

1 **ARTICLE 11 - EVALUATIONS**

2 **11.1** Evaluations for unit members are meant to be corrective in nature, rather than
3 punitive and not to be used as means of disciplining a unit member, but rather as a means
4 of formal notification of performance, which if deficient, and if the deficient performance
5 continues, may lead to disciplinary action. Evaluation of each permanent and probationary
6 unit member shall be completed by the unit member's supervisor. Permanent unit
7 members shall receive a written evaluation at least, but not limited to, once every twelve
8 (12) calendar months. The District may elect to evaluate permanent unit members who
9 meet all "work performance standards" in prior written evaluations, once every other year.
10 The District shall notify unit members by December 1 if they will not be evaluated during
11 that school year due to meeting work performance standards on the prior year's evaluation.

12 **11.2** Permanent unit members are those defined as having passed their initial period of
13 probationary service. Effective January 1, 2020, the probationary period shall be six (6)
14 months or 130 days of paid service, whichever is longer. Effective January 1, 2020,
15 permanent unit members in a probationary status shall be evaluated at least one (1) time
16 within the first three (3) months or 65 days of paid service, whichever is longer. Unit
17 members, before failing probation in their new classification, must have received an
18 assistance plan and not met the conditions of the assistance plan. Unit members returning
19 back to their prior classification shall be placed in accordance with Article 18 - Layoff and
20 Reemployment.

21 The period of time served in the position to which promoted shall be counted, for seniority
22 purposes, as time served in the classification to which the unit member is being returned.
23 In the event the unit member's former classification (from which the unit member was
24 promoted) does not exist, the unit member shall be eligible to return to any other class in
25 which he/she has achieved permanency. If there is no vacancy in any classification in
26 which the unit member has achieved permanency, the District may make an assignment
27 to a related classification and/or where a vacancy exists and the unit member meets all the
28 qualifications of the existing vacancy.

29 **11.3** Effective January 1, 2020, probationary unit members shall receive at least three
30 (3) evaluations throughout the probationary period. The first evaluation shall be given
31 within the first two (2) working months of the probationary period.
32 Nothing in this Section prevents a probationary unit member from being terminated prior to
33 receiving three (3) evaluations and serving six (6) months or 130 days in their job
34 classification.

1 **11.4** If the supervisor determines that the performance has become less than
2 satisfactory, the supervisor shall complete an assistance plan form to explore the
3 deficiencies and state corrective methods to change these deficiencies, as well as set a
4 time frame in which the deficiencies shall be corrected.

5 **11.5** A unit member shall be evaluated by the District supervisory and/or management
6 employee(s) having immediate supervisory responsibility for the employee. The unit
7 member will meet with the evaluator for a personal evaluation regarding the unit member's
8 job performance. Such evaluation shall be reviewed by the supervisor or a management
9 person at a higher level.

10 **11.6** The unit members' signature indicates only that the unit member has seen the
11 evaluation, and does not necessarily indicate concurrence with the evaluation. Upon
12 completion of the evaluation, the completed form and any attachments are forwarded to
13 the Human Resources Office. The written evaluation and other documents relating to a
14 unit members' work performance shall be filed in the unit member's personnel file in the
15 Human Resources Office.

16 **11.7** The period for evaluation shall be July 1 through June 30. For the annual
17 evaluation, permanent unit members will meet the District evaluator(s) no later than May
18 15th of that school year. Evaluator(s) may schedule evaluations during the school year as
19 long as each permanent unit member is evaluated at least once a year before the May 15th
20 date.

21 **11.8** The unit member shall have the right to submit a written rebuttal to be attached to
22 the evaluation on file. Such rebuttals shall be submitted within ten (10) working days of
23 the evaluation date, with a copy to the evaluator and reviewer.

24 **11.9** The evaluation shall contain an appraisal of the unit member's performance and,
25 as appropriate, commendations or specific suggestions for the improvement of the unit
26 member's performance. Each unit member shall receive a copy of his/her evaluation.

27 **11.10** Judgment of the evaluator shall not be subject to grievance. However, if the
28 evaluator violates one (1) of the specific provisions of this Article, a grievance may be filed
29 concerning that specific violation.

30 **11.11** All evaluations will be made on form(s) provided by the District.
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