

ARTICLE 9: Evaluation Procedures

Purpose

The purpose of the evaluation process is to recognize good professional practices, to promote communication and provide useful feedback about job performance, to facilitate better working relationships, to provide a historical record of performance, and to contribute to professional development.

9.1 Frequency of Evaluation

- 9.1.1 Per Education Code Section 44664, evaluation and assessment of the performance of each unit member shall be made on a continuing basis as follows:
 - 9.1.1.1 At least once each school year for probationary unit members.
 - 9.1.1.2 At least every other year for unit members with permanent status.
 - 9.1.1.3 At least every five (5) years for unit members with permanent status who have been employed at least ten (10) years with the District, are a “highly qualified professional” as defined by 20 USC 7801, and whose previous evaluation rated the unit member as “Meets or Exceeds District Standards” in all areas on the evaluation form.
 - 9.1.1.3.1 Unit members who qualify for the exception outlined in 9.1.1.3 shall request it of their evaluator in writing following the receipt of the notice of evaluation.
 - 9.1.1.3.2 The evaluator shall have the sole authority to approve or deny the request. Approval of a request shall be valid for one year.
 - 9.1.1.4 Unit members designated as “Full Time Adult Education” shall be evaluated at least every other school year. Provisions of 9.1.1.3 shall also apply.
 - 9.1.1.5 If a unit member is to be evaluated during a particular year but is granted a leave of absence for one semester or longer, the evaluation will take place during the first year of return to duty.

9.2 Notice of Evaluation

- 9.2.1 Unit members scheduled for evaluation who are on active status as of the first day of school shall be notified not later than the end of the fourth (4th) full week of the school year in which they are to be evaluated. Unit members scheduled for evaluation who are hired or return from leave after the first day of school shall be notified within the first four (4) full weeks of their hire or return from leave date. The notification shall include a copy of Article 9 of this agreement, all relevant evaluation documents and forms, and the identity of their evaluator. The notification, documents, and forms shall be provided in digital format.
- 9.2.2 Should the administrator assigned to evaluate a unit member be unable to complete the evaluation due to the administrator's illness, leave of absence, transfer, resignation, or other circumstance resulting in their inability to observe and evaluate the unit member:
- (a) Unit members with permanent status may be assigned a mutually agreed upon evaluator. Should the unit member and the District fail to agree upon an evaluator, the unit member shall be evaluated the following school year.
 - (b) Unit members with probationary status shall be assigned an alternate evaluator by the District.
- 9.2.3 Should the administrator assigned to evaluate a unit member be unable to complete the evaluation due to the unit member being transferred to a different work site:
- (a) Unit members with permanent status may be assigned a mutually agreed upon evaluator. Should the unit member and the District fail to agree upon an evaluator, the unit member shall be evaluated the following school year.
 - (b) Unit members with probationary status shall be assigned an alternate evaluator by the District.

9.3 Initial Conference

- 9.3.1 Unit members scheduled for evaluation who are on active status as of the first day of school, shall have a conference with the evaluator by the end of the eighth (8th) full week of the school year. Unit members scheduled for evaluation who are hired or return from

leave after the first day of school, shall have a conference with the evaluator within the first eight (8) full weeks of their hire or return date.

9.3.2 The unit member shall arrive at the conference with a copy of their proposed Goals and Objectives for the school year.

9.3.3 The evaluator shall discuss the evaluation process, the documents and forms to be used, the evaluation timeline, and when possible, future dates for observations and conferences.

9.3.4 The evaluator shall review the unit member's proposed Goals and Objectives and discuss how they relate to District standards and expectations, professional standards and responsibilities, and professional growth.

9.3.5 The evaluator and the unit member shall make a good faith effort to mutually agree upon the Goals and Objectives.

(a) In the event of a disagreement, the evaluator and the unit member may invite a mutually-agreed upon third party to assist in its resolution. The third party shall recommend alternatives to the evaluator and the unit member.

(b) If a third party cannot be agreed upon, or if either the evaluator or the unit member rejects the proposed alternatives, the evaluator may specify revisions in writing. Each shall have an opportunity to state his/her position relative to the objective(s) in dispute, and to have a written statement attached to the final evaluation form.

9.3.6 The evaluator shall notify classroom teachers that their performance shall be evaluated and assessed as it reasonably relates to:

(a) The progress of students toward the established District standards of expected student achievement, and, if applicable, the state adopted academic content standards.

(b) The instructional strategies used by the unit member.

(c) The unit member's adherence to curricular objectives.

- (d) The establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibility.
- (e) The performance of non-instructional duties and responsibilities, including, but not limited to, supervisory and advisory, as may be prescribed by District management.

9.4 Observations and Data Collection

- 9.4.1 The evaluator shall conduct at least one formal observation of thirty (30) minutes or more utilizing the observation form no later than two (2) weeks prior to the last day of the first semester during the school year in which the unit member is to be evaluated. Additional observations may be made throughout the school year.
- 9.4.2 The evaluator shall endeavor to conduct a conference with the unit member within ten (10) work days of the formal observation to review the evaluator's observations as recorded on the observation form.
- 9.4.3 Periodic conferences may be scheduled by either the evaluator or unit member during the evaluation period to discuss observations, progress towards meeting Goals and Objectives, and/or the revision of Goals and Objectives.
- 9.4.4 Unit members and evaluators shall take positive action to correct any deficiencies noted during observations or otherwise.

The evaluator's role in assisting the unit member shall include, but not be limited to, the following:

- (a) A timely notification of the deficiency;
- (b) Specific recommendations for improvement;
- (c) Assistance with the implementation of such recommendations;
- (d) A method for measuring improvement; and
- (e) A reasonable timeline (as determined by the evaluator) for improvement, to include a follow-up observation date.

9.5 Evaluation Documentation

- 9.5.1 The evaluation of the unit member shall be reduced to writing, and a copy thereof shall be transmitted to the unit member no later than thirty (30) days before the last school day scheduled on the school calendar adopted by the governing board for the school year.
- 9.5.2 The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the unit member. If a unit member is not performing their duties in a satisfactory manner, according to the standards prescribed by the governing board, the evaluator shall notify the unit member in writing of that fact and describe the unsatisfactory performance. The evaluator shall thereafter confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the employee in their performance.
- 9.5.2.1 With exception of incidents of egregious misconduct, the evaluator shall not give a rating of "Does Not Meet District Standard" on the final evaluation documentation if the unit member did not receive prior notification of the deficiency and an opportunity to correct it.
- 9.5.3 Unit members with a final evaluation indicating "PAR Required" shall participate in the Peer Assistance and Review (PAR) program (if available), and be annually evaluated until they no longer receive a rating of "Does Not Meet District Standards" in any areas of their final evaluation, or are separated from the District.
- 9.5.4 Before the last school day scheduled on the school calendar adopted by the governing board for the school year, a meeting shall be held between the unit member and the evaluator to discuss the evaluation.
- 9.5.4.1 With the exception of the statutory deadline in 9.5.1 and 9.5.4, all other deadlines in this article may be extended within the same school year by mutual agreement between the evaluator and the evaluatee.
- 9.5.4.2 With the exception of the statutory deadline in 9.5.1 and 9.5.4, all other conference deadlines may be extended at the discretion of the evaluator should the unit member be unavailable to meet.

9.5.4.3 Should a unit member be unable to meet with their ~~his or her~~ evaluator for the evaluation conference by the statutory deadline in 9.5.4, the unit member shall be evaluated the following school year according to the contractual timelines.

9.5.5 The unit member has the right to have a written reaction or response permanently attached to the evaluation in their personnel file.

9.6 Unit members shall not be required to evaluate other unit members-

9.6.1 Results of a unit member's participation in the Peer Assistance and Review Program shall be made available to the referred participating teacher.

9.7 **Definitions**

9.7.1 **Goal**
A goal is a statement of broad direction or intent that is general and timeless and is not concerned with a particular achievement within a specified period of time.

9.7.2 **Objective**
An objective is a desired accomplishment that can be measured or judged within a given time and under specifiable conditions. The attainment of the objective(s) or progress toward attainment advances the system toward a corresponding goal.

9.7.3 **Prime Evaluator**

Probationary Employees - Principal

Permanent Employees - Principal or other mutually agreed upon Administrator

Traveling Permanent Employees - District Administrator with input from all site Principals

9.7.4 **Secondary Evaluator**

Mutually agreed upon participant(s) other than the prime evaluator involved in the evaluation procedure.

9.7.5 **Professional Growth**

Acceptable activities for professional growth shall include, but not limited to, the following:

- (a) courses from an accredited college and university;
- (b) participation in professional conferences, in-services, & workshops;
- (c) service as a teacher support provider;
- (d) participation in curriculum development projects;
- (e) cultural experiences, such as attendance at museums, or musical, dramatic or dance productions, or cross-cultural immersion in the language and culture of an ethnic group;
- (f) service in a leadership role in the teachers' association or other professional organization;
- (g) participation in education research;
- (h) publication of professional articles in professional journals;
- (i) travel related to teaching area and credential area;
- (j) participation as an exchange teacher;
- (k) membership on national, state, or local education related committees;
- (l) service as a master teacher for student teachers;
- (m) staff meetings called by bargaining unit member's immediate supervisor or other administrators;
- (n) participation in committees that plan staff development programs for staff members.

The District shall establish a joint committee of District administrators and CVSTA members to review and make recommendations on evaluation forms.