

**Tentative Agreement
Between California School Employee Association and its Chapters 471, 731, 258
And Sweetwater Union High School District**

May 6, 2021

ARTICLE 5

EVALUATIONS

5.1 Introduction:

- A. An evaluation is the careful, systematic appraisal of employee work performance based upon the direct observation and/or knowledge of the evaluator. Performance evaluation reports provide a basis for employee counseling and assistance for the purpose of promoting greater work efficiency.
- B. The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluation and a means of making the results of such evaluations known to the employees.
- C. Any negative evaluation shall include specific written recommendations and reasonable time lines for improvements and provisions for assisting the employee in implementing any recommendations made.

5.2 Pre-Evaluation Counseling:

Prior to any evaluation (including nonscheduled evaluations,) each employee shall be given information about the District performance evaluation form and program and the supervisor's standards (goals, objectives and expectations). Should a permanent employee's performance fall short of these standards, the evaluator shall conduct subsequent counseling and assistance to insure that the employee has at least forty (40) duty days to improve his/her performance prior to the date of the evaluation. Any changes in performance standards will be made known to all affected employees before implementation.

5.3 Performance Evaluation:

A. Scheduled Evaluation:

- 1. **Probationary Employees: Are employees serving a trial period of six (6) months (or 130 working days, whichever is longer) before being advanced into permanent status in the district or an employee who has attained permanence and has received a promotional appointment to a permanent position. All unpaid leaves are excluded from the probationary period. Employees in a probationary status will receive Performance evaluation reports ~~shall be submitted~~ prior to**

the end of the third month and one (1) month prior to completion of the **six (6) month** probation period. **The Superintendent or designee may dismiss an employee at any time during the initial probationary period without the right to appeal. A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position, shall be returned to the most recent position where they completed the required probationary period.**

2. Permanent Employees: Performance evaluation reports shall be submitted every year in April. Employees employed in the District for more than three (3) years will be evaluated every other year.

B. Nonscheduled Evaluations:

1. A nonscheduled evaluation report may be submitted at any time with at least two (2) workdays notice to the employee. Such evaluation reports may be used to provide a record of either a marked deterioration or a significant improvement in employee performance between regularly scheduled evaluations, or for recording formal commendations for outstanding performance. The provisions of Section 5.2, Pre-Evaluation Counseling, also apply to this section.
2. If a nonscheduled evaluation indicates that the employee's performance is not meeting standards, the evaluation shall include supporting documentation and shall specify improvement needed. A follow-up evaluation shall be administered to assess the employee's performance no later than three (3) months from the date of the nonscheduled evaluation.

5.4 Acknowledgment of Evaluation:

The evaluation report shall be filled out and signed by the supervisor and discussed with the employee. The employee shall be provided a legible copy of this/her evaluation. The employee will be required to acknowledge receiving the evaluation by signing it; however, this shall not be interpreted that the employee is in agreement with the evaluation. Within twenty (20) duty days the employee may make written comments about the evaluation, which shall be attached to the evaluation before both documents are added to the employer's file.

5.5 Evaluation Appeals:

Evaluation reports express the judgment and opinions of supervisory authority, and as such may be grieved only to the extent that the evaluation procedure was not followed. When an employee believes that he/she has been unfairly or improperly evaluated, such employee shall have the right to submit a written signed rebuttal to the report which shall be attached to the performance evaluation report and included in the employee's permanent file. Personnel files may be inspected in accordance with the Education Code.

5.6 Higher Level Review:

All performance evaluations shall be reviewed by a Human Resources administrator.

5.7 The evaluation form shall be incorporated as part of this Agreement and can be found in Appendix A.

5.8 Complaints:

- A. Any written complaint about a bargaining unit member which is to be included or considered in the evaluation of the unit member shall be reported within three (3) duty days of receipt to the bargaining unit member.
- B. The unit member shall have the opportunity to respond in the way of comment, explanation, or facts as perceived by the unit member.
- C. If the involved unit member believes that the allegations in the complaint warrant a meeting, the unit member may request a meeting with the involved parties. The supervisor shall have the prerogative of meeting with the parties in the event the unit member does not request a meeting. A CSEA representative may be present at said meeting if requested by the unit member.
- D. If the matter is not resolved at the meeting to the satisfaction of all parties the unit member will be provided with a copy of the complaint and the District shall independently investigate the accuracy of the facts alleged. Only if the District finds validity in the complaint, will the written complaint and any attached responses by the unit member and/or supervisor be placed in the unit member's personnel file.
- E. Unit members may file complaints against other employees in accordance with administrative regulation no. 1312.1.

5.9 Discipline:

- A. No employee can be disciplined for any incident after twenty (20) duty days following the occurrence or knowledge of said incident by the employer which has not been brought to the attention of the employee either verbally or in writing.
- B. When the primary purpose of the initial conference is to impose, or to recommend the imposition of discipline against the employee, the employee shall first be entitled to receive written notice of said purpose and of his/her rights to representation at least forty-eight (48) hours in advance of convening the conference. This section shall not apply to suspensions resulting from charges or arrests for criminal acts for which suspension is mandated under the law.
- C. Employees shall have the right to have a representative of their choice present at any conference between the employee and the District. It shall be the

responsibility of CSEA to secure release time for the selected representative through the Division of Human Resources.

- D. All employees, if requested, shall have the right to have CSEA representation present at any meeting with supervisors or management.

Employees shall be informed of the intent of the aforementioned meeting at least forty-eight (48) hours in advance in order to arrange for representation.

5.10 Personnel File Content and Inspection:

- A. The Board shall maintain the unit member's personnel files at the District Administration Center. Any files kept by the unit member's principal or supervisor shall not contain any material not found in the District's files except for materials relating to a current evaluation.
- B. Every employee shall have the right to inspect and receive copies of these materials upon request, providing that the request is made at a time when the person is not actually required to render services to the employing District.
- C. Materials in a unit member's personnel file at the Division of Human Resources that may serve as a basis for affecting the status of their employment are to be made available for the inspection by the person involved upon request. After material of a derogatory nature has been in an employee's file for a period of five (5) years and there have been no other incidents of the same nature in that period, the employee may request that the file be reviewed by the Assistant Superintendent, Human Resources or his/her designee. The Assistant Superintendent, Human Resources will remove the derogatory material from the file.
- D. Except as otherwise provided in Section 5.10.E., this material is not to include ratings, reports, or records that (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- E. Except material mentioned in Section 5.10.D., information of a derogatory nature which can be investigated and verified, shall not be entered or filed until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- F. Employees shall be notified within fifteen (15) duty days following the District's receipt of any written report or document describing any negative incident which may result in derogatory material being placed in the personnel file of the

employee. The employee will be given the opportunity to rebut this material in writing.

- G. Notwithstanding Section 5.10.D., every non-credentialed employee shall have access to his or her numerical scores obtained as a result of a written examination.
- H. The District shall maintain a written log inside each unit member's personal file that records who has reviewed the file.

5.11 Evaluation Growth and Development Model Working Committee

During the term of this Agreement, the parties shall work collaboratively to transform the existing evaluation model set forth in Article 5 into a growth and development model of evaluation. The parties will collaboratively determine if changes could be as simple as modifying the evaluation form to encourage the employee and manager to develop and document growth goals based on individual interests and District needs, potential professional development opportunities and mechanisms for recognizing employee achievements. Parties acknowledge the need to jointly develop and jointly train unit members and supervisors regarding the rationale for a new growth and development model and how best to support employees in its use. The goal of the parties will be to develop a model, provide training on the model, pilot the model and bring recommendations back to both the District and Association's bargaining committees by March 1, so language can be developed for changes to this Article in advance of negotiations over the successor agreement. During the term of the Agreement, Article 5 will remain in effect.

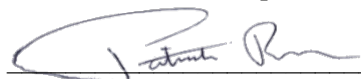
For the Association:



Ron Silva
CSEA President, Chapter 258



Troy Johnson
CSEA President, Chapter 471



Patrick Brown
CSEA President, Chapter 731

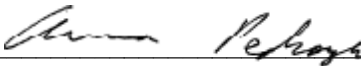


Cynthia McDaniel
CSEA Labor Relations Representative

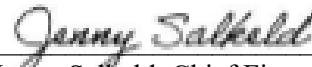
For the District:



Roberto Rodriguez, Director of Labor Relations



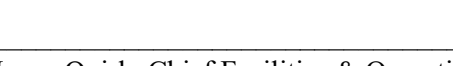
Anna Pedroza, Director, Human Resources



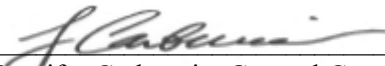
Jenny Salkeld, Chief Financial Officer



Michelle Sturm Gonzalez, Director, Special Services



Janea Quirk, Chief Facilities & Operations Officer



Jennifer Carbuccia, General Counsel