

**San Diego Unified School District  
Proposal to the  
San Diego Education Association  
Proposal**

**Article 14 (Performance Evaluation Procedures)  
District Proposal Passed June 19, 2014  
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**ARTICLE 14. PERFORMANCE EVALUATION PROCEDURES**

**Section 14.1: PURPOSE**

The purpose of the unit member performance evaluation process is to develop and maintain effective performance in all areas of responsibility in alignment with district goals.

**Section 14.2: PERFORMANCE EVALUATION**

- 14.2.1. Frequency. Evaluation and assessment of the performance of unit members will be made on a continuing basis, but at least once each school year for probationary unit members (including unit members serving on leave-replacement contracts and interns), and every other year for unit members in permanent status whose most recent performance evaluation has been effective.

A unit member may be evaluated up to every five (5) years under all of the following conditions:

- a. The unit member has permanent status;
- b. The unit member has been employed by the District for at least 10 years;
- c. The unit member is "highly qualified" under NCLB (if occupying a position that requires this status);
- d. The unit member's previous evaluation rating was effective;
- e. The unit member and the member's evaluator agree to a cycle of up to five (5) years. Agreement on a five (5) year evaluation shall be decided on an individual basis, and shall not be based on arbitrary or capricious reasons; and
- f. Either the unit member or the evaluator may withdraw consent at any time, but the stated reason or cause shall not be arbitrary or capricious.

Unit members participating in the alternative evaluation process described in Section 14.7. may deviate from this schedule and a unit member participating in the National Board Certification Program shall be exempted from routine performance evaluation procedures in Sections 14.1. through 14.6. during the period of time when he/she is involved in the certification process.

- 14.2.2. Designation of Evaluator. The supervisor of each unit member designated in the unit member's job description shall be the evaluator. The supervisor may delegate the evaluation to other credentialed supervisory personnel. Such delegation will be explained to the evaluatee. A special evaluation shall be conducted by the supervisor or it may be delegated at the supervisor's discretion and with the appropriate division head's approval.

## **Section 14.3: EVALUATION COMPONENTS**

Evaluation components include evaluation elements, objectives, and responsibilities contained in the unit member's job description.

### **14.3.1. Elements of Evaluation.**

14.3.1.1. The competency of classroom unit members will be evaluated and assessed as such competency reasonably relates to:

- a. Progress of pupils toward established standards.
- b. Instructional techniques and strategies.
- c. Adherence to curricular objectives.
- d. Establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.
- e. Performance of non-instructional duties and responsibilities including supervisory and advisory duties.

14.3.1.2. The competency of non-classroom unit members will be evaluated as such competency relates to:

- a. Provision of specialized support/services to pupils and other unit members.
- b. Provision of services/resources to school sites to support school, division, and district objectives.
- c. Performance of supervisory and advisory duties as may be prescribed by the appropriate supervisor.
- d. Applicable classroom unit member elements of evaluation.

### **14.3.2. Objectives and Assessment Techniques.**

14.3.2.1. Mutual Determinations. The evaluator and the evaluatee shall mutually determine the objectives, the assessment techniques to be used for evaluation and whether the evaluation is to be conducted under Sections 14.3.1.1. or 14.3.1.2. (Refer to Section 14.4. for Resolution of Disagreement in this area.)

14.3.2.2. Selection of Objectives. A minimum of three (3) objectives must be selected:

- a. Elementary. For elementary classroom unit members, selection of at least one (1) objective in an academic area (language arts, reading, or mathematics) and one (1) objective in another subject area is required. At least one of these two (2) objectives shall reflect district/site goals.
- b. Secondary. Secondary classroom unit members shall select at least one (1) objective which reflects district/site goals in a subject area within their major or minor teaching field or teaching assignment.
- c. Non-classroom unit members. Non-classroom unit members, focusing upon primary job responsibilities as contained in the job description, as well as specific school needs assessments, shall be required.

14.3.2.3. Scope of Objectives and Standards. Objectives and standards may be established for any area of position responsibility, evaluation elements, or other responsibilities and non-instructional duties as prescribed by the Board of Education in the job descriptions.

14.3.2.4. Identification of Constraints. When objectives and standards are established, the evaluator and evaluatee shall identify any constraints which would hinder or limit the achievement of performance objectives and standards.

14.3.2.5. Modification of Objectives. During the year, if any specified constraints cannot be overcome or objectives become inappropriate (e.g., grade level change), the evaluator and the evaluatee may modify the objectives. (Refer to Section 14.4. for Resolution of Disagreement in this area.)

14.3.3. Performance Standards. While evaluation will concentrate upon selected areas for each individual, the unit member will be expected to maintain effective standards of performance in all areas of responsibility as identified in the unit member's job description.

**Section 14.4: RESOLUTION OF DISAGREEMENT BETWEEN EVALUATOR AND EVALUATEE (For use in resolution of disputes in Sections 14.3.2.1., 14.3.2.5., 14.6.1.3., and 14.7.)**

14.4.1. Third Party Recommendations. Should agreement not be achieved between the evaluator and the evaluatee as to the areas of evaluation, performance objectives and standards, evaluation elements, evaluation criteria, support requirements, or ongoing plans for evaluating performance status, recommendations from a third party shall be solicited.

14.4.2. Third Party Selection. The evaluator and the evaluatee shall attempt to mutually agree upon the third party. Failing agreement, the matter shall be referred to the evaluator's supervisor who shall select an appropriate third party from any of the following categories of job classifications: teacher, specialist, consultant, coordinator, director, or assistant director, or other parties as agreed. If the dispute involves an evaluatee who is a Counselor, School Nurse, Speech-Language Pathologist, or School Psychologist, the third party shall be credentialed in the same area as the evaluatee. The third party shall make recommendations to the evaluatee and the evaluator.

14.4.3. Final Decision Responsibility. If the recommendations of the third party do not resolve the disagreement, the evaluator's supervisor, in consultation with the Contract Administration Committee, shall make the final decision after considering the recommendations of the third party, and if requested, meeting with the evaluator and the evaluatee.

**Section 14.5: CONSTRAINTS**

14.5.1. A unit member shall not be evaluated based upon the use of publisher's norms established by standardized tests.

14.5.2. The goals, objectives, and standards for a particular unit member shall take into account the characteristics of students, class size, and availability of resources as established under district policies and procedures, the availability of equipment and materials identified by district standardized lists for the program being evaluated, and board-established goals, objectives, and standards.

14.5.3. Unit members shall not evaluate other unit members.

14.5.4. No mechanical or electronic recording device may be used to record conferences, classroom instruction or meetings involving unit members and their supervisors unless agreed to by all Parties. (See Appendix I)

**Section 14.6: EVALUATION PROCESS/TIMELINES**

14.6.1. Pre-evaluation.

14.6.1.1. During the first four (4) weeks of pupil attendance, the evaluator shall hold a staff meeting to review the evaluation procedures, distribute and explain copies of all evaluation forms, make available the district manual of unit member job descriptions, and review the evaluation calendar for the year.

14.6.1.2. No later than thirty-five (35) calendar days from the beginning of the school year or the beginning of an assignment, each unit member scheduled for evaluation shall meet with the principal, or designee responsible for his/her evaluation.

During this meeting, mutual agreement shall be reached on the objectives and criteria upon which the unit member will be evaluated, and upon the assessment techniques which will be utilized to determine the degree of the unit member's achievement of objectives and criteria.

- 14.6.1.3. Within ten (10) workdays of this conference, the unit member shall prepare a written copy of objectives, criteria and assessment techniques determined (Parts A, B, and C of the evaluation worksheets) and submit them to the supervisor.

Within ten (10) workdays of receipt of the unit member's objectives, the supervisor shall approve or disapprove the objectives. If the objectives have not been approved, the supervisor will schedule a conference with the unit member. (Refer to Section 14.4. for resolution of disagreements in this area.)

- 14.6.1.4. At the request of a school nurse or district counselor, the evaluator will forward a copy of the evaluation and/or objectives to the appropriate department head/program manager.

14.6.2. Observation Procedures.

- 14.6.2.1. Nothing precludes evaluators from carrying out their normal supervisory responsibilities by observing the evaluatee's total job performance at any time.

When classroom observations are being used as assessment techniques for a unit member whose performance is considered effective, the evaluator should notify the evaluatee when the observation is to be conducted, the method of observation, and who will do the observation.

- 14.6.2.2. The evaluatee shall provide the observer(s) with a brief outline of the lesson being observed and the assessment or observation method to be used to measure student achievement.

- 14.6.2.3. A written statement concerning each observation being used as an assessment technique will be prepared by the observer(s) within a reasonable period of time (approximately ten [10] workdays) and attached to the evaluation worksheet. A copy will be given to the evaluatee.

- 14.6.2.4. Upon receiving the observation statement from the evaluator, the unit member may attach a written response.

14.6.3. Progress Check and Remediation Plan

- 14.6.3.1. Whenever the evaluator determines that any aspect of an evaluatee's evaluation may be less than satisfactory, the evaluator shall schedule a conference to discuss the evaluatee's progress in achieving objectives and criteria. During this conference, the evaluator shall notify the evaluatee both in writing and verbally of the specific objectives and criteria where satisfactory progress is not being made.

- 14.6.3.2. Further, the evaluator shall develop a remediation plan which shall set forth:

- a. The specific areas where improved performance is necessary.
- b. The resources to be made available to assist the evaluatee which may include peer coaching, the assistance of a mentor teacher or released time to observe other unit members.
- c. The evaluator's role in assisting the evaluatee in achieving improved performance.
- d. A timeline for monitoring the evaluatee's performance.
- e. The evaluator will consult with the appropriate department head in the development of a progress check and remediation plan for itinerant nurses and district counselors.

- 14.6.3.3. This conference must take place sufficiently in advance of the final evaluation to afford the evaluatee the opportunity to improve, but in no event shall it take place less than fifty (50) work

days prior to the date of the final evaluation. Failure to schedule this conference and to meet the provisions of this Section may preclude the evaluator from evaluating an evaluatee as less than satisfactory.

14.6.3.4 If an absence occurs during the remediation period, the evaluator may decide, or the evaluatee may request, that the remediation period should terminate or be postponed to a later date. The evaluator's decision on this matter shall be final and shall be communicated to the unit member in writing. If the remediation period is terminated, the period shall begin anew when the unit member returns to work, commencing on a date to be established by the evaluator. A unit member whose remediation period is rescheduled in this manner shall not have access to the post and bid process set forth in Section 12.2.

#### 14.6.4. Final Evaluation

14.6.4.1. The evaluator and the evaluatee complete and sign Part D of the evaluation worksheet and performance evaluation addendum (if any). The evaluator prepares a draft copy of the summary evaluation report for discussion with the evaluatee according to the following schedule/ procedure:

- a. On or before the third Friday in February for second year probationary unit members.
- b. On or before the last workday in April for permanent unit members, first year probationary unit members, and leave replacements. This timeline may be extended up to May 15 for unit members assigned to year-round sites.

14.6.4.2. Not later than thirty (30) calendar days prior to the last school day of the school calendar, the evaluatee shall sign and be provided with a copy of his/her evaluation.

The evaluatee may, within thirty (30) calendar days, attach a written response to the evaluation which shall become a permanent part of the personnel file.

14.6.4.3. In the event an evaluatee has been evaluated as "Requires Improvement" or "Unsatisfactory" in any area of his/her evaluation, the evaluator may continue the evaluation process for the balance of the current school year. The evaluator may attach an addendum to the summary evaluation indicating the results of the continuing evaluation, as it relates to the areas identified as "Requires Improvement" or "Unsatisfactory." Should the performance fail to improve to "satisfactory", the evaluatee will be scheduled for a special evaluation during the next school year.

If the "Requires Improvement" or "Unsatisfactory" ratings are changed to "Satisfactory," a summary evaluation which reflects the improved performance will be prepared and signed by both Parties.

The evaluatee shall sign the addendum and may, within thirty (30) calendar days, attach a written response to the addendum which shall become a permanent part of the personnel file.

#### 14.6.5. Final Responsibility for Evaluation

Final responsibility for evaluation judgments shall rest with the evaluator. Upon the request of the evaluatee, the evaluator's supervisor shall review the evaluation. The division head shall review all evaluations reflecting less-than-effective performance. Sign off for itinerant nurses and district counselors shall include the appropriate department head.

#### 14.6.6. Grievability of Evaluations.

The evaluation is subject to the grievance procedure to the extent that these guidelines and procedures have not been followed.

### Section 14.7: ALTERNATIVE EVALUATION

14.7.1. Purpose. The alternative evaluation process encourages unit members to emphasize professional development and personal growth through the evaluation system. The process offers to unit members who have consistently demonstrated effective performance an alternative to the regular evaluation process. The

process is flexible in order to encourage unit members to grow in self-chosen areas of interest that promote and relate to student learning and instructional leadership through individual or group efforts. The goals, objectives, projects and criteria established under the alternative assessment process serve as the certificated performance evaluation in lieu of the regular evaluation. The process is structured to strengthen collegial relationships and cooperation and to decrease isolation.

#### 14.7.2. Evaluation Plan.

14.7.2.1. Participation. Permanent unit members with a minimum of five (5) years of effective certificated experience in the District may, with mutual agreement of the supervisor, elect to participate in the alternative evaluation process.

14.7.2.2. Evaluation Plan. At a pre-evaluation conference held in compliance with the timelines established in Section 14.6.1., the evaluatee(s) and the evaluator shall meet, discuss and mutually agree upon the evaluation plan, including constraints. Evaluatees and evaluators are encouraged to be creative and take risks when developing options. The evaluatee(s) and the evaluator will schedule evaluation updates throughout the assessment period. The agreed-upon evaluation plan may transcend the traditional school year cycle and the final evaluation conference may be extended by mutual agreement.

14.7.2.3. Basic Requirements. While participating in the alternative evaluation process, evaluatees continue to maintain responsibility for performance of basic job description requirements and Education Code requirements relating to progress of pupils toward district standards, use of appropriate instructional techniques and strategies, adherence to curricular objectives, establishment and maintenance of a suitable learning environment and performance of non-instructional duties and responsibilities including supervisory and advisory duties. Participation in this process assumes compliance with the requirements of the Education Code.

14.7.2.4. Final Evaluation. At the conclusion of the evaluation period, the evaluatee shall present to the evaluator the results of the agreed-upon evaluation plan. The evaluator shall review the results and complete a summary evaluation form for inclusion in the evaluatee's file.

14.7.2.5. Modification of Evaluation Plan. Upon mutual agreement between the evaluatee and the evaluator, the evaluation plan may be modified or the evaluatee may change to the regular evaluation process. In the event of a change to the regular evaluation process, appropriate timelines and objectives will be mutually established in accordance with appropriate sections of this Agreement.

14.7.2.6. Intent of Alternative Evaluation Sections. All sections of Article 14 apply to participants in the alternative evaluation process with the exception of Sections 14.3.2. and 14.6. Whenever the evaluator determines that any aspect of the evaluatee's evaluation may be less than satisfactory, the provisions of Section 14.6.1. and 14.6.3. will apply.

### **Section 14.8     New Evaluation Models**

SDEA and the District share a mutual interest in improving the evaluation process to ensure the process is one that focuses primarily on growth and development. Both parties recognize the difficulty and complexity of classroom teaching and non-classroom services. Hence, it is necessary to provide specificity and guidance regarding unit member expectations, and help administrators and unit members develop common understanding of what should be demonstrated in instructional and non-instructional settings. Both parties recognize that a growth and development evaluation process entails a reflective, meaningful professional discourse that will lead to growth experience for all unit members. To this end, the parties agree to the following:

#### 14.8.1   Phase 1: Research and Development of a New Evaluation Model

14.8.1.1   The parties shall convene two joint committees, each consisting of five (5) unit members appointed by SDEA and five (5) administrators appointed by the District, with one joint committee dedicated to developing a new evaluation model for instructional personnel, and the other dedicated to developing a model for non-instructional personnel.

14.8.1.2   The joint committees shall meet at least monthly, beginning immediately following ratification

of this agreement, to research and review alternative methods of evaluation systems, and procedures and protocols designed to encourage positive educator growth. The committees will develop model evaluation and performance indicators based on the following dimensions of teaching and learning: 1) purpose; 2) student engagement; 3) curriculum and pedagogy; 4) assessment for student learning; and 5) classroom environment and culture.

#### 14.8.2 Phase 2: Pilot Implementation at Selected Schools/Programs

14.8.2.1 The model evaluation and performance indicators developed by the committees will be implemented at pilot implementation schools/programs during the school year following ratification of this agreement. The pilot schools/programs identified by the committees will consist of 25% of the District's elementary, middle and high schools, with representation across the District geographically and across low/middle/high school performance levels.

14.8.2.2 At the pilot schools/programs the model evaluation criteria and performance indicators will, as a pilot program, replace the Elements of Evaluation in Article 14.3 of the current agreement. All other elements of the evaluation process delineated in Articles 14.2 through 14.6 will remain in effect at the pilot schools.

14.8.2.3 Participation by individual unit members at the pilot schools/programs shall be voluntary.

14.8.2.4 Unit members who are not scheduled to be evaluated during the pilot year are eligible to participate in the pilot program.

14.8.2.5 Any evaluation documents related to a participating unit member shall not become a part of the unit member's personnel records unless requested by the unit member.

14.8.2.6 Section 14.8.2.5 shall not apply to unit members who choose to participate but are subject to Section 14.9 (Special Evaluations).

#### 14.8.3 Phase 3: Recommendations to the Bargaining Parties

14.8.3.1 Based on the work of the joint committees, including but not limited to feedback received from participants in the pilot evaluation process at the pilot schools, on or before April 15 of the pilot implementation school year, each committee shall submit recommendations to the District and SDEA regarding implementation of new evaluation systems/processes for instructional and non-instructional personnel, including any recommended amendments to Article 14 of the collective bargaining agreement. The committees shall convene at least once after the submission of recommendations, and prior to the end of the school year, to discuss potential new or modified recommendations based on feedback received after the initial submission of recommendations.

14.8.3.2 After receiving the initial recommendations the parties shall meet and negotiate changes to Article 14 of the agreement, with the intent to negotiate any changes to Article 14 prior to the beginning of the following school year.

### **Section 14.89: SPECIAL EVALUATIONS**

**14.89.1. Types of Special Evaluations.** Special evaluations are conducted when a unit member's job performance is less than effective. Special evaluations are of two (2) types:

**14.89.1.1.** Those that occur to follow up on a unit member previously designated as less than effective.

**14.89.1.2.** Those that may occur at any time the supervisor determines that any aspect of the unit member's performance is less than effective. (See Section 14.8.7.)

**14.89.2. Frequency.** When a unit member has been evaluated as less than effective in one (1) year, the unit member shall be evaluated each year until the evaluation is effective or other appropriate action is taken.

**14.89.3. Designation of Evaluator.** The evaluation shall be conducted by the supervisor or it may be delegated at the supervisor's discretion and with the appropriate division head's approval.

- 14.89.4. Program of Improvement. If a unit member's evaluation contains a less-than-effective rating in the area of teaching methods or instruction, or control of classroom environment, the evaluator may require the evaluatee to participate in a program designed to improve appropriate areas of performance and to further pupil achievement and instructional objectives of the District.

Development of detailed lesson plans may be required as appropriate.

- 14.89.5. Counseling and Assistance. In consultation with the evaluatee and the appropriate district personnel, the evaluator will develop a written plan which includes:

14.89.5.1. The specific areas identified where improved performance is necessary, limited to those areas marked less than effective on the previous year's evaluation.

14.89.5.2. Resources to be made available to assist the evaluatee which may include peer coaching, the assistance of a consulting teacher per Article 18, released time to observe other unit members, printed materials, attendance at inservice training sessions, and/or central office assistance.

14.89.5.3. A timeline for monitoring the evaluatee's performance.

14.89.5.4. The evaluator's role in assisting the evaluatee in achieving improved performance.

14.89.5.5. Constraints, if any, to be included on the Evaluation Worksheet.

14.89.5.6. Provide regular updates of the evaluatee's progress in achieving improved performance. These updates shall be provided in writing.

14.89.5.7. The evaluator will consult with the appropriate department head in the development of special evaluation objectives for itinerant nurses and district counselors.

- 14.89.6. Evaluation Process/Timelines. Timelines for a special evaluation of unit members whose performance has been evaluated as "less than effective" during the previous school year are:

14.89.6.1. Pre-evaluation Conference. During the first four (4) weeks of pupil attendance, the evaluator initiates a pre-evaluation conference with the evaluatee during which time mutual agreement shall be reached on the issues established in Section 14.8.5.

The evaluator informs the evaluatee of exact areas of performance which require improvement, and consults with the evaluatee regarding objectives, standards for effective performance, assessment techniques, timelines, support requirements and constraints to be included on the Evaluation Worksheet. If mutual agreement is not reached during the consultation process, the evaluator will establish the objectives, etc., and inform the evaluatee.

Objectives, standards, assessment techniques, support requirements and constraints shall be related to the areas marked less than effective on the previous year's evaluation. An evaluation worksheet should be completed (Parts A, B, and C) and signed within fifteen (15) calendar days after the conference.

- 14.89.6.2. Progress Check Conference. On or before the third Friday in December, the supervisor initiates a progress check conference with the teacher.

a. The supervisor:

1) Reviews unit member's performance.

2) Provides unit member with copy of mid-year evaluation report.

3) If progress has been satisfactory, terminates special evaluation. If desired improvement has not been achieved, continues the evaluation process until February 15 for probationary unit members or within thirty (30) calendar days before the last school day for permanent teachers.

- 4) If performance is not improved, may proceed with appropriate action as necessary.

14.89.6.3. Summary Evaluation Conference.

On or before February 15 for probationary unit members or within thirty (30) calendar days before the last school day for permanent unit members, evaluator initiates a summary evaluation conference with the unit member.

a. The evaluator:

- 1) Completes and signs part D of evaluation worksheets and retains for site records.
- 2) Prepares and signs summary evaluation report and addenda (see Article 18.5.7. and 18.5.8.). Unit member signs documents and is provided with a copy of the summary evaluation report and related materials. Unit member may, within thirty (30) calendar days, submit written comments which will be attached to the evaluation and become a permanent part of the evaluation document.
- 3) If performance is satisfactory, the evaluation is complete.
- 4) If performance continues to be less than effective, supervisor schedules a special evaluation for the next school year and/or proceeds with appropriate disciplinary action.
- 5) Forwards the summary evaluation report to the Department of Human Resource Services Division, Certificated, through divisional channels.

14.89.7. Expedited Special Evaluations. Expedited special evaluations may take place during a unit member's non-evaluation year whenever a demonstrable deficiency in a unit member's performance has occurred. The unit member must first be notified through a conference with written memorandum of summary (not placed in the Education Center personnel file if resolved) that such a deficiency has occurred, and that expedited special evaluation is possible if performance has not improved within a reasonable period of time. This conference and memorandum of summary is not required in cases of severe misconduct.

Expedited special evaluations will occur in accordance with the provisions of the required special evaluation process (Section 14.8.6.) and shall require a minimum timeframe of fifty (50) work days during which time a pre-evaluation conference, progress check and summary evaluation conference must occur.

14.89.8. Recognition. The District and the Association shall develop a form which may be used for recognizing the positive contributions which unit members make to the school site and/or the District. Site and district administrators may utilize this form to recognize such contributions. Copies of the completed form shall be distributed to the unit member and the unit member's district personnel file.

**Section 14.910: PERSONNEL FILES**

14.9.10.1. Request to Review. Materials in a unit member's personnel file maintained at the unit member's work location or in the Human Resource Services Division are to be made available for the unit member's review upon request, at a mutually agreed-upon non-instructional time.

14.9.10.2. Right of Representation. The unit member may be accompanied by a representative while reviewing the records, which will be done in the presence of the administrator responsible for safeguarding these files, if maintained at the work location, or a Human Resource Services Division administrator, if maintained at the Education Center. A representative of the unit member may, with written permission of the unit member, conduct a review of the personnel file.

14.9.10.3. Exclusions. The material which may be reviewed shall not include ratings, reports, or records which:

14.9.10.3.1. Were obtained prior to the unit member's employment, or

14.9.10.3.2. Were prepared by identifiable examination committee members, or

14.9.10.3.3. Were obtained in connection with a promotional examination.

**Section 14.10.11: PLACEMENT OF DEROGATORY MATERIAL IN PERSONNEL FILES**

14.10.11.1. Derogatory material shall not be entered in a unit member's site or district personnel file unless and until the unit member is notified and given an opportunity to review and comment thereon.

14.10.11.2. The unit member shall be given a copy of the material and shall acknowledge that he/she has read such material by signing and dating the original record. It is understood that his/her signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.

14.10.11.3. The unit member's review of such derogatory material will take place during normal business hours, at a mutually agreed-upon time. The unit member shall be released from duty without loss of pay for this purpose, if necessary.

14.10.11.4. The unit member may, within a reasonable period of time, submit written comments which shall be attached to such material and become a permanent part of the document.

~~14.10.5. Electronic mail (e-mail) is not a confidential medium. Therefore, performance evaluations or materials of a derogatory nature shall not be transmitted by electronic mail/internet.~~

**Section 14.11.12: COMPLAINTS**

Handling of complaints under this Section shall be limited to those which will become a matter of record and which may affect the evaluation of the unit member.

14.11.12.1. Definitions.

14.11.12.1.1. Formal Complaint. A written statement, signed and verified under penalty of perjury, by a complainant on forms provided by the District which alleges a specific violation, by a unit member, of a district policy, procedure or long standing practice, and which by virtue of such violation, has adversely affected the complainant and/or his/her family. Uniform Complaints, reports to the Fraud Hotline, Liability Claims, and other investigations which are required by law are not subject to this Article.

14.11.12.1.2. Informal Complaint. Any complaint which does not meet the definition of a formal complaint shall be considered an informal complaint.

14.11.12.1.3. Closed Session. A meeting of the Board of Education or a committee thereof, the Superintendent, and such other staff members as the Board may desire. Members of the public and the press who are not indispensable to determining the issues, finding facts, and reaching a conclusion on the matter shall be barred from attendance.

14.11.12.1.4. Response. A written statement signed by the unit member named in the complaint which answers the complaint. It may also contain counter allegations. It does not need to be verified under penalty of perjury.

14.11.12.1.5. Adverse Action. Any formal action which shall become a matter of record in the unit member's personnel file.

14.11.12.2. Initiation of Complaint. Complaints may be initiated at the site, District or Board level. Complaints received at the Board or District level will be forwarded to the appropriate ~~assistant superintendent~~ District personnel for resolution at the lowest possible level. It is the intention of all Parties to resolve concerns at the lowest possible level. Complaints against unit members whether initiated at the site level or at the Education Center by a parent, another employee or a member of the community will be called promptly to the unit member's attention and the identity of the complainant will be made known to

the unit member, except where disclosure of the identity of the complainant is prohibited by law or would interfere with an ongoing law enforcement investigation.

14.~~11~~.12.3. Informal Resolution. In an effort to resolve such complaints, the unit member's supervisor, upon receipt of a complaint under this Section, shall attempt to resolve the complaint utilizing the following progressive steps:

14.~~11~~.12.3.1. The immediate supervisor shall ask the complainant to contact the unit member involved and to attempt to resolve the problem directly with the unit member.

14.~~11~~.12.3.2. Failing resolution, if all Parties agree, the supervisor will schedule a meeting with the complainant and the unit member. The purpose of the meeting shall be to utilize problem-solving techniques in an effort to resolve the complaint. If all parties do not agree, the supervisor may meet separately with the complainant and the unit member if mutually agreed in an attempt to resolve the complaint.

14.~~11~~.12.3.3. Should the preceding step fail to resolve the complaint, the complainant may contact the appropriate division head to request direct intervention.

14.~~11~~.12.3.4. Failing resolution in all of the steps above, the complainant may submit the complaint, on a form approved by the District and the Association, to the Board of Education or a committee thereof to request a formal hearing.

14.~~11~~.12.4. Appeal to the Board of Education. In the event that the steps set forth in Sections 14.~~11~~.12.1. through 14.~~11~~.12.3. have been implemented, and the complaint remains unresolved, the Board of Education may discuss the issue informally in closed session, requesting written summaries of the issues presented at the earlier levels. If after such informal discussions, adverse action against the unit member is contemplated, the Board of Education shall implement the formal hearing procedure set forth below.

14.~~11~~.12.4.1. Hearing and Hearing Procedures.

14.~~11~~.12.4.1.1. Timelines. The Board of Education shall schedule a hearing within thirty (30) workdays of the date when a signed appeal from the informal procedure is received in the Board of Education office. Upon mutual agreement, this thirty (30) day time limit may be extended.

14.~~11~~.12.4.1.2. Procedure. The complaint and the response shall be presented in closed session to the Board of Education or a committee thereof, in the presence of the complainant and the respondent.

14.~~11~~.12.4.1.3. Representation.

a) The complainant may be accompanied by his/her attorney or a representative of his/her choice.

b) The unit member shall be entitled to representation by a representative of his/her choice, and, if appropriate as determined by the District, may be represented by the General Counsel.

14.~~11~~.12.4.1.4. Hearing Procedure. The hearing shall be solely on the issue raised by the complaint and the response. Complainant and the unit member may call witnesses to testify about the allegations made in the complaint or response, and may make whatever statements pertaining to the complaint which either deems desirable. Witnesses shall be sequestered at the request of either Party.

14.~~11~~.12.4.1.5. Conduct of Hearing. The presiding officer shall determine the manner in which the hearing is to be conducted, setting aside an appropriate amount of time for each side to present its case, and may limit the number of witnesses and other participants in the hearing. The complainant shall present first, and the unit

member will respond. It is understood that the burden of proof is on the complainant.

| 14.11.12.4.1.6. Record of Hearing. The hearing shall be considered a confidential personnel matter. If the presiding officer determines that a court reporter is necessary to record verbatim the entire hearing, it shall be at district expense.

| 14.11.12.4.1.7. Conclusion. Within a reasonable period of time after the hearing, the Board of Education will notify the complainant and the unit member of its decision.