

## ARTICLE 6: EVALUATION PROCEDURES

- 6.0 It is understood and agreed by both the Association and the District that educators/practitioners are professionals that continue to grow and improve in their craft throughout their career. It is the intent of this article to establish a system and an environment that provides practitioners at all levels of experience and effectiveness a framework to deepen their professional practice. Furthermore, this system is designed to encourage collaboration among all practitioners, administration, and resource personnel to ensure that all students are supported, socially, emotionally and academically. The California Standards for the Teaching Profession (CSTP), are the basis framework for the evaluation process.
- 6.1 The District shall evaluate every probationary bargaining unit member no less than once each year. The evaluation shall be completed by the 155<sup>th</sup> day of instruction for all bargaining unit members. The governing board shall notify the employee, on or before March 15<sup>th</sup> of the employee's second complete consecutive school year of the decision to reelect or not to reelect the employee for the next succeeding school year. (Ed. Code 44939.21 (b)).
- 6.2 Every tenured bargaining unit member employed with the school district less than ten (10) years shall be evaluated, in writing, no less than once every other year. Each employee shall be evaluated the first year of tenure. The evaluation shall be completed by the 155<sup>th</sup> day of instruction for all bargaining unit members. This cycle does not preclude observations or a formal evaluation if warranted. District failure to meet the agreed upon timelines shall result in the postponement of evaluating the member at issue during the current year's evaluation cycle.
- 6.2.1 For the purposes of the evaluation schedule, those who receive an overall rating of "Satisfactory", shall be on an every other year formal evaluation cycle.
- 6.2.2 Bargaining unit members will be informed in writing by the 100<sup>th</sup> day of instruction if there are areas needing improvement. A "Needs Improvement" will require there to be at least one (1) additional observation in order to give bargaining unit members an opportunity to show improvement. If those areas of need continue, the Site Administrator may give a "Needs Improvement" evaluation which will constitute a written action plan implemented for the following year and the bargaining unit member may volunteer to participate in PAR the following year.
- 6.2.3 Bargaining unit members will be informed in writing by the 100<sup>th</sup> day of instruction if there are substantial areas needing improvement. A "Needs Improvement" will require there to be at least one (1) additional observation in order to give bargaining unit members an opportunity to show improvement. If those areas of need continue, the Site Administrator may give an "Unsatisfactory" evaluation and a letter explaining mandatory placement in Peer Assistance and Review program (as outlined in Article 6A) the following year.
- 6.2.3.1 Following the final evaluation process and prior to the end of the school year, a bargaining unit member receiving an 'Unsatisfactory' and having been placed in PAR will be teamed with a Consulting Member; an action plan will be created with the Site Administration, Participating Member, and Consulting Member based on the final Evaluation of Teaching Performance. The Participating Member will be linked with resources, trainings, and materials needed to develop and improve instruction as soon as possible.
- 6.2.4 Tenured employees with at least ten (10) years' experience with the school district, and whose previous evaluation rated the employee as Satisfactory, will be evaluated at least every five (5) years if the evaluator and certificated employee being evaluated agree in writing on the evaluation form in compliance with timelines of Article 6. This agreement will not be denied due to administrative turn-over. If the evaluator does not agree in writing to a five-year evaluation cycle, certificated

employees can appeal the decision to the Assistant Superintendent of Human Resources in writing. The certificated employee shall be informed of the decision within fifteen (15) working days. The certificated employee or the evaluator may withdraw consent in writing at any time prior to the end of the five year evaluation timeline.

6.3 In appropriate cases, as delineated in Education Code Section 44932, discipline and discharge procedures may be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any rights an employee may have to adequate notice of performance deficiencies and adequate opportunity to improve.

6.4 The evaluation cycles and timelines are outlined in Figure A, B, and C under Appendix E.

6.5 The evaluation form can be found in Appendix E.

6.6 Procedures for Evaluation and Assessment

The District Administrators shall evaluate and assess classroom employee competency as it reasonably relates to each of the following:

6.6.1 The progress of pupils toward the standards of expected student achievement at each grade level in each area of study.

6.6.2 The instructional techniques and strategies used by the employee.

6.6.3 The employee's adherence to curricular objectives.

6.6.4 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.

6.6.5 The descriptions of best teaching practices organized around the six interrelated categories of the California Standards for the Teaching Profession (CSTP) adopted by the State Department of Education and the Commission on Teacher Credentialing.

6.6.6 Additional evaluation and assessment guidelines or criteria related to an employee's assignment, job description, and adjunct duties as intended in the Stull Act or job responsibilities.

6.7 Members of the bargaining unit are encouraged to evaluate themselves on a continuing basis.

6.8 A bargaining unit member shall not be evaluated negatively if unable to attain teaching objectives as a direct and proximate result of adverse teaching conditions, including but not limited to, insufficient materials and / or lack of a reasonable and timely opportunity for training.

6.9 Nothing in the Article shall be construed in such a way as to unreasonably prevent the District's lawful exercise of its responsibility to evaluate and dismiss bargaining unit members.

6.10 Consistent with Stull Act requirements, the overall rating of a bargaining unit member shall be supported by evidence reported on the approved evaluation and observation forms. The overall rating shall include measures of the CSTP standards or other relevant certificated standards being observed or evaluated when making the final evaluation.

6.11 The private life of a bargaining unit member is not within the appropriate concern or attention of the Board except as it may hinder the bargaining unit member's performance of assigned functions.

6.12 Recourse Evaluation

6.12.1 A bargaining unit member, upon request, shall be granted additional

observations. Such observations shall be conducted by members of the administration other than the designated primary administrator, including administrators not assigned to the bargaining unit member's work location. Consistent with Stull Act requirements, the overall rating shall include measures of the CSTP standards. The final evaluation rating shall be determined by the combination of all observations generated.

6.13 Evaluation Committee

6.13.1 An Evaluation Committee shall be established for the purpose of studying, reviewing, and recommending updated evaluation procedures and evaluation tools, inclusive of observation, evaluation, and action plan forms. The Committee shall consist of three (3) administrators and three (3) teachers. The teacher members of this committee shall be appointed by the Association.

6.13.2 The findings and recommendations of all committees and task forces shall be subject to negotiations. The Association and the District will be jointly responsible for adhering to the goal of completing these forms by June of each year.

6.14 This Article shall not apply to Children's Center and Preschool bargaining unit members except as otherwise required by law.

ARTICLE 6A: PEER ASSISTANCE AND REVIEW

6A.1 The District and the Association shall implement a Peer Assistance and Review Program (hereafter referred to as PAR) for all bargaining unit members. The PAR program shall involve the Consulting Member (CM) who provides assistance and the Participating Member (PM). Teachers shall be referred to PAR on receipt of an "Unsatisfactory" evaluation and/or those who wish to participate in the program.

6A.2 Bargaining unit member(s) must apply and shall not be assigned in order to be considered for a Consulting Member (CM) position(s). The CM shall be a credentialed teacher with tenured status, at least five (5) years of experience, and/or a retired teacher in good standing with recent classroom experience. The CM must have exemplary teaching ability, communication skills, and mastery of strategies to meet student needs. The CM will be selected through an application and interview process which will include a classroom observation by a panel of two (2) bargaining unit members and one (1) district representative.

6A.3 Roles and responsibilities of the CM may include, but are not limited to, coaching, observations, feedback, demonstration lessons, lesson planning support, and classroom management strategies. The CM shall be responsible for:

6A.3.1 Completing training required to develop observation and coaching skills needed for PAR activities.

6A.3.2 Providing sustained assistance to the PM which shall include an improvement plan developed in collaboration with the PM and the referring principal.

6A.3.3 Conducting requested and/or needed multiple observations of the PM during classroom instruction and conducting post-observation conferences on a regular basis.

6A.3.4 Providing assistance to help the PM meet the performance standards and criteria set by the California Standards for the Teaching Profession.

6A.3.5 Meeting with the PM and the principal to discuss the PAR program, assist in establishing performance goals consistent with student needs and District learning standards, and participating in the development of an improvement plan and measurable goals as well as the process for determining successful completion of

- the PAR program for the time period agreed upon.
- 6A.3.6 Carrying out duties of the CM in a professional manner and maintaining confidentiality of the PM outside of the required conversations and discussions with all contacts.
  - 6A.3.7 Linking the PM with resources, training and materials needed to develop and improve instruction. Providing assistance in mutually agreeable areas that impact instruction and student learning.
  - 6A.3.8 Actively participate in required training.
- 6A.4 The components of this agreement which require the expenditure of District funds shall only be operative so long as the funding provided is adequate to support the program without encroaching on the District unrestricted general fund.
- 6A.4.1 Full time classroom teachers/specialists /instructional coaches may support one Participating Member and will be compensated at the following annual stipend, paid in two parts: in January and June of each year.
    - a. 1PT = \$3,000
- 6A.5 Contractual agreements reached between the District and third party providers that implement the PAR should comply with the financial guidelines of this agreement unless otherwise agreed between the Association and the District or required by law.
- 6A.6 The CM shall not be considered management or supervisory based upon their participation in PAR. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. The District shall hold these teachers and administrators harmless for actions occurring within the scope of their responsibility for participation in PAR. The decisions of the CM which might lead to a decision by the District to bring dismissal actions are discretionary, not ministerial, and are not grievable nor subject to unfair practices for failure to meet a duty of fair representation. PMs retain all rights to due process regarding termination of employment. Consulting Members shall not participate in discussions or vote on any matter in which they have a professional or personal conflict of interest.
- 6A.7 It is intended that all documentation and information related to participation in the PAR program be regarded as a personnel matter and, as such, is subject to the personnel record exemption in Government Code §6250 et seq. Even though it is recognized that the act of teaching is not a private act and is subject to public discussion, Consulting Members, Participating Members and administrators shall keep their work with a Participating Member confidential.
- 6A.7.1 A PM shall not be evaluated on the basis of participation in PAR, and any results or products shall not be placed in the District Office personnel file. Participation is solely for the purpose of peer assistance and shall remain confidential. A PM may terminate participation in the PAR program at any time.

ARTICLE 6B: TEACHER INDUCTION PROGRAM (TIP)

- 6B.1 Candidate Teachers will be required to complete the TIP program.
- 6B.2 Candidate Teachers will receive a \$500 annual stipend upon completion of each year's requirements as determined by the District.
- 6B.3 All teachers employed by the District that qualify for TIP will be required to participate and complete the up to two year TIP program as a condition of employment.
- 6B.4 Mentor Teachers

- 6B.4.1 Bargaining unit members must apply and shall not be assigned in order to be considered for a Mentor Teacher position. The Mentor Teacher shall be a credentialed teacher with tenured status, at least five (5) years of experience, and/or a retired teacher in good standing with recent classroom experience. The Mentor Teacher must have exemplary teaching ability, communication skills, and mastery of strategies to meet student needs. Mentor Teachers will be selected through an application and interview process which shall include a classroom observation.
- 6B.4.2 Roles and responsibilities of Mentor Teachers may include but will not be limited to:
- 6B.4.2.1 Actively participate in required Mentor training for year one (1), year two (2), and all periodic updates.
  - 6B.4.2.2 Complete required documentation.
  - 6B.4.2.3 Meet weekly with Candidate Teacher(s) for an average of one and one-half (1.5) hours each week, for twenty-nine (29) weeks each year, for up to two years.
  - 6B.4.2.4 Review and approve documents provided by the Candidate Teacher. Observe Candidate Teacher's classroom performance in order to provide feedback to the bargaining unit member.
  - 6B.4.2.5 Support and guide Candidate Teachers in induction requirements.
  - 6B.4.2.6 Support the Candidate Teacher in the collection of evidence that meets program standards regarding their teaching practice up to the two-year period.
- 6B.5 Compensation
- 6B.5.1 Full time classroom teachers, specialists, or instructional coaches may support a maximum of three (3) Candidate Teachers and will be compensated at the following annual stipends, paid in two parts: in January and June of each year.
    - a. 1<sup>st</sup> CT = \$3,000
    - b. 2<sup>nd</sup> CT = Additional \$1,000
    - c. 3<sup>rd</sup> CT = Additional \$1,000
  - 6B.5.2 Mentors working with Candidate Teachers that clear their S.B. 2042 credential through TIP will be paid an additional \$100 for each credential cleared.
  - 6B.5.3 A bargaining unit member on special assignment may provide TIP support to a maximum of 18 teachers as 50% of their regularly assigned duties (prorated if less).
- 6B.6 Contractual agreements reached between the District and third party providers that implement TIP should comply with the financial guidelines of this agreement unless otherwise agreed between the Association and the District or required by law.
- 6B.7 The components of this agreement which require the expenditure of District funds shall only be operative so long as the funding provided is adequate to support the program without encroaching on the District unrestricted general fund.