

ARTICLE XIV

EVALUATION PROCEDURES

14.1 PURPOSE OF EVALUATION

14.1.1 It is understood and agreed by the parties that their primary objective is to consistently maintain the quality of education in the District. It is further understood and agreed that this objective can be achieved by a willingness on the part of the District and the Association to assist all unit members.

14.1.2 Evaluations are confidential and shall be conducted according to the terms of this article.

14.1.3 An evaluation cycle consists of Addendum G- Addendum J

14.2 CRITERIA FOR EVALUATION

14.2.1 The measures for evaluation in the District shall include the criteria on the appropriate evaluation instruments:

Teacher Evaluation Instrument *[Addendum J]*

TSA- District Academic Coach Evaluation Instrument *[Addendum JD]*

TSA- Response to Intervention Support Teacher *[Addendum JR]*

TSA- Primary Literacy Site Specialist Evaluation Instrument *[Addendum JP]*

TSA- Site Academic Coach Evaluation Instrument *[Addendum JS]*

School Counselor Evaluation Instrument *[Addendum JC]*

School Nurse Evaluation Instrument *[Addendum JN]*

TSA- Work Experience Evaluation Instrument *[Addendum JWE]*

TSA- New Teacher Support and Mentor *[Addendum JNTSM]*

14.3 EVALUATION TIMELINES

14.3.1 All Temporary, Probationary 0, Probationary 1, and Probationary 2 unit members shall be evaluated as often as is constructive and no less than once each semester (**2 complete evaluation cycles (14.1.3) in one school year**) If the evaluation rating is “needs improvement” or “unsatisfactory” “ineffective” a second evaluation shall be completed not later than March 1 of that year.

14.3.2 Permanent unit members shall be evaluated as often as is constructive and not less than once every two years.

14.3.2.1 Classroom teacher unit members who receive an overall “Distinguished” evaluation shall be evaluated as often as is constructive and not less than once every four years.

14.3.3 All formal evaluations for all unit members shall be completed on the negotiated evaluation forms and given to the unit member at least 20 school days prior to the end of the school year for the unit member being evaluated.

14.3.4 Any timeline addressed in the evaluation section may be extended with concurrence of both parties. **Such extension must be in writing and signed by both parties.** Any unit member, who submits an irrevocable letter of intent to retire for that particular year, will not be evaluated by site administration.

14.3.4.1 Any timeline addressed in the evaluation that is not met by the evaluator will automatically result in the evaluation process to be ceased for the remainder of the evaluation cycle.

14.4 PERFORMANCE OBJECTIVES

14.4.1 The evaluator will meet with the unit member and discuss documentation to be used during the evaluation process and review the completed Teacher Goals Initial Conference Agreement (**Addendum G**) specific to the member's current job position. This conference must occur no later than the 30th school day of the school year in which the evaluation is to take place. **The addendum G will apply to both the first and second semesters for members who must complete 2 evaluation cycles for the school year.**

14.4.2 If the unit member and evaluator agree on the written goals, the unit member and evaluator will sign **[Addendum G]**.

During the course of the evaluation period, mitigating circumstances may arise which require modification of performance goals. A review of performance goals may be requested by the unit member or the evaluator. New performance goals may be determined following the original process and taking such mitigating circumstances into consideration.

14.4.3 Should the unit member disagree with the performance goals, then the unit member and evaluator will agree to have the goals reviewed by one unit member and/or one administrator mutually agreed upon by the original unit member and the evaluator. The unit member may add a statement to **[Addendum G]** if written goals cannot be modified to his/her satisfaction.

14.5 CLASSROOM OBSERVATIONS

14.5.1 Classroom observations used for formal written evaluation of unit members who are classroom teachers will be recorded on the Lesson Observation Form **[Addendum I]**. Prior to a formal classroom observation, the unit member shall complete the pre-formal observation plan **[Addendum H]** and shall conference with the evaluator. Members in the position(s) of: Site Academic Coach, District Academic Coach, Primary Literacy Support Specialist and Site Teacher on Special Assignment will all be formally observed conducting a classroom lesson.

14.5.1.1 Informal observations may be conducted by site administration at any time. Areas of needed improvement identified by the administrator during the first semester of any given school year which could serve as a basis for an unsatisfactory evaluation shall be shared with the affected unit member in writing prior to the end of the first semester. Informal classroom visits by site administration will be part of the formal evaluation of the unit member. The member will be provided feedback on an agreed upon form by MUTA and the District (**Addendum K**) within 10 days of the informal visit and will not include any forms used for data collection.

14.5.2 The length of classroom observations will be as follows:

14.5.2.1 For probationary unit member's classroom observations shall collectively last a minimum of either ~~ninety (90)~~ **forty-five (45)** minutes or ~~two (2)~~ **one (1)** full periods per evaluation. ~~One of the classroom observations must be at least thirty (30) consecutive minutes in duration.~~

14.5.2.2 For permanent unit members, classroom observations shall collectively last a minimum of either forty-five (45) minutes or one (1) full period per evaluation. One of the observations must be at least thirty (30) consecutive minutes in duration.

14.5.2.3 Informal classroom observations shall collectively calculate to a minimum of ~~45-30~~ minutes per evaluation cycle.

14.5.3 No formal classroom observation shall take place during the week of parent conferences, during the week of finals, or during state testing, unless mutually agreed upon by the unit member and the administrator **in writing**.

14.6 OBSERVATION CONFERENCE TIMELINES

14.6.1 Contents of the Lesson Observation Form will be discussed with the unit member who is a classroom teacher, within ten (10) school days after the observation. Areas of commendation and/or areas of recommendation will be noted on the Lesson Observation Form **[Addendum I]**.

14.6.2 The unit member will sign a copy of the Lesson Observation Form and return it to the evaluator within ten (10) school days after the observation conference. The unit member may attach a written statement to the Lesson Observation Form **[Addendum I]** if he/she feels it is inaccurate or incomplete.

14.7 EVALUATION GUIDELINES

14.7.1 The evaluator's written review of a unit member's performance will be entered on the appropriate Evaluation Instrument **[Addenda's J, JD, JE, JP, JS, L or M]**.

14.7.2 Any unit member who believes he/she has received a negative evaluation shall, upon written request, be entitled to a subsequent observation, conference and written evaluation.

14.7.3 The evaluator and the unit member will collaborate to take affirmative action to act upon cited recommendations. Such action shall include specific recommendations for improvement, assistance in implementing such recommendations (provision of additional resources and training), use of constructive techniques to measure improvement, and implementation of a timeline to monitor improvement. Improvement and correction of deficiencies and adherence to the implementation of recommendations and established timelines will be noted in the final written evaluation.

14.7.4 Unit members shall not be required to prepare a written evaluation of another unit member.

14.7.5 Unit members shall not be required to assess their own performance. Should a unit member choose to assess his/her own performance, the unit member shall be notified before revealing the substance of such self-assessment that the content may adversely

affect the unit member's job security, and that the unit member is not required to reveal such self-assessment.

14.7.6 The evaluator shall not base an evaluation of a unit member on any information which cannot be reasonably verified.

14.7.7 The unit member has ten (10) school days following the final evaluation conference to attach a written comment to the written evaluation before it is placed in his/her personnel file.

The written comment shall be signed by the unit member and attached to the written evaluation and placed in the unit member's personnel file. The evaluator shall initial and date the response to signify that he/she has read the response.

14.7.8 The established grievance resolution procedure of this agreement may be utilized for processing any disputes which may arise over the evaluation procedures. In the event that a dispute is resolved in favor of the evaluatee, no record of the disputed portion(s) of the evaluation shall be kept by the District in any file, office or place. Any such records shall be destroyed.

14.8 EVALUATION OF ADDITIONAL ASSIGNMENTS

14.8.1 The evaluation of a unit member's performance in a compensated additional assignment shall not be included in the evaluation of the unit member's regular duty assignment.

14.8.2 The evaluation of high school band director, middle school band director, assistant band director, pep & cheer auxiliary group sponsor, yearbook advisor, newspaper advisor, and drama advisor may, at the discretion of the evaluator, be included in the evaluation of the regular duty assignment of the unit member or may be evaluated separately.

14.9 PEER ASSISTANCE AND REVIEW PROGRAM

The Madera Unified Teachers Association and Madera Unified School District desire to establish and maintain a program, as permitted by law, to provide assistance and support to teachers employed by the District who are in need of or desire peer support in subject matter knowledge or teaching methods. This program shall hereinafter be entitled the Peer Assistance and Review Program (PAR or the Program).

14.9.1 Mandatory Participation

14.9.1.1 A permanent classroom teacher who receives an ineffective rating in his/her final evaluation shall participate in the District's Peer Assistance and Review (PAR) Program the ~~two (2)~~ **two (2)** succeeding semesters which is designed to improve the ~~unsatisfactory~~ **ineffective** performance. The PAR Program structure is contained in **[Addendum F]**.

14.9.1.2 The teacher's evaluator shall send a copy of the ineffective evaluation to the Chief Human Resource Officer, no later than 10 school days prior to the end of the semester, described in **[Addendum F]**.

14.9.1.3 On or before the 10th school day of the semester, the Participating Teacher shall select a Consulting Teacher, from a limited list provided by the PAR Panel, described in **[Addendum F]**, to review the specific teaching/instructional areas identified as ~~unsatisfactory~~ **ineffective** in the final evaluation.

14.9.1.4 On or before the 20th ~~school~~ **school** day of the Participating Teacher's semester, the Consulting Teacher shall meet with the Participating Teacher and

his/her evaluator to discuss the specific teaching/instructional areas identified as unsatisfactory and an assistance plan shall be developed between the Consulting Teacher and the Participating Teacher in consultation with the Participating Teacher's evaluator.

- 14.9.1.4.1** The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities and classroom observation in the teaching/instructional areas identified as unsatisfactory in the final evaluation.
- 14.9.1.4.2** During the assistance plan period, the Consulting Teacher shall conduct multiple classroom visitations (no less than 3 per semester) of at least thirty (30) minutes duration, and shall have both pre-observation and post-observation conferences. The Consulting Teacher shall submit written interim reports to the referred Participating Teacher for discussion and review and to the PAR Panel, as deemed necessary by the Panel, on the status of the participating teacher's progress in the PAR program.
- 14.9.1.4.3** During the assistance plan period the Consulting Teacher and the Participating Teacher's evaluator shall maintain a cooperative relationship and consult with each other on the Peer Assistance and Review process and the participating teacher's progress towards meeting the objectives stated in the assistance plan.
- 14.9.1.5** On or before December 1st or April 1st, the Consulting Teacher shall complete a final report of the unit member's participation in the assistance plan. The review shall identify the areas needing improvement; the assistance provided the unit member and assessment of the results of the assistance, including a statement whether the member has satisfactorily achieved the objectives of the assistance plan. The Consulting Teacher shall provide the final assistance plan report to the PAR Panel, Participating Teacher, and Evaluator. The participating teacher shall have the right to attach a written explanation and/or rebuttal to the report.
- 14.9.1.6** On or before the first regular Board meeting in December or April, the PAR Panel shall submit to the Governing Board the names of Participating Teachers who were unable to demonstrate satisfactory improvement in the PAR Program.
- 14.9.1.7** The final assistance plan report and related documentation prepared by the Consulting Teacher along with the Participating Teacher's written response, if any, shall be placed in the Participating Teacher's personnel file and considered by the Evaluator in completing the Participating Teacher's final evaluation and in subsequent personnel decisions affecting the Participating Teacher.

14.9.2 Appeal Process

A unit member shall not have access to the grievance process in this Agreement to challenge the contents of any reports, evaluation or decision of the PAR Panel or Consulting Teacher.

- 14.9.2.1** A unit member may challenge the procedure used in administering the Program by filing a complaint with the PAR Panel. The PAR Panel shall consider the complaint and provide a response to the unit member.
- 14.9.2.2** In the event the unit member is dissatisfied with the response of the PAR Panel, the unit member may appeal alleged violations of the PAR procedures contained under sections 14.9.1 and 14.9.2 above beginning at level two of the grievance procedure. Such appeal shall be made only when error(s) are substantial enough to have adversely affected the progress of the Participating Teacher toward meeting the objectives stated in the assistance plan.
- 14.9.2.3** Should it be determined at any level in this procedure that the complaint is valid, the District as detailed in 14.7.8 above shall keep no record of the Consulting Teacher's report.

14.9.3 Voluntary Participation

- 14.9.3.1** A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his/her participation in the PAR Program at any time.
- 14.3.1.1** The PAR Panel shall have discretion to accept the Volunteer Participating Teacher in a PAR Program based on consensus approval of all PAR Panel members. The accepted Volunteer Participating Teacher shall select his/her Consulting Teacher from a list of all available Consulting Teachers.
- 14.3.1.2** All communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with administrators, including the Participating Teacher's evaluator or the PAR Panel, without the written consent of the volunteer.