

ARTICLE 13: EVALUATION PROCEDURE

- 13.1** The evaluation and assessment program shall be a comprehensive one. It is the intent of the parties that the provisions of SB 813, as they relate to evaluation, will be incorporated into this evaluation procedure as needed.
- 13.2 EVALUATION CYCLES**
- 13.2.1** Every probationary unit member shall be evaluated by the administration in writing at least once each school year, no later than sixty (60) calendar days before the last scheduled school day in which the evaluation takes place.
- 13.2.2(a)** Every permanent unit member shall be evaluated by the administration in writing at least every other school year, no later than thirty (30) days before the last scheduled school day in which the evaluation takes place.
- 13.2.2(b)** Bargaining unit members who have permanent status and who have been employed at least ten (10) years with the school district as defined in 20 U.S.C., section 7801, and whose previous evaluation rated the employee as performing above or meeting standards, will be evaluated every three (3) years. Members on an Assistance Plan or Improvement Plan may be evaluated more frequently.
- 13.3** Each unit member shall participate in a Site level annual goal setting meeting, to review the District and Site level instructional goals. An on-cycle unit member will develop a personal goal related to the District/Site goals or their own professional development. This personal goal shall be mutually agreed upon between evaluator and evaluatee. These District, Site, and personal goals shall not exceed three (3) per year.
- 13.3.1** Off-cycle unit members shall not be subject to the same goal setting documentation requirements as on-cycle unit members.
- 13.3.2** The attendance records of site level annual goal setting meetings shall substantiate off-cycle unit members receipt of District and Site goals.
- 13.3.3** Each on-cycle unit member shall sign and date the Goal Setting Form to acknowledge receipt. (Goal Setting Form Appendix E-1, E-3(a), E-4(a), E-5(a), E-6(a), E-7(a), E-8(a), E-9(a), E-10(a) and E-11(a)).
- 13.4** Evaluation and assessment of the competence of certificated personnel shall be based upon behavior to include, but not limited to, consideration of: (See Appendix E-1, and E-9(a)).
- 13.4.1** Engaging and supporting all students in learning.
- 13.4.2** Creating and maintaining effective environments for student learning.
- 13.4.3** Understanding and organizing subject matter for student learning.
- 13.4.4** Planning instruction and designing learning experiences for all students.
- 13.4.5** Assessing student learning.
- 13.4.6** Developing as a professional educator.
- 13.4.7** Supporting learning environment for individuals with Special Needs (Special Education teachers only).
- 13.5** Evaluation and assessment of the competence of certificated personnel to be evaluated per Alternative Teacher Evaluation – Appendix E-3 shall be based upon, but not limited to, the criteria as mutually agreed upon within the Goals developed per Appendix E-3(a).

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

- 13.6** Evaluation and assessment of the competence of certificated personnel to be evaluated per Library Media Teacher – Appendix E-10 shall be based upon behavior as specified within the Evaluation Report Criteria, Appendix E-10(c).
- 13.6.1** Collaborative Teacher.
 - 13.6.2** Information Specialist.
 - 13.6.3** Instructional Leader.
 - 13.6.4** Program Manager.
 - 13.6.5** Developing as a Professional Educator.
- 13.7** Evaluation and assessment of the competence of certificated personnel to be evaluated per Teacher on Special Assignment – Appendix E-11 shall be based upon behavior as specified within the Evaluation Report Criteria, Appendix E-11(c).
- 13.7.1** Responsibility: Program Manager.
 - 13.7.2** Responsibility: Instructional Partner.
 - 13.7.3** Responsibility: Curriculum Development and Supervision.
 - 13.7.4** Responsibility: Community Liaison.
 - 13.7.5** Responsibility: Instructional Leader.
 - 13.7.6** Responsibility: Developing as a Professional Educator.
- 13.8** The principal or administrative designee is responsible for the evaluation of all school-based employees.
- 13.9** When a unit member has responsibilities at two (2) or more sites, the supervisor of each site will provide information relating to the evaluation. However, one supervisor shall be designated as the evaluator with responsibility for making the summary assessment report in writing and submitting a copy thereof to the employee evaluated. The designated evaluator shall be the supervisor of the site in which the employee has the greater assignment. In the case of assignments which are equally split, the employee may recommend an evaluator to the Personnel Administrator. The Personnel Administrator shall designate the employee's evaluator.
- 13.10** Evaluation shall be continual with frequent communication between the evaluator and the evaluatee.
- 13.10.1** No later than the end of the seventh (7th) week of the year in which the evaluation is to take place, a preliminary evaluation conference will be held between the evaluator and the unit member. At this time, the evaluator and unit member shall meet and mutually agree to the elements upon which evaluation is to be based. These elements will be outlined in the completed Goal Setting Form (Appendix E-1; E-3(a); E-4(a); E-5(a); E-6(a); E-7(a); E-8(a); E-9(a); E-10(a); E-11(a)).
- 13.11 OBSERVATION**
- 13.11.1** The evaluator shall observe certificated personnel early in the school year. Prior to the last day of January, unit members to be evaluated that year shall have received at least one (1) scheduled classroom observation of at least twenty (20) minutes in duration. The scheduled classroom observation shall be followed,

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

within ten (10) work days (or longer by mutual consent), by an observation conference. Comments on an observation shall be in writing. A scheduled observation shall be arranged by the evaluator and evaluatee at least two (2) days in advance of the observation.

- 13.11.2** Additional observations shall be conducted upon request by either evaluator or evaluatee.
- 13.11.3** Unscheduled classroom observations may occur throughout the school year without notice.
- 13.11.4** If the unit member receives an observation summary that cites deficiencies, the administrator will observe the unit member again and conference with the unit member. During the observation conference, or soon thereafter, written recommendations for improvement will be given to the unit member.

13.12 EVALUATION

- 13.12.1** Written evaluation reports of unit members shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement. Subsequently, one (1) or more conferences and observations shall be held with the unit member to assist the employee in correcting deficiencies previously noted. The unit member's evaluator shall take affirmative action to correct any cited deficiencies. Such action shall include specific recommendations for improvement and direct assistance in implementing such recommendations. A record of such conferences shall be prepared by the evaluator for the file of the evaluatee and a copy submitted to him/her. The evaluator shall base his/her evaluation on reliable information collected through direct observation or other valid methods.
 - 13.12.2** The unit member may submit a written response before the end of the school year to the evaluator discussing the evaluation. The evaluator shall then file in the records of the evaluatee a statement regarding the conference with a copy of the written assessment and any written response the evaluatee may wish to submit.
 - 13.12.3** The Evaluation Report (Appendix E-2(a); E-3(c); E-9(b); E-10(b); E-11(b)) 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 in that school year. An unsatisfactory evaluation shall include specific recommendations for improvement, directions for implementing such recommendations and/or a referral to PAR Program (Article 14). A conference shall be held between the evaluatee and evaluator to discuss the evaluation no later than the last school day scheduled in that school year. The evaluatee must sign the evaluation signifying only that the evaluatee has read the document.
- 13.13** Changes in the forms for unit members' evaluations shall be subject to the approval of both parties.
 - 13.14** Any unit member who receives a Requires Improvement or Unsatisfactory final evaluation shall be evaluated annually until the unit member achieves a positive evaluation or is separated from the District.
 - 13.15** The content of the written evaluation is nongrievable under this contract. The sole remedy for such problems shall be those as provided for in the Education Code. A violation of the process of the evaluation is grievable under Article 16 of this contract.

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

13.16 No unit member shall be held accountable for any aspect of the educational program over which he/she has no authority or ability to correct deficiencies.