

ARTICLE 6 - EVALUATION PROCEDURES

6.1 Frequency of Evaluation

6.1.1 Probationary Bargaining Unit Members

(Revised 3/12/96)

In accordance with this Article and the procedures set forth in the District's Evaluation Handbook (which procedures are hereby incorporated by reference), every probationary bargaining unit member shall be evaluated by an administrator in writing at least twice each school year. Prior to October 15, the evaluator and the first and second year probationary bargaining unit member shall meet formally, not during instructional time, to discuss criteria upon which the evaluation is to be based. Following this meeting, the evaluator shall determine the elements and modifications, if any, upon which the evaluation shall be based. If the bargaining unit member disagrees with that decision, he/she may file a statement to that effect.

The first evaluation for first and second year probationary employees shall be completed by December 15. If any areas are identified as below District standards, a second evaluation for first and second year probationary employees shall be held by March 15. In all cases, a final evaluation for first and second year probationary employees shall be completed by May 15th.

6.1.2 Permanent Bargaining Unit Members

In accordance with this Article and the procedures set forth in the District's Evaluation Handbook (which procedures are hereby incorporated by reference) every permanent certificated bargaining unit member shall be evaluated by an administrator in writing two times during the first two years of temporary and probationary employment. Year three through ten evaluations may be every other year. After ten years, evaluations may be every three years. During the last year of employment, employees who indicate that they are going to retire at the end of that school year will not be evaluated during that school year. Upon request, the Association shall be provided with a list of bargaining unit members being formally evaluated during the current year. *(Revised 7/1/05)*

6.2 Process of Evaluation

6.2.1 Each evaluation shall be based upon a minimum of forty-five (45) minutes of observation. As a part of the evaluation process, one (1) formal

observation shall be a minimum of twenty (20) minutes. The remaining time may be divided between two (2) or more informal observations. The bargaining unit member shall have a conference and receive a written summary of the formal observation within four (4) working days of the formal observation. This requirement is limited to the resident teaching staff. Observations shall not be held when student teachers are responsible for the class.

- 6.2.2 Any bargaining unit member who believes he/she received an overall negative observation shall, upon request, be entitled to one (1) subsequent observation, conference, and written summary as prescribed in Section 6.2.1 above. Additionally, the evaluatee may attach a counter statement to any negative observation summary. Both parties may agree to a second evaluator, who shall be a District administrator.
- 6.2.3 Evaluation reports shall be prepared in triplicate with the original going to the Personnel Office, one (1) copy to the bargaining unit member being evaluated, and the other copy to the evaluator. The original is to be signed by the evaluator and the evaluatee.
- 6.2.4 The established grievance resolution procedure of the District may be utilized for processing any disputes which arise over evaluation procedure.
- 6.2.5 During a year in which a permanent bargaining unit member is not being formally evaluated, (s)he may request that the supervising administrator conduct two or more classroom observations totaling forty-five (45) minutes or more. The purpose of the observation is to cooperatively work together to improve instructional skills. No record of this observation shall be placed in the bargaining unit member's personnel file. *(Revised 3/12/96)*
- 6.2.6 Prior to March 15th for second year probationary employees and May 15th for permanent employees, evaluators shall make recommendations concerning any unsatisfactory employee whose services may be considered for termination. *(Revised 4/5/93)*
- 6.2.7 Evaluators shall not base their evaluations of an employee on hearsay information.
- 6.2.8 Bargaining unit members will not be evaluated in the areas of art and music unless this is their assignment.

6.3 Alternative Evaluation for Permanent Bargaining Unit Members *(New Section 3/12/96)*

- 6.3.1 To promote openness and encourage creative approaches, it is agreed that a bargaining unit member evaluated under this section shall receive a satisfactory rating.

6.3.2 By October 15, the bargaining unit member and the evaluator shall agree to a written evaluation plan. The parties recognize that an alternative evaluation plan is intended to be a collaborative undertaking between the bargaining unit member and the supervisor. It is not the intention of the parties to restrict innovation and creativity; therefore, the following options are only examples (details of evaluation options will be provided to bargaining unit members):

6.3.2.1 Visitation/Co-Visitation:

Visitation may include observation of other teachers' classroom approaches, techniques, training, and/or inservice activity in or out of the District. Purpose is feedback to bargaining unit members.

6.3.2.2 Peer Observation/Coaching of the Bargaining Unit Member:

All communication regarding the actual observation/coaching, including the results thereof, shall be exclusively between the peers.

6.3.2.3 Feedback/Survey:

The design of any instrument or survey shall be agreed to by the bargaining unit member and supervisor. The result shall be available exclusively to the bargaining unit member.

6.3.2.4 Analyze Student Work Over Specified Time:

The purpose of the analysis shall be discussed by the bargaining unit members and the supervisor. The results of the analysis shall be available exclusively to the bargaining unit member.

6.3.2.5 Video Training:

All tapes shall remain the exclusive custody of the bargaining unit member.

6.3.3 No later than May 1, the bargaining unit member and the supervisor shall meet to review the year's evaluation activities.

6.3.4 Prior to May 15, the supervisor shall complete the Alternative Evaluation Plan. No other form is required.

6.4 Training and Assistance for Bargaining Unit Members Who Do Not Meet District Standards

(Revised 3/12/96)

6.4.1 Both the District and the Association recognize that a bargaining unit member's first priority is classroom instruction and management.

6.4.2 Probationary bargaining unit members shall not be given adjunct duties at their school sites that are substantially different in type or degree than other bargaining unit members.

6.4.3 Probationary bargaining unit members, unless they have three (3) or more years of previous teaching service, shall not be involuntarily assigned student teachers or to any District curriculum/instruction/planning/policy committee.

6.4.4 Individual Assistance Plan

For any bargaining unit member whose first evaluation is below District standards, an Individual Assistance Plan shall be provided by the District in writing to the bargaining unit member and the Association. This Individual Assistance Plan shall include:

- a. Criteria for improvement in performance.
- b. Duties not being performed in satisfactory manner according to District standards.
- c. Specific assistance and recommendations for improvement.
- d. Specific programs and persons from whom assistance can be obtained.

6.4.4.1 Prior to developing an Individual Assistance Plan, the supervising administrator and the probationary teacher shall meet and discuss the reasons why the Individual Assistance Plan is being developed. An Association representative may attend these meetings.

6.4.4.2 Monthly Job Improvement Meetings

Monthly job improvement meetings shall be held between the supervising administrator and the bargaining unit member for the purpose of monitoring the bargaining unit member's progress. An Association representative may attend these meetings.

6.4.4.3 Second Year Probationary Bargaining Unit Members

When an Individual Assistance Plan is developed for a second year probationary bargaining unit member following the first evaluation in a school year, the second year probationary bargaining unit member will be given until March 1 to meet the District standards set forth in the Individual Assistance Plan.

6.4.4.4 First Year Probationary Bargaining Unit Members

When an Individual Assistance Plan is developed for a first year probationary bargaining unit member, the first year bargaining unit member shall be given a reasonable time to meet the District standards set forth in the Individual Assistance Plan.

6.4.4.5 Classroom Observation Time

In addition to an Individual Assistance Plan, a probationary bargaining unit member, upon request, may be granted up to five (5) days of release time to observe successful teachers.

6.5 Personnel Files

6.5.1 A bargaining unit member shall be provided copies of any negative or derogatory material as applies to the evaluation before it is placed in his/her personnel file. Bargaining unit members may add a response to negative comments contained in an evaluation.

6.5.2 If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, the evaluations citing the deficiencies shall be removed from the evaluatee's file after a period of four (4) years after the remedial action and certification of the remedial action, provided, however, that after three (3) years, the evaluatee may file a written request for removal with the Superintendent.

6.6 Complaints

The channel for complaints concerning school personnel shall be from complainant to bargaining unit members to principal to Superintendent to Board of Trustees. Every effort will be made to satisfy the complainant at the earliest possible stage. Complaints not resolved through a discussion between the parent or guardian and the bargaining unit members concerned must be submitted in writing before further processing.

6.6.1 Any parent or guardian of a pupil enrolled in the District may make a written complaint regarding any District bargaining unit member.

6.6.2 All such complaints shall be on complaint forms available at the school sites, signed by the complainant, and submitted to the bargaining unit member's immediate supervisor.

6.6.3 Written complaints must be submitted within sixty (60) days of the event giving rise to the complaint.

- 6.6.4 Upon receipt of the complaint form by the immediate supervisor, the bargaining unit member shall be given a copy of such complaint and shall have the right to respond in writing. Any written response by the bargaining unit member shall be attached to the complaint. The bargaining unit member shall have the right to request to meet with the complainant in order to question the complainant regarding the accuracy and validity of the complaint.
- 6.6.5 If a response is requested by the complainant, the appropriate administrator shall reply in writing within twenty (20) work days from receipt of the complaint.
- 6.6.6 The complainant may contest the response of the administrator by written appeal to the Superintendent within twenty (20) work days of such response. The Superintendent, upon receipt of such appeal, shall respond within twenty (20) work days.
- 6.6.7 A negative and/or unsatisfactory evaluation shall not be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from parents or guardians of a pupil enrolled in the District unless the above procedures have been followed.
- 6.6.8 Complaints which are withdrawn or are not sustained shall neither be placed in the bargaining unit member's personnel file nor utilized in any evaluation or disciplinary action against the bargaining unit member.
- 6.6.9 Any complaint filed by a parent or guardian will not be used in the evaluation of a bargaining unit member or placed in that bargaining unit member's personnel file if the procedural steps described above have not been followed.