

UNIT G
ARTICLE IX

EVALUATION PROCEDURES

1.0 Schedule: Employees assigned as a School Supervision Aide or Community Representative shall be given a performance evaluation at least once every school year. Employees assigned as a ~~Playground~~ Out of School Program Supervisor, ~~or Playground~~ Out of School Program Worker, or Part-time Playground Helper to a Youth Services Section-funded ~~Beyond the Bell~~ program ~~who are regularly assigned Monday through Friday~~ shall receive periodic Visitation Evaluation Reports from the appropriate immediate supervisor.

- a. Restricted employees shall be given a promotability rating as part of the examination process.
- b. Permanent employees shall be given a performance evaluation at least once every school year. The District shall make a reasonable effort to issue the employee's annual evaluation at least twenty working days prior to the end of the employee's assignment basis for that school year. The parties realize that because of year-round schools and different work schedules, employees' assignment bases may end at different times. For example, A basis employees' assignment basis ends June 30 and B or C basis employees may have their assignment basis end sooner than June 30 if they are assigned to a year-round school.

Evaluations may be issued within the last twenty days or in the next evaluation period in cases where the employee is unavailable. If an employee receives the annual evaluation within the last twenty working days, the further processing of any timely appeal or timely grievance shall be postponed, unless otherwise requested by the employee or the Union, until the employee's assignment basis begins again.

- c. In addition to any other performance evaluation which may be issued, any employee who did not receive an annual performance evaluation from at least one supervisor who supervised the employee at least ninety (90) calendar days during the annual evaluation period may request that a performance evaluation be completed by his/her current immediate supervisor once the employee has worked for the supervisor at least ninety (90) calendar days.

2.0 Procedure to be followed: Performance evaluation reports, including any annual and interim evaluations, shall be made on forms prescribed by the District.

2.1 Evaluations shall be based on direct observations or knowledge or

Unit G

Article IX – Evaluation Procedures

upon knowledge or information communicated directly to the evaluator and in accord with the facts and not upon unsubstantiated charges or rumors. It is understood with regard to the evaluation that the evaluator (generally the immediate administrator/supervisor) will, where appropriate, consult with the staff person responsible for directing the employee's work.

2.2 The evaluator shall discuss the written performance evaluation report with the employee at the time the evaluation is issued. However, in the event the parties are unable to meet, the supervisor shall arrange for a discussion at a later date. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the employee's option at the time of the conference or at a later date. The employee shall receive a copy of the evaluation.

3.0 Grievances: Any grievance filed alleging a violation of the foregoing sections shall be limited to a claim that the above procedures have not been complied with and shall not challenge the substantive content of the material(s) in question. If it is determined that a given procedure has been violated, the remedy shall be an order requiring compliance.

3.1 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the appropriate Local District Superintendent/Division head, or designated representative within ten (10) working days of receipt of the evaluation. The decision of the reviewer will be attached to the evaluation and shall be final and will be made within ten (10) working days after hearing the appeal. The employee may be represented in this appeal by the Union, if he/she so desires.

~~4.0 — Nothing in this article shall in any way alter or change the status of employees in this unit as unclassified "at-will" employees who may leave or be dismissed from their positions at any time with or without notice or cause. Without altering or modifying this at-will status, upon making a request to the site administrator within 72 hours of release from District service, an employee who is released will be informed of the reason for release. The District's decision regarding release from service is final and is not subject to the grievance and arbitration procedures provided for in this Agreement.~~

~~4.1 — Bargaining unit members who have served at the same school site for one or more years and are released may, after requesting and receiving reasons for their release, seek mediation and ultimately appeal the decision to the Local District Superintendent, Division Head, or designee. It being understood that the bargaining unit member will not be employed or in paid status during the mediation and appeal process. The parties shall request a mediator from the State Mediation and Conciliation Service (SMCS) to be available on mutually agreeable dates four (4) times per year. The parties shall endeavor to have dates scheduled every three months. The mediator shall work~~

Unit G

Article IX – Evaluation Procedures

~~with the parties to attempt to resolve all disputes that arose due to appealed releases that occurred after the last mediation date. If the dispute is not successfully resolved through mediation, the bargaining unit member may appeal to the Local District Superintendent, Division Head, or designee. The Local District Superintendent, Division Head or designee shall determine whether to sustain or overturn the release. The decision by the Local District Superintendent, Division Head, or designee shall be final and binding. This provision does not create any expectation of permanency or property rights in Unit G classifications. The parties agree to meet at the conclusion of the 2018-2019 school year to evaluate the process and discuss if any changes or improvements need to be made. This provision shall not apply to any Unit G classification that joins the classified service through legislation.~~

4.0 Notice of Unsatisfactory Service or Act: Employees may also grieve under Article IV (Grievance Procedure) a formal Notice of Unsatisfactory Service or Act which does not recommend disciplinary action (suspension, demotion, or dismissal), including a claim that the procedures in Section 2.0 have not been followed. A Notice of Unsatisfactory Service or Act which does recommend disciplinary action may be appealed to the Personnel Commission in accordance with the provisions of Personnel Commission Rule 904. Counseling memoranda and other correspondence related to work performance concerns shall not be grievable.

5.0 Files: An employee shall be provided a copy of all adverse written materials prior to or at the time they are placed in their personnel file maintained at the Personnel Commission.

5.1 The employee shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. Upon reasonable prior notice, an employee shall have the right to inspect their personnel file during the normal office hours of the Personnel Commission without loss of pay. The employee's Union representative shall have the right, with the written consent of the employee, to inspect their personnel file. Employees will not be charged for the first five (5) pages of materials in the personnel file which they request. An employee shall also be entitled to a copy of any document the employee is requested to sign.

5.2 Conference Memos: The purpose of a conference memo is to inform the employee in writing about perceived deficiencies, where appropriate to provide constructive assistance to the employee to improve, and to document the communication on a reasonably current basis.

A conference memo is a written record about work performance issues issued after a face-to-face meeting, a telephone discussion if the employee or supervisor is unable to personally meet. Non-availability of the employee or representative for more than a reasonable time shall not delay the issuance of a conference memo.

Unit G

Article IX – Evaluation Procedures

When the District determines that a formal conference memo is to be issued, the following procedures shall apply:

- a. The conference memo will be signed by the issuing supervisor. The employee shall have the right to sign the conference memo in accordance with Section 5.1.
- b. A copy of the memo will be given to the employee. The supervisor shall make reasonable efforts to obtain the signature of the employee acknowledging receipt of the memo or of a witness that the conference memo was delivered.
- c. Any written response from the employee shall be attached to the memo and retained with the file copy.

Neither the District nor the employee shall consider the conference memo by itself to constitute discipline. Any use of conference memos in subsequent disciplinary proceedings shall be to establish that the employee had notice of the concerns expressed in the conference memo. The underlying facts which gave rise to the conference memo (e.g., absence or tardiness record or the employee conduct at issue) may be presented in the disciplinary proceeding.

With the exception described below, annual evaluations shall not be based on conference memos issued in prior annual evaluation periods, but such conference memos may only be referred to as establishing prior notice to the employee of the concerns set forth. Generally, in order to provide an opportunity for remediation of job-related deficiencies, administrators shall not refer to a conference memo issued for the first time within thirty (30) days of the employee's annual evaluation. However, if conduct arose during that period of time which was of significant nature, such reference is permissible. When a conference memo issued within the last thirty (30) days is not referenced in the current year's evaluation, it may be referenced in the next years' annual evaluation.

Any conference memo for which there is not repetition of the concern, event, conduct or incident which gave rise to the conference memo, except those relating to serious misconduct such as child abuse, theft, substance abuse or violence, shall be void after three (3) years. Upon request of the employee, such conference memos shall be removed from the employee's files.

6.0 Prior to taking disciplinary (suspension, demotion, or dismissal) action against an employee, the responsible administrator shall advise the employee that disciplinary action may be taken and schedule a meeting to discuss the matter. The employee shall, upon request, be entitled to be accompanied at this meeting by a Local 99 representative or other person of the employee's choice. Non-availability of the employee or representative for more than a reasonable time shall not delay appropriate

Unit G

Article IX – Evaluation Procedures

action, if any. This right shall not extend to routine conferences or any other meetings or to any conferences conducted under the Evaluation Procedures of this Article. Claimed violations of this Section shall be presented through appropriate disciplinary appeals.

7.0 Employees required to attend meetings scheduled by the District pursuant to this Article shall be paid appropriate mileage pursuant to Article XI, Section 8.0.

8.0 ~~5.0~~ Discussions between a Unit employee and District supervision concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this Section, "privately" means either a private location, or a location which may be in public view but is not within earshot of other employees.

8.1 ~~5.1~~ The District will take reasonable steps to inform staff to avoid conversations in public with Unit members concerning the member's unsatisfactory work performance or work-related problems. If a Unit member has a complaint about the manner in which a conversation with staff concerning the member's unsatisfactory work performance or work-related problems has occurred, they may bring such concerns to the site administrator or designee.

