

1 **ARTICLE 10: EVALUATION PROCEDURES**

2 **Section 10.1 - General.** The District is responsible for the evaluation assessment of the performance of each  
3 unit member, subject to the procedural requirements.

4 a. The time and number of scheduled observations and related conferences, for the purpose of evaluation,  
5 are determined by the following sections of this Article.

6 b. 1. Non permanent unit members shall be evaluated twice a year.

7 2. Unit members with permanent status shall be evaluated once every other year.

8 3. Unit members with permanent status who have been employed at least ten years with the school  
9 district, are highly qualified, or working in a position that is not required to be highly qualified as defined  
10 in 20 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as satisfactory or  
11 exemplifies element, shall be evaluated every five years. The certificated employee or the evaluator may  
12 withdraw consent and return to the evaluation cycle described below. In the event that state law  
13 concerning five year evaluation cycle is modified by the Legislature, the parties agree to meet and  
14 negotiate concerning this subject.

15 c. Within the first thirty (30) instructional days of the school work year, each unit member to be evaluated  
16 shall be given formal, written notification of that fact. This notification shall identify the prime  
17 evaluator. The administrator shall provide each unit member with the evaluation procedures and a copy  
18 of the instrument to be used. Furthermore, the evaluatee shall be provided copies of and time to  
19 review the following materials:

20 1. The California Standards for Teaching Profession – Element Descriptions and Descriptions of  
21 Practice including District Standard 7-Professional Duties and Responsibilities.

22 2. The evaluatee’s job description for:

23 a. Elementary assignment;

24 b. Middle or High School assignment; or

25 c. Non-teaching assignment.

26 3. Duties to be performed as an adjunct to the unit member’s regular assignment as listed under  
27 the Article on Hours of Employment (Article 8, Section 8.2a and 8.2b).

28 d. An initial conference shall be held prior to the end of forty (40) instructional days from the beginning of  
29 the unit member’s school year/initial track between the prime evaluator and evaluatee. The initial  
30 conference may include, but is not limited to the following:

31 1. Standards and elements as set forth in the California Standards for the Teaching Profession –  
32 Element Descriptions and Descriptions of Practice including District Standard 7-Professional  
33 Duties and Responsibilities.

34 2. The evaluation procedures and District forms that will be used.

35 e. A unit member shall not be required to complete or submit additional documentation, including

1 portfolios or notebooks, as evidence of how they intend to, or have met each standard. Unit members  
2 may choose to provide additional documentation of evidence of meeting the elements of the standard.

- 3 f. The evaluation process may be conducted by an administrator to whom the unit member is directly  
4 responsible. or, upon mutual agreement, by another District Administrator. The unit member shall  
5 submit a written request for an alternate evaluator to Human Resources by the tenth (10) working days  
6 after receiving the initial notice of evaluation. If mutual agreement is not reached, the ACE President  
7 and the Director of Human Resources shall make the decision by mutual consent, the evaluative  
8 procedure may be delegated from the prime evaluator. The newly delegated evaluator is ultimately  
9 responsible for the final written evaluation summary, which must bear that person's signature. The  
10 newly delegated evaluator may consult with the site administrator prior to completing the final  
11 evaluation summary. A unit member shall not be required to participate in the evaluation of other unit  
12 members.
- 13 g. For purposes of this Article the unit member shall determine the lesson plan format. Lesson plans shall  
14 include objectives/content standards, activities, and a method of checking for student understanding.
- 15 h. Non-permanent unit members may be required to turn in lesson plans on a weekly basis. The unit  
16 member shall determine the day on which they shall submit their plans. Permanent unit members shall  
17 only be required to have current weekly lesson plans available in their classroom.

18 **Section 10.2 - Evaluation Criteria.**

19 **a. Teaching Unit Members**

- 20 1. The District shall evaluate and assess teaching unit members' competency as it relates to the  
21 California Standards for the Teaching Profession - Element Descriptions and Descriptions of  
22 Practice including District Standard 7- Professional Duties and Responsibilities.
- 23 2. The evaluation and assessment of certificated employee performance pursuant to this section  
24 shall not include the use of publishers' norms established by standardized tests (In accordance  
25 with Ed Code 44662 e).
- 26 3. Nothing in this section shall be construed as in any way limiting the authority of school district  
27 governing boards to develop and adopt additional evaluation and assessment guidelines or  
28 criteria. (In accordance with Ed Code 44662 f).

- 29 **b. Non-Teaching Unit Members** – All non-teaching unit members shall be evaluated pursuant to this  
30 Article by their immediate supervisor, or by a District Administrator pursuant to provisions of Section  
31 10.1.f of this Article.

32 **Section 10.3 - Specific Evaluation Procedures.**

- 33 a. Formal Observations - The evaluation of a unit member shall be based on the direct observation of a  
34 unit member's work. No unit members' evaluation will be based on hearsay information.
- 35 1. The prime evaluator will notify the unit member at least two (2) days in advance of the day the

1 observation is to be made. Unit members with probationary status and the prime evaluator will  
2 each determine one of the subject(s)/areas/classes in which the evaluation will take place. The  
3 prime evaluator and the permanent unit member will mutually determine the  
4 subject(s)/areas/classes in which the evaluation will take place. Resolution of mutual  
5 agreement will be decided as in Section 10.1.f. The unit member will prepare “The Formal  
6 Observation Form”. The form will be given to the prime evaluator at least one (1) day in  
7 advance.

- 8 2. Unit members with permanent status shall have one formal observation of not less than twenty  
9 (20) minutes.
- 10 3. Unit members with probationary status shall have two formal observations of not less than  
11 twenty (20) minutes each.

12 **b. Formal Observation Conference**

- 13 1. Should the prime evaluator find that two (2) or more elements of the California Standards for  
14 the Teaching Profession - Element Descriptions and Descriptions of Practice including District  
15 Standard 7- Professional Duties and Responsibilities are deemed “unsatisfactory”, the prime  
16 evaluator shall schedule a conference with the unit member within ten (10) work days of the  
17 observation. If the unit member is absent on the day of the scheduled conference, the ten (10)  
18 work days shall be extended by the number of days absent if it cannot be rescheduled within  
19 the 10 days. The prime evaluator and the unit member shall develop in this meeting an  
20 Assistance Plan as described in Section 10.4.
- 21 2. If the prime evaluator deems that the unit member needs more observation than provided in  
22 Section 10.3.a.2 or Section 10.3.a.3, the prime evaluator shall schedule subsequent classroom  
23 visitations to determine progress. The evaluatee shall be kept informed of the progress made  
24 and the results of any such interim visitations.
- 25 3. Nothing in this section shall preclude the prime evaluator from conducting informal classroom  
26 visitations.

27 **c. Formal Evaluation:**

- 28 1. There shall be one (1) formal evaluation summary given to the unit member, no later than thirty  
29 (30) work days prior to the end of the unit member’s last track and/or school year, produced by  
30 the unit member's prime evaluator.
- 31 2. Unit members with probationary status shall have two (2) written formal evaluation summaries  
32 produced by the unit member’s prime evaluator. The first of these must be produced,  
33 presented and given to the unit member prior to December 15. The final summary evaluation  
34 shall be completed, presented and given to the unit member no later than thirty (30) work days  
35 prior to the end of the unit member’s last track and/or school year.

1 3. The prime evaluator shall provide the unit member with written copies of all formal materials  
2 used in preparing the evaluation summary. The prime evaluator and the unit member will  
3 discuss areas of agreement and disagreement.

4 4. The unit member's signature on the evaluation summary does not indicate agreement with the  
5 prime evaluator's assessment, but indicates that the unit member has read it. The unit member  
6 has the right to prepare a written response, which shall be given to the prime evaluator and  
7 attached to the summary evaluation to become a permanent part of the record.

8 **Section 10.4 – Assistance Plan.**

9 a. An Assistance Plan shall not be used for disciplinary purposes. Discipline: refer to Article 21.

10 b. During a formal evaluation year, if the prime evaluator has identified 2 or more elements in the  
11 California Standards for Teaching Profession–Element Descriptions and Descriptions of Practice,  
12 including District Standard 7–Professional Duties and Responsibilities, which are unsatisfactory, an  
13 Assistance Plan shall be developed. The evaluator shall set a specific time period for improvement of  
14 not less than 30 work days unless the serious nature of the problem necessitates a shorter time line.

15 c. A written copy of the Assistance Plan incorporating the areas below, shall be given to the unit member  
16 within ten (10) work days after the conference to review and discuss the Assistance Plan with the unit  
17 member. If the unit member is absent on the day of the scheduled conference, the ten (10) work days  
18 shall be extended by the number of days of absent if it cannot be rescheduled within the 10 days.

19 d. The Assistance Plan shall include the following for each element:

20 1. Activity(ies) the teacher will complete to show growth or competency of the element(s).

21 2. The assistance to be provided.

22 3. The expected evidence that will document the completion or accomplishment of the  
23 activity(ies).

24 e. There shall be a follow-up conference and written assessment at the conclusion of the Assistance Plan at  
25 which time the evaluator shall inform the employee as to whether or not the goals of the Assistance  
26 Plan have been satisfactorily achieved. An additional Assistance Plan may be developed if the goals of  
27 the Assistance Plan have not been achieved.

28 **Section 10.5 – Performance that is Unsatisfactory.** Should the final summary evaluation show that a permanent  
29 unit member is unsatisfactory in any combination of three elements of Standards 1, 3 and 4, Article 19 (Peer  
30 Assistance and Review) shall apply. The final evaluation summary is the only document, which mandates a unit  
31 member to Peer Assistance and Review program.

32 **Section 10.6 - District Rights.** While evaluation procedures may, in many cases, be related for evidentiary  
33 purposes to disciplinary and discharge proceedings, discipline and discharge procedures may, in appropriate  
34 cases, be undertaken independently of the evaluation procedures of this Article.

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1 **ARTICLE 11: PERSONNEL FILES**

2 **Section 11.1 - District Files.** The District shall maintain the unit member’s personnel file at the District central  
3 office. Materials not accessible for inspection by the unit members include reports and records obtained by the  
4 District prior to the unit member’s employment, materials prepared by identifiable examination committee  
5 members or which were obtained in connection with a promotional examination.

6 **Section 11.2 - Inspection of File.** The unit member or, upon written authorization by that unit member, a  
7 representative of the Association, shall be permitted to examine and/or obtain copies of materials in such unit  
8 member’s personnel file. Copies of materials in the unit member’s file may be obtained for a nominal fee. (A  
9 minimum of three (3) days advance notice must be given to the Human Resources Office for copies of material  
10 in the unit member’s personnel file.)

11 Inspection of files shall take place during normal District business hours, and the unit member shall be released  
12 from duty for this purpose without salary reduction. However, the unit member must make an appointment, in  
13 advance, with the Human Resources Office to arrange, as soon as possible, a specific time for reviewing his/her  
14 personnel file.

15 **Section 11.3 - Identification.** Any person who prepares written material for placement in the unit member’s file,  
16 shall sign the material and indicate the date on which the material was prepared. Information of a derogatory  
17 nature, except material mentioned in Section 11.1 above, shall not be entered or filed unless, and until, the  
18 employee is given notice and an opportunity to review and comment thereon. If, after conferring with the unit  
19 member and the complaining party, the District is satisfied that the derogatory allegations are creditless and  
20 without merit, the material containing such allegations will be disregarded and shall not be placed in the unit  
21 member’s file.

22 **Section 11.4 - Access.** Access to personnel files shall be limited to members of the District and Management  
23 Team members. The Board of Education may request a review of a unit member’s personnel file at a Board of  
24 Education meeting. A form shall be attached to the front of each file whereon the person reviewing the file shall  
25 put his/her signature, the date, and purpose for reviewing the file each time the file is reviewed. The contents  
26 of all personnel files shall be kept in strictest confidence.

27 **Section 11.5 - Exclusions.** Neither the provisions on adding material nor on reviewing a file shall apply to  
28 members of the Human Resources Office when they are performing the regular functions of their jobs.

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