

For District: T.A. 4/22/16  
Cyril

For SOTA: 5/2/16  
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ARTICLE 13

Professional Growth Evaluation System

**13.1 Overview**

The purpose of the SCSD Professional Growth Evaluation System ("System") is to focus on professional growth that is meaningful to and motivating for the unit member engaging in the process, and is tailored to the individual needs of the teacher as he/she works to align instructional practices to Common Core Standards and the District's Strategic Plan. Self-reflection and goal setting are valued.

The System encourages each unit member to take risks as he/she works to hone his/her craft and change practice, while encouraging educators to seek feedback and support from one another and fosters a school-wide culture whereby professional growth and evaluation become embedded in the schools' practices.

**13.2 Evaluation Cycles**

Many provisions of this Article apply to all unit members as set forth in section 13.3 below. Depending on employee status, experience in the District, qualifications and the results of the most recent evaluation, however, unit members will fall into one of the following groups and have specific timelines and procedures for evaluation:

13.2.1 Permanent Unit Members With At least 10 Years of District Employment who meet the highly qualified standards as required by Education Code section 44664 shall be evaluated at least every five years subject to mutual agreement with the evaluator as provided in Education Code section 44664.

13.2.2 Permanent Unit Members With Less Than 10 Years of District Employment or who do not meet the highly qualified standards as required by Education Code section 44664 shall be evaluated at least every two years.

13.2.3 Permanent unit members on a Performance Development Plan as a result of having been evaluated or otherwise assessed as providing less than satisfactory performance shall be evaluated every year.

13.2.4 Temporary and Probationary Unit Members shall be evaluated every year.

### **13.3 Provisions Related to All Unit Members**

- 13.3.1 The criteria for evaluation shall be based on the Education Code sections 44660-44665 (Stull Act), the California Standards for the Teaching Profession (CSTP) and the CSTP Continuum. The criteria for every teacher evaluation shall include the use of multi-faceted evidence of teacher practice, student learning, and professional contributions to determine the level of teacher effectiveness in measuring progress of students towards established standards of expected student achievement.
- 13.3.2 The progress of students toward the state adopted academic content standards as measured by state adopted criterion referenced assessments, as required by Education Code section 44662, is only one piece of the evidence referred to above, and shall not serve as the sole criterion of teacher effectiveness.
- 13.3.3 The employee shall have the right to identify any constraints which the employee believes may inhibit his/her ability to meet the objectives and standards established. An employee shall not be evaluated on or held accountable for any aspect of the educational program for which the employee has no authority or ability to correct.
- 13.3.4 Employees to be evaluated during a particular school year shall be provided a copy of the evaluation procedures and will be advised of the criteria upon which the evaluation is to be based.
- 13.3.5 When an employee's colleagues provide feedback, the purpose of such feedback is to provide support and input and shall not be evaluative in nature. Unit Members shall not participate in the evaluations and/or observations of employees for evaluative purposes. Any written reflections and feedback from colleagues shall not be included in any official evaluation form or write-up.
- 13.3.6 In preparing the final evaluation form for placement in the employee's personnel file, the evaluator shall rely primarily upon data collected and knowledge gained through observations and evaluation conferences.
- 13.3.7 If an employee is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.
- 13.3.8 A change in the unit member's evaluator shall not, without further reasons, serve as the basis for altering the unit member's established evaluation cycle.

## **13.4 Permanent Employees (Not on Performance Development Plan)**

### 13.4.1 Notification of Evaluation - By October 1

Employees will be given notice that they are up for an evaluation.

### \*13.4.2 Declaration of Satisfactory Performance - By October 15

Principal/Supervisor will declare whether the unit member has met the standards. Those whose performance is assessed to be satisfactory will engage in the Professional Growth Evaluation System (PGES) as described in the PGES Handbook.

### 13.4.3 Goal Setting – By November 1 (Turn in Documents)

Principal and employee will have met to set and agree on goals on which to focus during the school year.

### 13.4.4 Post Observation Check Ins- By January 15 and April 1

There will be multiple observations/walk-throughs by the Administrator during the school year. There will be at least two follow up check-ins to these observations. The first of these post observation check-ins shall occur no later than January 15<sup>th</sup> and the second no later than April 1<sup>st</sup> – (at least 1 or 2 observation/walk-thru per check-in)

### \*13.4.5 Written Summary (Close the Loop) – By May 15

Principal/Supervisor will provide a written summary of what has transpired over the course of the year and capturing key learning and growth that resulted from the evaluation process.

\*Items to be placed in personnel file

## 13.5 Permanent Employee on Performance Development Plan

- 13.5.1 By October 1: Employees will be notified that he/she will engage in a Performance Development Plan
- 13.5.2 By October 15: Employer and employee will have met to complete Standards of Performance Agreement and mutually agree on three objectives as prescribed by Education Code section 44662 .
  - 13.5.2.1 These objectives will determine the progress of pupils toward district standards of expected achievement as appropriate to be the employee's assignment.
  - 13.5.2.2 These objectives will also determine the method for evaluating the objectives and description of support to be provided by the evaluator in achieving the objectives.
  - 13.5.2.3 If the evaluator and employee cannot reach agreement, the Evaluator shall make the final determination of the three objectives to be the focus of the evaluation.
  - 13.5.2.4 During the evaluation period, either the employee or the evaluator may request modification of the evaluation objectives. Modifications shall be made upon mutual agreement.
- 13.5.3 By February 15 the Summative Evaluation Forms are due and must be discussed with the employee during a conference regarding the evaluation.
  - 13.5.3.1 An employee who receives a satisfactory on Summative Evaluation Form will be placed back in the evaluation cycle with other permanent employees for purposes of future evaluations.
  - 13.5.3.2 An employee who does not receive a Satisfactory on Summative Evaluation Form will continue on a Performance Development Plan until the following February 15.
- 13.5.4 The evaluation shall be based upon a minimum of two (2) separate observations of at least 20 minutes in duration.
  - 13.5.4.1 A minimum of two (2) observations shall be made known to the employee at least two (2) days prior to their occurrence.

13.5.4.2 All observations shall be followed by an evaluation conference and a written summary within five (5) workdays of the observation. If the employee disputes the content of the written observation summary, the employee may, within five (5) work days of the observation conference, prepare a written statement which shall be attached to the summary.

13.5.5 An employee who receives an unsatisfactory on the Summative Evaluation Form during the process shall, upon request, be entitled to additional classroom observations, evaluation conferences, written evaluations, and evaluators assistance. Such entitlement includes a pre- and post- observation conference. The additional written evaluation shall be completed thirty (30) days prior to the last day of school.

13.5.6 In the case of unsatisfactory evaluations, the evaluator shall take positive action to assist the employee in correcting any cited deficiencies. The evaluator's role to assist the employee shall include, but not be limited to, the following:

13.5.6.1 Specific recommendations for improvement.

13.5.6.2 Direct assistance to implement such recommendations.

13.5.6.3 Provision of additional resources to be utilized to assist with improvement.

13.5.6.4 Techniques to measure improvement.

13.5.6.5 Time schedule to monitor progress

## **13.6 Temporary, Probationary Employees**

13.6.1 By October 1: Employees will be notified of Evaluation;

13.6.2 By October 15: Employer and employee will have met to complete Standards of Performance Agreement and mutually agree on three objectives as prescribed by Education Code section 44662 .

- 13.6.2.1 These objectives will determine the progress of students toward district standards of expected achievement as appropriate to be the employee's assignment.
- 13.6.2.2 These objectives will also determine the method for evaluating the objectives and description of support to be provided by the evaluator in achieving the objectives.
- 13.6.2.3 If the evaluator and employee cannot reach agreement, each party shall choose one objective to be the focus of the evaluation..
- 13.6.2.4 During the evaluation period, either the employee or the evaluator may request modification of the evaluation objectives. Modifications shall be made upon mutual agreement.
- 13.6.3 By February 15: the Summative Evaluation Forms are due and must be discussed with the employee during a conference regarding the evaluation.
- 13.6.4 The evaluation shall be based upon a minimum of two (2) separate observations of at least 20 minutes in duration.
  - 13.6.4.1 A minimum of two (2) observations shall be made known to the employee at least two (2) days prior to their occurrence.
  - 13.6.4.2 All observations shall be followed by an evaluation conference and a written summary within five (5) workdays of the observation. If the employee disputes the content of the written observation summary, the employee may, within five (5) work days of the observation conference, prepare a written statement which shall be attached to the summary.

### **13.7 Grievance**

The Grievance Procedures set forth in Article 17 of this Agreement may be utilized for processing any disputes that arise over evaluation procedures. The evaluator's decisions regarding the frequency of evaluation of unit members beyond the minimum requirements of this Article and whether a permanent unit member shall be removed from the "at least five year" evaluation cycle shall not be subject to the Grievance Procedures. If a dispute arises and such dispute is resolved in favor of the employee, no record of the disputed portion of the evaluation shall be kept by the District in any file, office, or place. Any such record(s) as exist(s) shall be delivered to the employee for disposition.

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**13.8 Reopener of Negotiations**

The District and the Association agree to reopen negotiations on this Article in the ~~spring~~ of the 2016-2017 school year to assess the efficacy of the System and to discuss: 1) potential pathways of opportunity for unit members to engage in leadership and be paid on the salary scale in a manner commensurate with added responsibility; and 2) engaging the principal and a professional team of educators to provide feedback and support. Any agreements to modify or add to this Article shall be subject to ratification by both parties, to be effective with the 2017-2018 school year unless specified otherwise.