

OEA P-44
OAKLAND EDUCATION ASSOCIATION
PROPOSAL TO
OAKLAND UNIFIED SCHOOL DISTRICT
April 23, 2018

All terms and conditions to remain as is except as follows:

Article 13 - PERFORMANCE EVALUATION

13.1 The Evaluation System The Employer shall provide each unit member with a copy of the current Evaluation Guidelines as found in this Agreement by the 10th workday of each school year. Sample copies of Evaluation Plans 1 and 2, observation forms, evaluation forms A and B, reports and an evaluation calendar shall be included with the Evaluation Guidelines. (See Appendix 6.) All forms shall be included in the Certificated Employee Evaluation Guidelines and in the Teachers' Evaluation Handbook and shall not be changed unless mutually agreed to by the parties to this Agreement.

13.1.1 Purposes - A uniform system of evaluation and assessment of the performance of certificated personnel is required by law. The primary purpose of such evaluation is to assist the certificated Employee and the Employer to improve the quality of education offered in the District. Such evaluation may also serve as a legal basis for determining the lack of professional competence of a certificated employee.

13.1.2 Criteria - Evaluation criteria shall include, but shall not necessarily be limited to, the following elements:

13.1.2.1 District standards of expected student achievement at each grade level in each area of study.

13.1.2.2 Assessment of certificated personnel competence as it is related to the established standards, including but not limited to the California Standards for the Teaching Profession, for individual certificated personnel.

13.1.2.3 Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.

13.1.2.4 Procedures and techniques for ascertaining that the certificated employee is maintaining proper control, and is preserving a suitable learning environment. Such procedures and techniques shall include: Implementation of the Core Curriculum. Increased student achievement as measured by various assessment measures, such as test scores. The use of curriculum embedded assessment. Increased student attendance. Reduced student discipline (such as suspensions and expulsions). Increased parent/caregiver contacts by letter, telephone or conference.

13.1.3 Definitions

13.1.3.1 The Evaluator may be the unit administrator or management employee on the administrative/supervisory salary schedule designated by and working under the direct supervision of the unit administrator.

13.1.3.2 Evaluatee is defined as the certificated employee who is to be evaluated. The evaluatee shall be apprised of his/her evaluator at the beginning of the evaluation cycle, or upon

change of the evaluator.

13.1.3.3 Unit is defined as the assigned site, department or office.

13.1.3.4 Observation is a viewing of an employee's performance, which is reduced to writing.

13.1.4 Selection of Evaluatee

13.1.4.1 Tenured employees shall be evaluated at least every two years except as provided in this section and as described in 13.1.4.2 below. A random method of selection shall be used to determine the evaluatees for odd and even years. Probationary employees shall be evaluated annually, except for first-year employees who shall be evaluated twice a year. The need for consecutive annual evaluations may be challenged by the evaluatee through the procedure described in Section 13.5. Consecutive annual evaluations shall be for just cause only.

13.1.4.2 To support continuous improvement of unit members and contributions to colleagues, the District and the Association agree to the following alternative evaluation cycle: For the duration of this agreement, pursuant to Education Code section 44664, unit members with permanent status who have been employed at least 10 years with the school district, who are also highly qualified as defined in 20 U.S.C. Section 7801(23), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated at least every five years if the unit member and evaluator consent in writing to such a modified schedule. Unit members on such alternate schedule shall complete an alternative to evaluation as specified below. Should either the evaluator or evaluatee withdraw consent, notice shall be given prior to the first meeting scheduled under Article 13.3.2. Unit members with an alternate evaluation cycle pursuant to this section shall complete a mutually agreed upon alternative project.

Examples include but are not limited to: project based learning, curriculum development, pursuit of advanced degree with research topic to support profession/District/nation, and project based learning to impact target group identified in District's strategic plan. If mutually agreed, the project period may exceed one year, however, it is not the intent of the parties to increase the frequency of evaluation beyond the provisions of Article 13.1.4.1 above.

13.2 Implementation of Evaluation System

13.2.1 It shall be the administration's responsibility to advise each certificated employee of the specific assignment on which he/she will be evaluated, and to designate who will be the evaluator of the unit member.

13.2.2 It shall be the responsibility of the unit administrator to hold one or more staff meetings to review evaluation policies and procedures, and to review the evaluation calendar for the year (normally provided by the Human Resources Services and Support).

13.2.3 It shall be the evaluator's responsibility to:

13.2.3.1 Meet with the evaluatee to initiate the evaluation process.

13.2.3.2 Meet with evaluatee to establish the specific plan for the evaluation program in accordance with Section 13.6.2 herein. For first and second year teachers, the evaluator shall assist the evaluatee in identifying a primary focus on two (first year) or three (second year) of the standards identified in order to target support necessary for the evaluatee. (See Section 13.6.2.) 13.2.3.3 Review and approve the Evaluation Plan 1 and 2 submitted from the evaluatee.

13.2.3.4 Provide assistance to the evaluatee to achieve agreed upon objectives as stated in Evaluation Plan 1 and 2 including providing support to new teachers/evaluatee in the targeted areas identified pursuant to Section 13.2.3.2.

13.2.3.5 Make scheduled and unscheduled observations, and meet with evaluatee for post-observation conferences and completion of observation forms and evaluation report.

13.2.3.6 Meet legal and District calendar dates as they relate to staff evaluation **as stated in this article and in Appendix 6 --Evaluation Handbook.**

13.2.3.6.1 Assess programs.

13.2.3.7 Meet with evaluatee for final review by the ~~last workday~~ **second Friday** in April. The evaluator shall report evaluation findings both in consultation and in writing to the employee so as to: Commend outstanding performance. Assist evaluatee with a satisfactory rating to improve. Assist evaluatee with unsatisfactory rating by identifying areas of deficiency and providing assistance to improve. Notify evaluatee whose performance remains unsatisfactory of a pending reassignment or dismissal in order to meet all legal requirements.

13.2.4 It shall be the evaluatee's responsibility to:

13.2.4.1 Meet with evaluator to initiate the performance evaluation process as described herein.

13.2.4.2 Meet with the evaluator to establish the specific plan for the evaluation program. The plan should include specific performance standards and concomitant criteria that address the following: Engaging and supporting all students in learning. Creating and maintaining an effective student learning environment. Understanding and organizing subject matter for learning, planning and designing instruction and learning experiences for all. Assessing student learning, developing as a professional educator and other duties and responsibilities. For first and second year teachers, the plan should have a primary focus on two (first year teacher) or three (second year teacher) of the standards identified herein in order to target support necessary for the evaluatee.

13.2.4.3 Record tentative standards of performance and activities on the District evaluation form. 13.2.4.4 Submit the tentatively completed Evaluation Plan 1 and 2, review the stated standards of performance and objectives and relate them to District standards, objectives, and participate in the scheduled conference(s) with the evaluator.

13.2.4.5 Conduct appropriate programs for meeting standards of performance and completing the activities.

13.2.4.6 Seek assistance from evaluator to achieve agreed upon objectives as stated in the Evaluation Plan 1 and 2.

13.2.4.7 Assess programs.

13.2.4.8 Meet with evaluator for final post-observation conference and completion of observation form and evaluation report.

13.2.4.9 Meet all applicable legal and District calendar dates relating to evaluation.

13.2.4.10 Meet with evaluator for final review and report by the last workday in April as scheduled by the evaluator.

13.2.4.11 Willful absence and/or failure of the evaluatee to cooperate shall not prevent completion of the evaluation process.

13.2.5 It shall be the joint responsibility of evaluator and evaluatee to:

13.2.5.1 Meet and review the evaluation process to be followed and to reach an agreement. Should agreement not be reached on the evaluation process or on the appropriateness of the designated evaluator, the procedures for resolution of differences shall be followed. (See Section 13.5.)

13.2.5.2 Meet periodically to assess progress.

13.2.5.3 Meet and review in detail the final evaluation report. Should the evaluatee not agree with the report, the procedures for resolution of differences shall be followed.

13.3 Evaluation Sequence

13.3.1 Evaluation Process The evaluation process begins on the first day of the employee's work year. Each evaluatee shall specify his/her plan to achieve District standards and any District initiatives. District standards serve to establish the broad purposes of our schools and to guide each employee in the planning and evaluation of his/her work.

13.3.2 The unit administrator holds one or more staff meetings to review evaluation policies, procedures and the evaluation calendar at the beginning of the employee's work year.

13.3.3 Each work site develops work site objectives through staff participation.

13.3.4 Assistance in defining individual objectives may be found by reference to the California Standards for the Teaching Profession, District initiatives, unit objectives, District standards, site or departmental plans, individual job description, areas of pupil achievement and environmental control, performance areas needing improvement, and additional assigned duties and responsibilities.

13.3.5 For each objective, the evaluatee prepares an Evaluation Plan form. Objectives are prepared for cognitive items and may be prepared for effective items related to pupil progress, suitable learning environment, instructional strategies and techniques, adherence to curricular objectives, and other duties and responsibilities.

13.3.6 Each evaluatee prepares an Evaluation Plan form. The body of the form is completed as follows:

13.3.6.1 Items I through VI are required evaluation items. Item VII, Other - Enter any additional items that are considered appropriate for evaluation.

Support Requirements - Enter the required administrative and/or logistic support.

Mitigating Factors - Enter circumstances, which may limit or inhibit success in achieving satisfactory control and learning environment.

13.3.6.2 Other Duties and Responsibilities: List only those to be evaluated.

Mitigating Factors - Enter circumstances, which may limit or inhibit success in satisfactorily carrying out duties and responsibilities.

13.4 Completed Forms

13.4.1 Evaluatee shall provide the completed Evaluation Plans 1 and 2 to evaluator by the 18th work day after the beginning of the employee's work year or the 18th day after classes begin, whichever is later.

13.4.2 Initial conference between evaluator and evaluatee to review standards of performance shall be completed by the 27th work day after the beginning of the employee's work year or the 27th day after classes begin, whichever is later.

13.4.3 Evaluator shall have the appropriate Evaluation Report form initiated for evaluatee.

13.4.4 Evaluator and evaluatee shall review the evaluation process to be followed and the Evaluation Plans 1 and 2 completed by evaluatee.

13.4.5 Agreement between evaluator and evaluatee shall be reached on the number, priority, and appropriateness of the objectives and activities, on standards of performance, on assessment procedure, on mitigating factors, and on common responsibilities and support that will be available to the evaluatee.

13.4.6 It is to be understood that there shall be periodic reviews of progress and changes in objectives, in standards of performance, and procedures as conditions change.

13.5 Disagreement

13.5.1 When agreement cannot be reached between evaluator and evaluatee at the first conference, the second conference between the two shall be completed by the 30th workday

after the beginning of the employee's work year.

13.5.2 When an agreement cannot be reached at the conclusion of the second conference, there may be a conference of both parties with the unit administrator, provided he/she is not the evaluator, or the optional step may be invoked. In either event, this step shall be completed by the 33rd workday after the beginning of the employee's work year.

13.5.3 The unit administrator has the option at this time to replace the designated evaluator, or to assume the evaluator role.

13.5.4 When a different person becomes the evaluator, the two parties must start from the beginning of the evaluation cycle.

13.5.5 If the optional step is chosen, each party may select a conferee. The two parties and the conferee shall meet jointly at the site to resolve differences and/or affect a compromise.

Selected conferees shall be certificated personnel currently employed by the District. Conferees shall not be persons in direct line of responsibility, or persons who are official representatives of employee groups.

13.5.6 Should disagreement persist after the above steps have been taken, a written report shall be submitted by the evaluatee to the Associate Superintendent or to the Superintendent, as appropriate, who will review and make the final decision. Said review shall be completed by the 37th workday after the beginning of the employee's work year.

13.6 Activities During Evaluation Period

13.6.1 During the evaluation period, the evaluator shall:

13.6.1.1 Notify evaluatee that there will be scheduled and unscheduled observations. A variety of techniques may be used, but they should be of sufficient duration and quality to make significant contributions to the process of performance evaluation.

13.6.1.2 Confer with evaluatee within five (5) workdays following the observation. Evaluator and evaluatee shall discuss the observation and complete the Observation form. Appropriate entries shall be made on the appropriate Evaluation Report/Observation form.

13.6.2 The evaluator may also wish to enter the following on the Evaluation Report form: comments, remarks on evaluation plan, review of progress, changes in objectives, etc.

13.6.2.1 Evaluation plan includes those items which have an effect on the plan, e.g., "the evaluatee was absent for a month," "the evaluator did not receive the support needed to assist the evaluatee," etc. 13.6.2.2 Review of progress refers to meetings of evaluator and evaluatee to assess progress, other than to discuss observations.

13.6.2.3 "Changes in objectives" refers to any change agreed to by evaluator and evaluatee, including the addition or deletion of objectives.

13.6.2.4 Evaluatee, prior to the final Evaluation Report, shall complete "Degree of Achievement" on Evaluation Plans 1 and 2. Comments may include reasons for variations from the Evaluation Plan. 13.6.2.5 Evaluations shall be conducted in private conferences.

13.7 Probationary Interim Report

13.7.1 A Formal interim assessment for first-year probationary personnel is to be completed by the ~~second Friday in December~~ **Friday before the Thanksgiving Holiday**.

13.7.2 The Evaluator shall prepare two sets of Evaluation Report forms at the beginning of the evaluation period. Entries shall be made on both sets of forms; one set to be used for the Interim Assessment Report for probationary-first year employees; one set to be used for the final Evaluation Report.

13.7.3 By the ~~second Friday in December~~ **Friday before the Thanksgiving Holiday**, the evaluator shall meet with the evaluatee and review the Interim Assessment Report. They shall

discuss the strengths and/or weaknesses of the evaluatee's performance, with commendations and/or recommendations for improvement, and shall identify the procedures they will follow to facilitate such improvement.

13.8 Formal Evaluation Report

13.8.1 By the ~~last workday~~ **second Friday** of April, the evaluator shall have met with evaluatee and reviewed the Evaluation Report.

13.8.2 The Evaluation Plan shall be reviewed, as shall the "Degree of Achievement" on Evaluation Plans 1 and 2. Ratings on the Evaluation Report, including any comments, are based on the Evaluation Plan developed at the beginning of the evaluation period and in accordance with Section 13.2.4.2 herein.

13.8.2.1 Engage/support all students in learning are rated in relationship to the established Standards of Performance contained in the Certificated Evaluation Observation Form.

13.8.2.2 Create/maintain effective student learning environment is rated in relationship to the established standards for individual certificated personnel contained in the Certificated Evaluation Observation Form.

13.8.2.3 Understand/organize subject matter for learning is rated in relationship to the items contained in the Certificated Evaluation Observation Form.

13.8.2.4 Plan/design instruction/learning experiences for all are rated in relationship to the item contained in the Certificated Evaluation Observation Form.

13.8.2.5 Assess student learning is rated in relationship to the items contained in the Certificated Evaluation Observation Form.

13.8.2.6 Develop as a professional educator is rated in relationship to the items contained in the Certificated Evaluation Observation Form.

13.8.2.7 Other duties and responsibilities are rated in relationship to the items contained in the Certificated Evaluation Observation Form.

13.8.2.8 Comments are to be used to commend an outstanding performance, to assist a satisfactory evaluatee to improve and to provide assistance to facilitate improvement of an evaluatee who has an unsatisfactory rating.

13.8.2.9 The evaluator shall discuss any recommended personnel action with the evaluatee.

13.9 Review of Unsatisfactory Rating

13.9.1 When an evaluatee wishes to review an unsatisfactory rating, an additional conference with the evaluator shall be held by the ~~5th workday in May~~ **third Friday in April**. If the evaluator, however, is not the site administrator, the evaluatee and the evaluator shall confer with the site administrator by the ~~10th workday in May~~ **fourth Friday in April**.

13.9.2 When an evaluation contains one or more unsatisfactory ratings, the evaluatee, after the additional conference with the evaluator and/or unit administrator, may submit a letter of rebuttal to be attached to the final evaluation report. The letter of rebuttal shall be submitted to the evaluator by the ~~15th workday~~ **first Friday** in May. The final evaluation report with the letter of rebuttal attached shall be forwarded immediately to the Director of Human Resources or their designee for review and response.

13.9.3 Review and response to the letter of rebuttal by Associate Superintendent or Superintendent shall be completed within ten (10) workdays after the final date for submitting the letter of rebuttal. The Director of Human Resources or their designee's response shall be attached to the final report. Copies of the complete record (Evaluation Report, letter of rebuttal, official response) shall be filed in the unit member's personnel file.

13.10 Probationary and Tenured Personnel Probationary and tenured personnel whose retention is doubtful shall be so notified in writing. Subsequently, the Employer shall proceed in accordance with the provisions of the collective bargaining agreement between the parties and Education Code provisions.

13.10.1 Personnel Files

13.10.1.1 The Human Resources Services and Support shall establish and maintain file(s) for each member of the unit. The file(s) shall be the official District repository for evaluation records.

13.10.1.2 Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be available for the inspection of the member involved.

Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

13.10.1.3 An employee's personnel file will be accessible for review on the following basis:

13.10.1.3.1 The employee shall notify the Human Resources to schedule an appointment.

13.10.1.3.2 The appointment shall be scheduled based on a twenty-four hour notice.

13.10.1.3.3 Emergency exceptions to the above will be allowed based on the individual scheduling of the Department and the employee.

13.10.1.4 Every member of the unit shall have the right to inspect such materials upon request, provided that the request is made at a time when such member is not actually required to render services to the employing District. A representative of the employee's choosing may, at the request of said employee, accompany the employee in this review. The review shall be made in the presence of the administrator or the administrator's designee responsible for the safekeeping of this file.

13.10.1.5 Information of a derogatory nature, except material mentioned in 13.10.1.2 above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. An opportunity shall be provided within 15 workdays of the date of receipt of such material by the administrator. Any derogatory material regarding evaluation of an employee cannot be used in a unit member's incompetency case after four years. Such material shall be removed from the personnel file after four years from date of entry, and shall be sealed and deposited in the Superintendent's Office. 13.10.1.6 An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The unit member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not necessarily indicate agreement with its contents. In the event that an employee refuses to affix his/her signature to the document; a statement to this effect, together with that of a witness, shall be attached to the document by the Director of Human Resources Services and Support or appropriate administrator.

13.11 Complaints Against Employees

13.11.1 Criticisms shall be conducted in a private conference.

13.11.2 An administrator receiving a formal complaint, which may lead to disciplinary action against any employee under his/her supervision, shall notify the employee of said complaint in writing within ten days.

13.11.3 All information forming the basis for disciplinary action shall be made available to the employee.

13.11.4 Material that may, as a result of any proven complaint, be entered into a unit member's personnel file, shall be processed in accordance with Section 13.10.1.

13.11.5 In the event of a complaint or charges of a derogatory nature which is ultimately not proven, no record shall be kept.

13.11.6 When charges and complaints are made directly to the Board, it shall in turn direct the Superintendent to notify the employee(s) of such charge or complaint. The Superintendent shall investigate the complaint and report the results to the Board of Education with a recommendation. Prior to taking any action adverse to the employee's interests, the Board shall afford such employee(s) an opportunity to discuss the matter directly with the Board.

13.12 Site Instructional Assistance Program (SIAP)

13.12.1 Purposes

13.12.1.1 To improve overall instruction and programs at each District site.

13.12.1.2 To provide input and feedback for the improvement of instruction at each grade and/or department level.

13.12.1.3 To provide multiple sources of assessment to achieve these purposes.

13.12.2 Tenured employees shall participate in the SIAP at least every two years alternating with Stull Evaluation year, probationary employees at least once each year during the probationary period.

13.12.3 Examples of the forms and questionnaires to be used in this procedure shall be appended to this Agreement as Appendix 8.

13.12.4 After the first year of use, a review committee composed of four teachers to be appointed by OEA and four administrators will review and if necessary revise the forms.

13.12.5 Implementation of the Instructional Assistance Program

13.12.5.1 Site administrators will obtain valid student or parent input into the assessment of Educational Programs and site personnel. District approved instruments and procedures based upon professionally recognized models and samples, including the use of student surveys conducted by the teacher in grades four and above and by parent surveys in grades three and below.

13.12.5.2 Teachers and the site administrator shall jointly plan the means by which the implementation procedure will be employed.

13.12.6 General Provisions

13.12.6.1 Program assessment data and information shall be kept in a confidential file at the school site, and shall only be available to the unit member and his/her union representative, and the site administrator(s).

13.12.6.2 Said data and information shall not be made available to any other District personnel without the prior written approval of the unit member and the site administrator(s).

13.12.6.3 Said data and information shall not be used in any unit member evaluation procedure, disciplinary process, or in any other punitive action.

13.12.6.4 If the unit member believes that said data and information has been used in a subsequent evaluation, he/she may challenge the evaluation, and if he/she can show that said evaluation was based upon or connected to the data/information, said evaluation shall be destroyed.

13.12.6.5 The SIAP shall not be implemented unless it is coupled with a process by which teachers and other unit members shall assess the various site administrators. To improve overall site administration, the frequency of which in each school shall be the same as the application of the SIAP for teachers and other unit members.

APPENDIX

OEA accepts the revised timelines in District Proposal 42 from the Appendix on Evaluation, but does not accept substantive changes including, but not limited to, the addition of the SMARTe goals or additional observations beyond one fall long observation, one winter short observation and one spring long observation..