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TENTATIVE AGREEMENT

ECRA/UTLA

November 12, 2015

ARTICLE VIII – EVALUATION

- 8.1 Purpose: The purposes of these procedures are to evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, impose discipline where appropriate and continue to improve the quality of educational services provided by employees.
- 8.2 Evaluator: The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility. Any bargaining unit employee, including but not limited to a department chairperson, who objects to being required to evaluate another employee, shall not be required to do so, but may be required to participate in classroom visitations, guidance and assistance. As to evaluation of site-based support service personnel excluding library media teachers, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation.
- 8.3 Frequency: Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees. In the case of permanent employees who are deemed "highly qualified" under 20 U.S.C. Section 7801, and have been employed by ECRA for at least 10 years, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:
- 8.3.1 Any such arrangement for an evaluation beyond the two- year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.
 - 8.3.2 However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.
 - 8.3.3 Because these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of the notice provisions of paragraph b. above are subject to grievance procedures.

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- 8.4 Establishment of Objectives: Soon after commencement of the academic year the evaluator and employee shall work cooperatively to establish the employee's objectives for the year. This shall be accomplished through one or more planning conferences to discuss proposed objectives.
- 8.4.1 Individual performance objectives shall relate to, but not necessarily be limited to, the following:
- 8.4.1.1 Standards of expected student progress and achievement for the grade level and areas of study based on ECRA and special program determinations; and appropriate instructional objectives and strategy-planning methods, instructional materials, and methods of assessing student progress and achievement;
 - 8.4.1.2 Expected employee competence, including but not limited to knowledge of subject matter, adherence to curricular objectives, use of effective teaching and supervision techniques, effective use of time maintenance of appropriate professional relationships and communications with students, parents, and other staff members, and compliance with ECRA rules, policies, and standards;
 - 8.4.1.3 The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to the Article and sections regarding Hours; and
 - 8.4.1.4 The maintenance of proper student control and suitable learning environment, with mutual respect and proper sensitivity to such issues as race, sex, ethnicity, the handicapped, and socioeconomic differences.
 - 8.4.1.5 For non-teaching employees such as counselors, psychologists, and other service personnel, performance objectives shall be comparable to the above, but are to be related to the duties of their particular classification.
- 8.4.2 If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level for resolution. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement. In such cases the employee's required signature indicates only receipt and acknowledgment of the objectives which will be used for evaluation purposes.
- 8.4.3 During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the

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evaluator may initiate discussion toward such a modification. If the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level as set forth in the preceding paragraph.

8.5 Observations, Records, and Assistance: Observations should be followed by conferences to discuss the employee's performance. If problems are identified, the evaluator shall make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within five (5) working days of the conference, a copy of written records relating to observations, advisory conferences and assistance offered or given shall be given to the employee for the employee's information, guidance, and as a warning to improve performance.

8.6 Final Evaluation Report: Not less than 30 calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward objectives is evaluated. Prior to the end of the school year the evaluator shall hold a conference with the employee to discuss its contents. When a Final Evaluation Report is marked "Below Standard Performance," the evaluator shall specifically describe in writing the area of below standard performance, together with recommendations for improvement, and the assistance given and to be given.

8.6.1 The employee's required signature on the form does not necessarily indicate agreement with its contents, and the employee may attach a written response to each copy of the form within ten working days from date received. Such a written response becomes a permanent part of the record. The employee may also appeal the matter to the next higher administrative level.

8.6.2 The employee shall be given a copy of the Final Evaluation Report at the conference. A copy shall be placed in the employee's personnel file, and a copy retained by the school or office. Evaluation forms shall not be considered a public record.

8.6.3 Grievances: Evaluations are not subject to the grievance procedures of Article VI, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard.

8.7 Evaluation Request Upon Separation of Employment: If either the administrator or employee wishes to process an evaluation at the time of the employee's separation from employment. It shall be done and a copy furnished the employee at his address of record.

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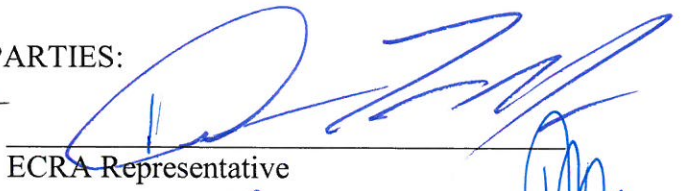
This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two weeks prior to the effective date.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

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UTLA Representative

Date: 1/28/16



ECRA Representative

Date: 1/28/16 