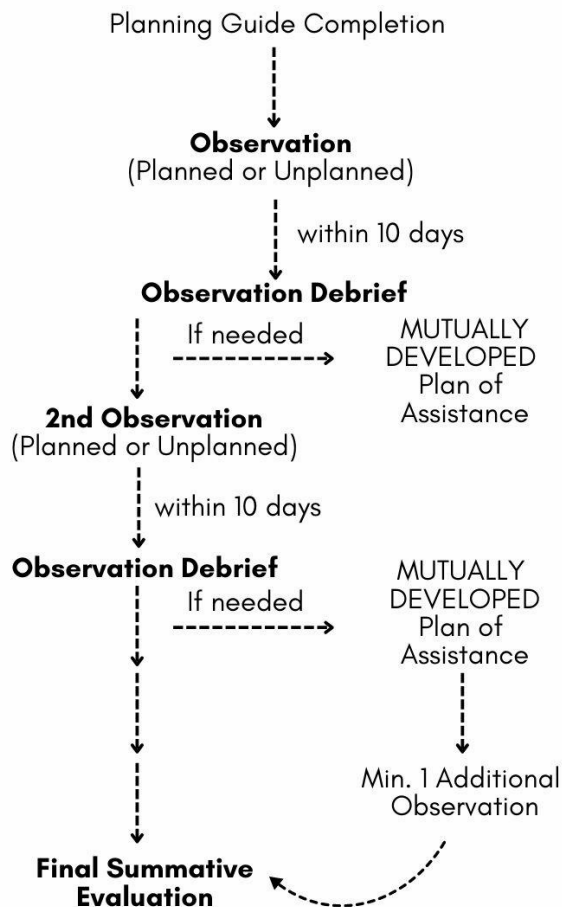
Summative Evaluation report(s) and any written response or any statement regarding the conference shall be filed in the bargaining unit member's personnel folder in the District Human Resources Office. Summative evaluation information contained in bargaining unit member personnel files shall be available only to those persons authorized by law to review such information. If, however, the bargaining unit member feels that the procedures for evaluating have

not been followed, they may file a grievance on that basis, in which case the evaluation shall bear an attached statement on its face that a grievance is being processed. Until that grievance is resolved, the evaluation shall not become a permanent record.

- G. If a bargaining unit member is under a Plan of Assistance, the written observation forms shall include reference to the plan and the progress or lack of progress the bargaining unit member has made on the plan in accordance with the annual evaluation timeline mutually agreed to by SVFT and the district.
- H. Summative evaluations of bargaining unit members shall include the written observations, documentation, and Plan(s) of Assistance, if appropriate that include specific recommendations for any area which needs improvement or is unsatisfactory in performance. Statements included in the summative evaluations shall relate to established criteria as set forth in Sections D. and E. contained herein. Under no circumstances shall the evaluator use any information concerning an event of a derogatory nature of which the bargaining unit member was not informed within twenty (20) working days of verifying the legitimacy of the precipitating event(s). Subsequently, one (1) or more conferences shall be held with the bargaining unit member to assist them in correcting deficiencies previously noted. A record of such conferences, including deficiencies, which have been corrected, shall be prepared by the evaluator for the file of the evaluatee and a copy submitted to them.
 - 1. Any Summative Evaluation with one (1) or more of the evaluation standards, exclusive of locally-bargained Standard Seven (7), rated as "Unsatisfactory" shall be considered an overall rating of "Unsatisfactory" No bargaining unit member shall be given a "Needs Improvement" or "Unsatisfactory" rating for refusing to participate in professional development outside of the professional duty day or contracted work year.
 - 2. A permanent bargaining unit member receiving a Summative Evaluation with an overall rating of "Proficient" or better may, with the approval of the site administrator, participate in the alternative evaluation procedures provided pursuant to paragraphs L or N herein below.

3. Each written formal observation shall include a classroom or appropriate workplace setting, observation documented on the agreed upon observation form, documentation, and recommendation(s), if applicable, for any area which needs improvement.
- a. Each formal-observation shall be followed by a post observation conference at which the bargaining unit member shall receive a copy of the completed formal observation report. If the observation report contains recommendations to improve areas that might result in a rating of unsatisfactory performance or needs improvement, the evaluator shall provide a written Plan of Assistance. The Plan of Assistance shall be jointly developed by the evaluator and evaluatee that shall be witnessed by a Federation representative upon request by the evaluatee. In the event an agreement cannot be reached on the Plan of Assistance after mutual attempt to develop a joint plan, the evaluator shall make the ultimate decision on the Plan. The terms of the post-observation Plan of Assistance shall be reviewed during subsequent observation(s) and implemented at least twenty (20) days prior to the conference to discuss the summative evaluation report. If a third (3rd) follow-up observation takes place after January 31st, the post observation conference may be combined with the summative evaluation conference. The post observation conference shall include a discussion of the observation, and the plan of assistance if applicable.
 - b. Each post-observation conference should be held within ten (10) working days of the observation unless there are extenuating circumstances or there is mutual agreement between the evaluator and the bargaining unit member.
 - c. The bargaining unit member may, until January 31st in the year, request verbally, which shall be confirmed in writing within 24 hours, a follow up observation by the evaluator which shall be granted. A post-observation conference shall also be held. If the performance needs improvement in any area, recommendation(s) shall be developed by the evaluator.
 - d. All summative evaluations that have areas marked as "Needs Improvement" or "Unsatisfactory" shall have been preceded by a Plan of Assistance as described in 3-a of this Article.

SUHSD EVALUATION CYCLE



- I. These evaluation procedures shall be implemented in accordance with calendar prepared annually by the District Human Resources Office. (See appendix D.)
- J. Nothing contained herein shall preclude the right of the District to make additional observations or evaluations during any year and/or implement Plans of Assistance for any bargaining unit member during any year, when documented need exists for such a Plan of Assistance.
- K. The bargaining unit member or a representative the bargaining unit member has designated in writing may review with the Assistant Superintendent of Human Resources or their authorized designee, evaluation materials contained in the District Office personnel file before or after regularly assigned duties. Subsequent to receiving the first (1st) copy of evaluation document free of charge, bargaining unit members may secure additional copies of evaluation documents at the

cost established in the District's policy on citizen access to public information.

- L. Subject to the provisions of Section I. above, permanent employees shall be evaluated every other year, and non-permanent employees shall be evaluated each year. Permanent employees with more than ten (10) years in the District may be evaluated every five (5) years upon the mutual consent of the evaluator and the evaluatee. Either the evaluator or the employee may withdraw consent at any time to the five-year evaluation schedule. For full time permanent R.O.P. bargaining unit members, evaluations shall normally be done every other year. Part-time and probationary R.O.P. bargaining unit members shall be evaluated annually.
- M. Notices of Unsatisfactory Performance pursuant to Education Code section 44938 shall not be given to a permanent certificated employee unless the District has complied with provisions of paragraph G. above.

N. **PEER EVALUATION PROCEDURE**

1. A permanent bargaining unit member with a minimum of ten (10) years of experience in their profession with five (5) of those years as a permanent certificated employee in the District may, with the agreement of another permanent bargaining unit member with a minimum of five (5) years of experience in the District who is also scheduled for evaluation, participate in peer evaluation process subject to the following conditions:
 - a. Each permanent unit member must have had an overall evaluation rating of "Proficient" or better during the last two (2) evaluation cycles.
 - b. At the beginning of the school year in accordance with the agreed evaluation calendar for that year, those permanent bargaining unit members wishing to participate in the peer evaluation process must notify their respective evaluating administrator of their intent. The evaluating administrator shall either approve or deny any request within ten (10) school days.
2. At a pre-evaluation conference held in accordance with the District's evaluation calendar for the year, the peer evaluators and

their evaluating administrator shall meet, discuss, and mutually agree upon the evaluation plan. The evaluation shall be on the forms negotiated by the District and SVFT.

3. Bargaining unit members who choose peer evaluation shall utilize their assigned preparation period to complete observations. In situations where the prep period does not align with their chosen peer's teaching period, release time shall be provided for the completion of the two (2) observations.
4. Nothing above shall be construed to release evaluatee(s) from their normal job responsibilities, the need to adhere to State and District curriculum requirements and the teaching practices outlined in the evaluation standards as described in the standard evaluation form, and the Education Code.
5. The peer evaluators shall present the results of the agreed-upon evaluation plans to their evaluating administrator. At a final evaluation conference with the evaluatees, the evaluating administrator shall review the evaluation process and contents. If the evaluating administrator concurs, the evaluator shall finalize the evaluation process by signing the summary evaluation forms for inclusion in their respective personnel files. In the event that the evaluating administrator disagrees with the process or content, the evaluator shall attach a written statement outlining the reason for the disagreement. The evaluation, with the written attachment, shall be submitted to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources may authorize the administrator to conduct an evaluation the following year.
6. The evaluation plan may be modified by mutual agreement between the peer evaluatees and the evaluating administrator or the peer evaluation process or the peer evaluation process may be terminated at any time by the peer evaluatees or the evaluating administrator. The evaluatees participating in the peer evaluation process may unilaterally elect to return to the regular evaluation process by notifying the Principal, in writing, no later than December 1st of the evaluation year. In the event of a change to the regular evaluation process, both parties shall mutually agree on objectives and an appropriate timeline, which shall supersede the timeline specified in the District evaluation calendar for that year.

7. Except as noted above, all other sections of Article IX shall remain in force for the peer evaluation process.

ARTICLE X - PROFESSIONAL STANDARDS

No bargaining unit member shall be disciplined except for just cause. Discipline imposed shall be proportionate to the proven offense taking into account, where appropriate, the concept of progressive discipline.

- A.** For the purpose of this Article, "discipline" means any suspension without pay for up to fifteen (15) days and/or any derogatory (not directive) writing issued by the District to a bargaining unit member which may serve as a basis for affecting the status of that bargaining unit member's employment. For purposes of this Article, "writings" shall include but not be limited to Notices of Unprofessional Conduct pursuant to Education Code section 44938. Notices of Unprofessional Conduct shall not be grievable under this Article while charges of dismissal based on the facts contained in the Notice are filed against the bargaining unit member, or if the bargaining unit member is terminated or found to have committed the alleged act by a Commission of Professional Competence.
- B.** Alleged violations of this Article shall be processed through the grievance procedure except: (1) that the decision of the arbitrator with respect to any alleged violation(s) of this Article shall be final and binding on the parties; (2) that grievances under this Article to challenge Notices of Unprofessional Conduct shall not be filed until after one hundred twenty (120) calendar days from the expiration of the notice period; (3) that the time limit for filing a grievance to challenge a Notice of Unprofessional Conduct shall not begin to run until after 120 days from the expiration of Notice period; and (4) that all time limits pertaining to a grievance to challenge a Notice of Unprofessional Conduct shall be tolled while charges of suspension or dismissal based upon the facts contained in the Notice are pending against the bargaining unit member.
- C.** The arbitrator shall have the power to rule on all issues of procedural and substantive arbitrability that arise as a result of grievances that allege a violation of this Article.