

**Tentative Agreement Between
San Diego Unified School District
And
San Diego Education Association**

2022 Successor Bargaining

May 8, 2023

ARTICLE 14. PERFORMANCE EVALUATION PROCEDURES

The Parties intend to continue to collaborate on the creation, and roll out of an Educators Effectiveness and Empowerment (E3) Growth and Development model. In order to prepare for the full implementation of E3, the Parties shall convene a joint labor-management committee to assess the E3 model to ensure that learning, implementing, and maintaining the E3 model is manageable for all involved parties.

For the 2023-2024 school year, educators shall have the option to participate in either the E3 model or Alternative Evaluation in lieu of the Stull evaluation process pursuant to the Side Letter reached on May 18, 2023.

The District and the Association ~~continue to collaborate on the development and implementation of a new evaluation model and agree to reopen negotiations on this Article 14 – Performance Evaluation Procedures during the term of this Agreement.~~

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 ~~the~~ 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.~~ 14.2.1.1. The unit member has permanent status;

~~b.~~ 14.2.1.2. The unit member has been employed by the District for at least 10 years;

~~c.~~ 14.2.1.3. The unit member is “highly qualified” under NCLB (if occupying a position that requires this status);

~~d.~~ 14.2.1.4. The unit member’s previous evaluation rating was effective;

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~~e.14.2.1.5.~~ 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.14.2.1.6.~~ 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~~ they are 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.14.3.1.1.1.~~ Progress of pupils toward established standards.

~~b.14.3.1.1.2.~~ Instructional techniques and strategies.

~~c.14.3.1.1.3.~~ Adherence to curricular objectives.

~~d.14.3.1.1.4.~~ Establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.

~~e.14.3.1.1.5.~~ 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.14.3.1.2.1.~~ Provision of specialized support/services to pupils and other unit members.

~~b.14.3.1.2.2.~~ Provision of services/resources to school sites to support school, division, and ~~d~~District objectives.

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~~e-14.3.1.2.3.~~ Performance of supervisory and advisory duties as may be prescribed by the appropriate supervisor.

~~d-14.3.1.2.4.~~ 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-14.3.2.2.1.~~ 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 (1) of these two (2) objectives shall reflect ~~d~~District/site goals.

~~b-14.3.2.2.2.~~ Secondary. Secondary classroom unit members shall select at least one (1) objective which reflects ~~d~~District/site goals in a subject area within their major or minor teaching field or teaching assignment.

~~e-14.3.2.2.3.~~ Non-classroom. 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 evaluatee and the evaluator 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.)

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- 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 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 ~~d~~District policies and procedures, the availability of equipment and materials identified by ~~d~~District standardized lists for the program being evaluated, and ~~b~~Board-established goals, objectives, and standards.
- 14.5.3. Unit members shall not evaluate other unit members.
- 14.5.4. ~~No mechanical or electronic r~~Recording devices may only be used to record conferences, classroom instruction or meetings involving unit members and their supervisors ~~unless-if~~ 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 ~~d~~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~~ their evaluation.

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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:

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~~a-14.6.3.2.1.~~ The specific areas where improved performance is necessary.

~~b-14.6.3.2.2.~~ 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.

~~e-14.6.3.2.3.~~ The evaluator's role in assisting the evaluatee in achieving improved performance.

~~f-14.6.3.2.4.~~ A timeline for monitoring the evaluatee's performance.

~~e-14.6.3.2.5.~~ 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-14.6.4.1.1.~~ On or before the third Friday in February for second year probationary unit members.

~~b-14.6.4.1.2.~~ 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~~ their evaluation.

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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~~ their 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.

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- 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 ~~4~~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

The Association 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. 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 the Association 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.

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14.8.1.2. The joint committees shall meet at least monthly during the calendar year following ratification of this ~~a~~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 during this calendar year based on the following standards: 1) engaging and supporting all students and learning, 2) creating and maintaining effective environments for student learning, 3) understanding and organizing subject matter for student learning, 4) planning instruction and designing learning experiences for all students, 5) assessing students for learning, and 6) developing as professional educators. The listing of these standards is not intended to promote a specific or existing evaluation model/tool, but is intended only to identify broad categories related to teaching and learning. The committees are expected to review multiple existing evaluation tools/matrices (e.g. based on California Standards for the Teaching Profession, the 5D model, Marzano, other successful evaluation models in other California school districts, etc.) and develop District-specific model evaluation and performance indicators.

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 the completion of Phase 1. The goal is for the committees to identify pilot schools/programs consisting of twenty-five percent (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 Section~~ 14.3. of the current ~~a~~Agreement. All other elements of the evaluation process delineated in ~~Articles Sections~~ 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. Unit members subject to Section 14.9. (Special Evaluation) in the Pilot Implementation year shall not be entitled to participate in the pilot program.

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 the Association regarding implementation of new

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evaluation systems/processes for instructional and non-instructional personnel, including any recommended amendments to Article 14 of the ~~collective bargaining a~~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 school year.

Section 14.9: SPECIAL EVALUATIONS

14.9.1. 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:

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

- 14.9.1.2. 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 14.9.7.)

14.9.2. 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.

14.9.3. 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.

14.9.4. 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.

14.9.5. Counseling and Assistance. In consultation with the evaluatee and the appropriate ~~d~~District personnel, the evaluator will develop a written plan which includes:

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

- 14.9.5.2. 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 in-service training sessions, and/or central office assistance.

- 14.9.5.3. A timeline for monitoring the evaluatee's performance.

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- 14.9.5.4. The evaluator's role in assisting the evaluatee in achieving improved performance.
 - 14.9.5.5. Constraints, if any, to be included on the Evaluation Worksheet.
 - 14.9.5.6. Provide regular updates of the evaluatee's progress in achieving improved performance. These updates shall be provided in writing.
 - 14.9.5.7. The evaluator will consult with the appropriate department head in the development of special evaluation objectives for itinerant nurses and district counselors.
- 14.9.6. 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:
- 14.9.6.1. 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 14.9.5.

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.

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

~~a.~~ 14.9.6.2.1. The supervisor:

1) 14.9.6.2.1.1. Reviews unit member's performance.

2) 14.9.6.2.1.2. Provides unit member with copy of mid-year evaluation report.

3) 14.9.6.2.1.3. 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) 14.9.6.2.1.4. If performance is not improved, may proceed with appropriate action as necessary.

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14.9.6.3. 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-~~14.9.6.3.1. The evaluator:

1)14.9.6.3.1.1. Completes and signs part D of evaluation worksheets and retains for site records.

2)14.9.6.3.1.2. 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)14.9.6.3.1.3. If performance is satisfactory, the evaluation is complete.

4)14.9.6.3.1.4. 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)14.9.6.3.1.5. Forwards the summary evaluation report to the ~~Department of~~ Human Resource Services Division, ~~Certificated~~, through divisional channels.

14.9.7. 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 14.9.6.) 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.

14.9.8. 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 ~~D~~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 ~~D~~District personnel file.

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Section 14.10: PERSONNEL FILES

- 14.10.1.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.
- 14.10.2.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.
- 14.10.3.Exclusions. The material which may be reviewed shall not include ratings, reports, or records which:
- 14.10.3.1. Were obtained prior to the unit member's employment, or
 - 14.10.3.2. Were prepared by identifiable examination committee members, or
 - 14.10.3.3. Were obtained in connection with a promotional examination.

Section 14.11: PLACEMENT OF DEROGATORY MATERIAL IN PERSONNEL FILES

- 14.11.1. Derogatory material shall not be entered in a unit member's site or ~~at~~ District personnel file unless and until the unit member is notified and given an opportunity to review and comment thereon.
- 14.11.2. The unit member shall be given a copy of the material and shall acknowledge that ~~he/she has~~ they have read such material by signing and dating the original record. It is understood that ~~his/her~~ their signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.
- 14.11.3. 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.
- 14.11.4. 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.
- 14.11.5. Performance evaluations or materials of a derogatory nature shall ~~not only be~~ transmitted by electronically mail/internet. after two (2) attempts to provide the material to the unit member in person. If in person delivery is unsuccessful and the material is sent electronically, measures shall be taken to maintain confidentiality, and a copy shall also be mailed to the unit member's address on file with the District.

Section 14.12: COMPLAINTS

A tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each party's ratification process. Language written in italics is intent language and will not be included in contract language. Agreements are tentative until the Parties have final agreement.

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.

14.12.1. Definitions.

14.12.1.1. 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~~ their family.

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

14.12.1.3. 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.

14.12.1.4. 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.

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

14.12.2. 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 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.

14.12.3. 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:

14.12.3.1. 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.

14.12.3.2. 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.

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14.12.3.3. Should the preceding step fail to resolve the complaint, the complainant may contact the appropriate division head to request direct intervention.

14.12.3.4. 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.

14.12.4. Appeal to the Board of Education. In the event that the steps set forth in Sections 14.12.1. through 14.12.3. 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.

14.12.4.1. Hearing and Hearing Procedures.

14.12.4.1.1. 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.

14.12.4.1.2. 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.

14.12.4.1.3. Representation.

a) 14.12.4.1.3.1. The complainant may be accompanied by ~~his/her~~ their attorney or a representative of ~~his/her~~ their choice.

b) 14.12.4.1.3.2. The unit member shall be entitled to representation by a representative of ~~his/her~~ their choice, and, if appropriate as determined by the District, may be represented by the General Counsel.

14.12.4.1.4. 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.

14.12.4.1.5. 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.

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14.12.4.1.6. 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 ~~the~~ District expense.

14.12.4.1.7. 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.

14.12.5. The application of any provision of this ~~s~~Section which would conflict with state or federal law is subject to ~~Article~~ Section 36.2.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli May 19, 2023
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Drew Rowlands May 19, 2023
220919A3C55A48A...

Drew Rowlands Date
Chief Business Officer

FOR SDEA:

DocuSigned by:
Abdul Sayid May 19, 2023
A65BF18A00CC458...

Abdul Sayid Date
Executive Director

DocuSigned by:
Kyle Weinberg May 19, 2023
68800B5262E8427...

Kyle Weinberg Date
President

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**Tentative Agreement Between
San Diego Unified School District
And
San Diego Education Association**

2022 Successor Bargaining

May 8, 2023

ARTICLE 18. PEER REVIEW AND ENRICHMENT PROGRAM (PREP)

The Parties intend to continue to collaborate on the creation, and roll out of an Educators Effectiveness and Empowerment (E3) Growth and Development model. In order to prepare for the full implementation of E3, the Parties shall convene a joint labor-management committee to assess the E3 model to ensure that learning, implementing, and maintaining the E3 model is manageable for all involved parties.

For the 2023-2024 school year, educators shall have the option to participate in either the E3 model or Alternative Evaluation in lieu of the Stull evaluation process pursuant to the Side Letter reached on May 18, 2023.

The District and the Association ~~continue to collaborate on the development and implementation of a new evaluation model and~~ agree to reopen negotiations on this Article 18 – Peer Review and Enrichment Program, during the term of this Agreement.

Section 18.1.1: PURPOSE

The ~~San Diego Education Association and the San Diego Unified School District~~ are continuously striving to provide the highest possible quality of education. Teachers are valuable professionals who deserve to have the best resources available provided to them. The Peer Review and Enrichment Program (“Program”) is intended to be a support mechanism that allows exemplary teachers to assist peers who are seeking growth in subject matter knowledge and/or teaching strategies. The ~~p~~Parties are committed to improving student achievement by supporting teaching and learning in the classroom.

18.1.1. The Peer Enrichment Program (“PEP,” see Section 18.6.) shall constitute the voluntary assistance component of this Program. Voluntary Peer Enrichment shall be provided to all teachers via the PEP through school site and qualified program (due to the presence of classroom teachers, e.g., Life Skills) directed resources allocated on a per classroom teacher basis to each school site and qualified program. (See Section 18.6.3.4.)

18.1.2. Peer Assistance and Review – the mandatory component of this Program – shall be provided through Consulting Teachers to permanent teachers who are “Participating Teachers” as defined in this Article. This assistance shall not constitute the evaluation of certificated unit members as set forth in Article 14 and Education Code Section 44660, et seq.

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Section 18.2: DEFINITIONS FOR PURPOSES OF THIS PROGRAM

- 18.2.1. “Classroom Teacher” or “Teacher” is any unit member whose major professional responsibility is to provide instruction to pupils in a classroom setting. “Participating Teacher” is a permanent classroom teacher who has received an overall evaluation of Unsatisfactory based upon the ratings of the first four elements in any combination or Unsatisfactory in one of the four, and an overall evaluation of less than effective.
- 18.2.2. “Consulting Teacher” is an exemplary teacher meeting the requirements of Section 18.4.1. who is selected by the Joint Panel to provide assistance to a participating teacher.
- 18.2.3. “Principal” or “evaluating principal” is the certificated administrator appointed by the District to evaluate a teacher.

Section 18.3: GOVERNANCE AND PROGRAM STRUCTURE

18.3.1. Joint Panel

- 18.3.1.1. A Panel consisting of five (5) members, three (3) permanent classroom teachers selected by the Association and two (2) administrators appointed by the District will administer the Peer Review and Enrichment Program. There shall also be two (2) teacher alternates, who shall be permanent classroom teachers, and two (2) administrator alternates both to be trained and assume Panel duties if needed in the event of a conflict of interest or if a Panel member is unable to perform ~~his/her~~ their duties. Alternates have the right to attend all Panel meetings. The chair of the Panel shall alternate annually between the District and the Association.

A Panel member shall neither participate in discussion nor vote on any matter in which ~~he/she has~~ they have professional or personal conflict of interest.

- 18.3.1.2. A Panel member’s term shall be three (3) years. The alternate Panel members shall serve three (3) year terms.
- 18.3.1.3. The ~~p~~Parties to this ~~a~~Agreement share a mutual interest in appointing members to the Panel who reflect grade level diversity and who have demonstrated successful professional experience in the District.
- 18.3.1.4. The Joint Panel will make all decisions by consensus. In the absence of consensus then a majority vote is required except as provided in Section 18.3.1.7.2. Four (4) Panel members will constitute a quorum for the purposes of meeting and conducting business. Minutes shall be required for meetings of the Panel. Confidential information about individual Participating Teachers shall not be included in the minutes.
- 18.3.1.5. The Joint Panel’s primary responsibilities involve recommending the annual Peer Enrichment and Review Program and budget, and selecting and overseeing the Consulting Teachers. In addition, the Panel is responsible for:

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- 18.3.1.5.1. Submitting to the Board of Education and the Association an annual evaluation of the Program's impact, including improvements to be made in the program, recommendations regarding Participating Teachers with unsatisfactory evaluations (as defined in this Article), and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;
 - 18.3.1.5.2. Assigning the Consulting Teachers based on a selection process determined by the Panel;
 - 18.3.1.5.3. Reviewing Consulting Teachers' reports on Participating Teachers;
 - 18.3.1.5.4. Reviewing the effectiveness of the Consulting Teachers;
 - 18.3.1.5.5. Resolving issues and problems which may arise between the Consulting Teacher and the Participating Teacher;
 - 18.3.1.5.6. Providing training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers;
 - 18.3.1.5.7. Overseeing and annually evaluating the Peer Enrichment Program, including establishment of a cadre; and
 - 18.3.1.5.8. Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Panel's chair.
- 18.3.1.6. The Program resources shall be utilized in the following priority:
- 18.3.1.6.1. First, for Participating Teachers with an unsatisfactory evaluation as defined in this Article;
 - 18.3.1.6.2. Second, for teachers with a less than effective evaluation or who are on a remediation plan but are not mandated participating teachers; and
 - 18.3.1.6.3. Third, all teachers in accordance with the Peer Enrichment Program (PEP).
- 18.3.1.7. The Panel shall use the following procedure for developing and recommending the annual Program budget for the Participating Teacher part of the Program:
- 18.3.1.7.1. By June 1 of each fiscal year the Panel will develop a Program budget for the succeeding year, which will include:

~~(+)~~18.3.1.7.1.1. The estimated expenditures, involving:

~~±~~18.3.1.7.1.1.1. Projected number of Participating Teachers

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~~ii.~~18.3.1.7.1.1.2. Projected number of FTE Consulting Teachers needed to service the projected need

~~iii.~~18.3.1.7.1.1.3. Released time for Panel and Consulting teachers

~~iv.~~18.3.1.7.1.1.4. Pay for Panel is one thousand and five hundred dollars (\$1,500) ~~dollars~~ annually

~~v.~~18.3.1.7.1.1.5. Projected costs for training, administrative overhead, and necessary legal and consulting assistance

~~vi.~~18.3.1.7.1.1.6. Projected costs for assistance of participating teachers

~~vii.~~18.3.1.7.1.1.7. Available funds for the Peer Enrichment Program (PEP), including the per teacher allocation and the budget for each school site and qualified program in PEP.

18.3.1.7.2. By June 1, the Program and proposed budget will be approved by the Panel. Should the Panel fail to reach consensus (i.e., majority vote is not sufficient) on these matters, it shall refer the matter to the Association and the District to work together for resolution.

18.3.1.8. The Joint Panel shall attend the California Teacher Association Consulting Teacher and Panel Member Training or an equivalent training selected by the Panel.

Section 18.4.: CONSULTING TEACHERS

18.4.1. Minimum qualifications for Consulting Teachers.

18.4.1.1. A credentialed classroom teacher with permanent status and a minimum of five (5) years of classroom teaching experience and any three (3) of the last five (5) years in the classroom;

18.4.1.2. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and support of District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts;

18.4.1.3. Demonstrated ability to work cooperatively and effectively with other teachers and administrators, and demonstrated effective leadership skills;

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- 18.4.1.4. The Peer Assistance and Review Panel (PAR) will develop and implement a process for Consulting Teacher certification. The process will be reviewed annually by the PAR Panel.
- 18.4.2. Selection Process. The selection process for the Consulting Teachers shall be determined by the Panel and shall include provisions for observation of Consulting Teachers by the Panel. The process may include, but shall not be limited to, components such as application forms, required letters of reference from former colleagues (teachers and administrators), and interviews with the Panel. The Panel shall publicize in writing the specifics of the application procedure.
- 18.4.3. Training. Consulting Teachers shall attend training specified by the Joint Panel. The training will be the California Teacher Association Consulting Teacher and Panel Member Training or an equivalent training selected by the Panel.
- 18.4.4. Assignment of Consulting Teachers. The Joint Panel will assign Consulting Teachers. Within the first twelve (12) weeks of the regular school year, either the Consulting Teacher or the Participating Teacher may petition the Panel for an assignment change for good reasons. The participating teacher shall be allowed only one (1) change per year.
- 18.4.5. Term of Consulting Teachers. A Consulting Teacher's term will be for four (4) years. Following their assignment, incumbent Consulting Teachers may apply for an additional four (4) year term. Incumbent Consulting Teachers who reapply automatically meet the minimum qualifications for the position. Consulting Teachers who have finished a term of service and who are not reselected as a Consulting Teacher will have priority consideration when applying for another position in the District.
- 18.4.6. A Consulting Teacher shall not leave this assignment for another assignment in ~~this~~ the District during the period in which they are providing assistance to a Participating Teacher except during the first twelve (12) weeks of the school year.
- 18.4.7. Consulting Teacher caseload shall not exceed a maximum of six (6).
- 18.4.8. Consulting Teacher positions equal 1.0 FTE but can be filled by two (2) teachers on a job share.
- 18.4.9. Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:
- 18.4.9.1. Providing consultative assistance to improve in the specific areas targeted by the evaluating Principals;
- 18.4.9.2. Meeting and consulting with the Principal or designee regarding the nature of the assistance being provided;
- 18.4.9.3. Observing the Participating Teacher during classroom instruction and providing recommendations and feedback in a timely manner;

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18.4.9.4. Allowing the Participating Teacher to observe the Consulting Teacher or other selected teacher's teaching;

18.4.9.5. Attending specific training in specified teaching techniques or designated subject matter; demonstrating good practices to the Participating Teacher; and maintaining appropriate records for each Participating Teacher's activities and progress.

18.4.10. The professional responsibilities of every Consulting Teacher shall be to retain all materials generated regarding performance of their duties for at least four (4) years following issuance of the final report described herein. These materials are not subject to disclosure except as may be required by law. If for any reason a Consulting Teacher is unable to retain records as required herein, or if ~~he/she~~ they moves out of the area such that obtaining such records, if legally required, would be difficult, the Association shall assume the responsibilities described herein.

Section 18.5: PARTICIPATING TEACHERS

18.5.1. A Participating Teacher as defined in this Article must participate in the Program and receive assistance from and review by Consulting Teachers as set forth below.

18.5.2. The Consulting Teacher's assistance and review shall focus on the specific areas rated as less than effective by the Participating Teacher's evaluator in the remediation plan which is developed after the Participating Teacher receives the unsatisfactory rating as defined in this Article.

18.5.3. The recommendations of improvement contained in the remediation plan shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as performance goals required by Education Code Section 44664(a) and 44500(b)(2).

18.5.4. The Principal and the Consulting Teacher assigned shall meet and discuss the recommended areas of improvement outlined by the Principal in the remediation plan and the types of assistance that may be provided by the Consulting Teacher.

18.5.5. The Consulting Teacher and the evaluating principal are expected to establish a cooperative relationship and coordinate and align the assistance provided to the Participating Teacher.

18.5.6. The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide assistance as set forth in this Article, which shall include multiple observations of the Participating Teacher by the Consulting Teacher.

18.5.7. Before April 1 of each year, the Consulting Teacher shall complete a written report regarding the Participating Teacher's participation in the Program consisting solely of: (1) a summary of the areas targeted for improvement; (2) a description of the assistance provided to the Participating Teacher; and (3) sufficient information to enable the Joint Panel to make its recommendations to the Governing Board. This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal.

18.5.8. The above report shall be included as part of the Participating Teacher's annual evaluation.

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- 18.5.9. The evaluating principal shall have the discretion as to whether and how to use the report in the annual evaluation.
- 18.5.10. The Participating Teacher shall have the discretion as to whether and how to use the report in a response to the annual evaluation.
- 18.5.11. At the conclusion of the year of assistance and review, the Joint Panel shall report to the Participating Teacher, the principal, and the Board of Education of the School District that:
- 18.5.11.1. Either the Participating Teacher is now effective, or
- 18.5.11.2. The Joint Panel and Consulting Teacher do not consider that further assistance and review will be successful. This report shall include reasons in support of this conclusion. If this recommendation is made, the Participating Teacher's name shall be forwarded to the Governing Board pursuant to Section 18.3.1.5.1.
- 18.5.11.3. Notwithstanding paragraphs 18.5.11.1. and 18.5.11.2. above, and while the term of this assistance shall normally be for one (1) school year, the intervention may be extended to a second year if the Joint Panel believes progress is being made although the Participating Teacher may have not returned to the effective level of performance.

Section 18.6.: **PEER ENRICHMENT PROGRAM**

- 18.6.1. Purpose. The Peer Enrichment Program (PEP) constitutes the voluntary component of the California Peer Assistance and Review Program as required by Education Code section 44500 (b)(1). The intent of this program is to provide broad-based enrichment opportunities that encompass any area of classroom teacher need. A multitude of such opportunities will be provided through this program and implemented at the site.
- 18.6.2. Access to Enrichment Opportunities. This program is designed to provide enrichment to all classroom teachers desiring assistance in improving their practice.
- 18.6.2.1. Teachers in remediation or special evaluation but not in the mandatory assistance and review program who choose to disclose that fact to the site Peer Enrichment Committee (hereafter "Committee") shall be given priority for enrichment services.
- 18.6.2.2. Teachers wishing to access enrichment may do so through their site's Committee.
- 18.6.3. Program Funding. Each year, following the allocation of revenues necessary to operate the Participating Teacher component of the Peer Review and Enrichment Program as set forth in this Article, revenue received pursuant to the Peer Review and Enrichment Program (PREP) will be allocated and distributed to the sites and qualified programs on a per classroom teacher basis for the PEP. Expenditures of these funds will be governed by the process set forth below.
- 18.6.3.1. As used in this ~~a~~Article, any reference to the governance team refers to the principal (or designee) and SDEA bargaining unit members of the team.

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- 18.6.3.2. The Committee shall be composed of the principal/designee, the site Association Representative (“AR”), and one classroom teacher from the governance team who has been elected by secret ballot of the unit members on the team.
- 18.6.3.3. The District and the Association will jointly plan and present training for the principal and the AR of each governance team for the purpose of fostering a mutual understanding of the PREP as determined by the PREP Joint Panel after review and evaluation of previous training.
- 18.6.3.4. Qualified programs are those that include classroom teachers, e.g., Life Skills.
- 18.6.4. Procedures for Implementation of Site Enrichment Opportunities. The site-level determination of how PEP funds will be spent, what enrichment opportunities will be offered, and whether individual requests for enrichment opportunities are granted shall be according to the following procedures.
 - 18.6.4.1. PEP funds are to be used primarily for individual enrichment activities provided on a one-on-one basis, unless there is a site decision to provide another type of opportunity.
 - 18.6.4.2. The governance team will meet with the faculty annually to explain the program and collect input in order to determine the site direction of individual enrichment opportunities for classroom teachers.
 - 18.6.4.3. The faculty input will be forwarded to the Committee, whose role will be to:
 - 18.6.4.3.1. Implement the site direction for enrichment opportunities.
 - 18.6.4.3.2. Establish procedures to access enrichment opportunities.
 - 18.6.4.3.3. Review and approve requests for enrichment, including costs.
 - 18.6.4.3.4. Monitor the site’s enrichment funds.
 - 18.6.4.3.5. Serve as a liaison to the governance team and the PREP Joint Panel.
 - 18.6.4.3.6. Ensure the confidentiality of requests and participation in the enrichment program.
 - 18.6.4.4. Guidelines for the Peer Enrichment Committee.
 - 18.6.4.4.1. The Peer Enrichment funds are to be used for site-determined enrichment opportunities.
 - 18.6.4.4.2. Compensation may be approved by the Committee for hours spent providing enrichment activities and preparation time spent to plan such activities. Such compensation will be at the Additional Hourly Classroom Assignment Rate (Appendix A, 7.013 -- this reference is specifically to the per hour rate of pay only, and not to the subtext). This rate of compensation will be adjusted consistently with salary increases.

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- 18.6.4.4.3. Compensation for enrichment activities as set forth in the preceding sSection shall be provided only for time expended beyond the six (6) hour and thirty-five (35) minute workday (Section 8.5.1.).
- 18.6.4.4.4. PEP funds are to be expended only for enrichment and professional development activities. While there is no comprehensive list of appropriate uses, and the determination of appropriate use is left to the Committee as set forth herein, the following are examples of how funds may be spent:
 - 18.6.4.4.4.1. Release time for intra or inter site classroom visitations or to attend conferences. Release time may be purchased in half or full day increments.
 - 18.6.4.4.4.2. Conference registration fees.
- 18.6.4.4.5. While there is no comprehensive list of inappropriate uses, and the determination of inappropriate use is left to the Committee as set forth herein, the following are examples of how funds may not be spent:
 - 18.6.4.4.5.1. Hotel
 - 18.6.4.4.5.2. Airfare
 - 18.6.4.4.5.3. Car rental
 - 18.6.4.4.5.4. Meals (unless cost is part of the registration fee)
 - 18.6.4.4.5.5. Unspent PEP funds will be carried over and remain in the site PEP budget to be spent in subsequent year(s) pursuant to the procedures set forth herein.

18.6.5. Procedures For The Selection Of Cadre Or Classroom Peers.

- 18.6.5.1. A Cadre is a group of unit members recognized for their expertise and willingness to provide enrichment opportunities to teachers at all sites.
- 18.6.5.2. Classroom teachers seeking enrichment may select peers from any site or from the cadre list.
- 18.6.5.3. To qualify for the Cadre or to serve as a classroom peer providing enrichment assistance, a unit member must be a permanent employee whose last two (2) evaluations are effective in all areas.
- 18.6.5.4. The selection process for the Cadre and advertisement of the list of Cadre members shall be determined by the PREP Joint Panel.

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18.6.6. Appeal of Committee Decisions On Requests For Assistance: Confidentiality.

- 18.6.6.1. Individuals who wish to appeal the decision(s) of the Committee denying an individual's request for enrichment, may appeal to the site governance team. If an appeal remains unresolved, the final resolution will be made by the PREP Joint Panel, whose decision shall be final.
- 18.6.6.2. Enrichment opportunities and resulting interactions/documents are strictly confidential, unless disclosure/release is authorized in writing by the unit member.
- 18.6.6.3. The Peer Enrichment Program is completely separate from the evaluation process and/or the Peer Assistance and Review process for Participating Teachers as set forth in this ~~a~~Article. In no event shall any information developed through the PEP be used in an evaluation or placed in a unit member's personnel file except as provided in ~~s~~Sections 18.6.6.2. and 18.6.6.4. herein.
- 18.6.6.4. Unit members may request in writing that information developed through the PEP be utilized in their evaluation and/or placed in their personnel file.

Section 18.7.: **OTHER PROVISIONS**

18.7.1. Program Funding.

- 18.7.1.1. Expenditures for this program shall be fully funded by revenues made available through passage of AB1X (1999, Villaraigosa) or successor legislation. The District will make every effort to minimize the actual administrative costs associated with this program.
- 18.7.1.2. If the level of state funding for the currently existing PAR Program (AB 1X) is increased (i.e., pursuant to a cost of living adjustment [COLA]), such increased funds will automatically be allocated and utilized pursuant to this Article. However, if additional funds are allocated by the state pursuant to a modification of the law, the ~~p~~Parties will meet and negotiate according to the provisions of such new law over the utilization of such additional funds.

18.7.2. Board/District Reservation of Rights.

- 18.7.2.1. Governing Board Review of Recommendations. Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment certificated employees.
- 18.7.2.2. Retention of Education Code Rights. Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-retention of certificated employees.
- 18.7.2.3. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

A tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each party's ratification process. Language written in italics is intent language and will not be included in contract language. Agreements are tentative until the Parties have final agreement.

- 18.7.3. Right of Representation. A Participating Teacher shall have the right to be represented by the Association in any open meetings of the Panel concerning the Participating Teacher and shall be given reasonable opportunity to present ~~his/her~~ their point of view concerning any report being made.
- 18.7.4. Panel Decisions Not Grievable. A Participating Teacher shall not have access to the grievance process to challenge the contents of reports or decisions of the Panel, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program. Although violations of confidentiality are not grievable, they may be addressed through other legal recourse.
- 18.7.5. Confidentiality. All proceedings and materials related to the administration of this ~~a~~Article shall be strictly confidential. Therefore, members and Consulting Teachers may disclose such information only as necessary to administer this ~~a~~Article and comply with law. Violations of confidentiality shall be addressed through legal recourse other than the contractual grievance process.
- 18.7.6. Participation in PAR is Nonmanagement. Functions performed pursuant to this ~~a~~Article by bargaining unit members shall not constitute either management or supervisory functions as defined in the EERA (i.e., Government Code section 3540.1, subdivisions (g) and (m)).
- 18.7.7. Immunity From Liability. The District shall indemnify and hold harmless the members of the PAR Panel and the Consulting Teachers from any liability arising out of their Participation in this program as provided in Education Code section 44503, subdivision (c).

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli May 19, 2023
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 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:
Drew Rowlands May 19, 2023
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 Drew Rowlands Date
 Chief Business Officer

FOR SDEA:

DocuSigned by:
Abdul Sayid May 19, 2023
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 Abdul Sayid Date
 Executive Director

DocuSigned by:
Kyle Weinberg May 19, 2023
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 Kyle Weinberg Date
 President

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**Side Letter of Agreement
Between
The San Diego Unified School District
And
The San Diego Education Association
2023-2024 Evaluation Process and E3**

May 18, 2023

The San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”), collectively referred to as the “Parties”, have reached this Side Letter Agreement (“Side Letter”).

WHEREAS, the Parties’ current Collective Bargaining Agreement (“CBA”) provides for the collaborative development and implementation of new evaluation models as defined in Article 14, Section 14.8.

WHEREAS, the 2023-2024 evaluation process will be completed pursuant to the process outlined in this Side Letter, which is in accordance with the Parties’ CBA.

NOW THEREFORE, the Parties agree as follows:

1. The Educator Effectiveness and Empowerment (E3) Growth and Development Process
 - 1.1. During the 2023-2024 school year, at the unit member’s discretion, educators will have the option to participate in either the Educator Effectiveness and Empowerment (E3) Growth and Development Model pursuant to Section 14.8 or the Alternative Evaluation outlined in Section 14.7 in lieu of the Stull Evaluation process (Article 14.6).
 - 1.1.1. The requirement under 14.7.2.1. for unit members to have at least five (5) years of certificated experience to participate in the Alternative Evaluation shall not apply. Unit members with less than five (5) years of teaching experience may participate in the Alternative Evaluation Model in the 2023-2024 school year.
 - 1.1.2. Unit members who are not scheduled to be evaluated during the 2023-2024 school year may choose to participate in E3.
2. E3 Committee

The Parties intend to continue to collaborate on the creation, and roll out of an Educators Effectiveness and Empowerment (E3) Growth and Development model. In order to prepare for the full implementation of E3, the Parties shall convene a joint labor-management committee to assess the E3 model to ensure that learning, implementing, and maintaining the E3 model is manageable for all involved parties.
3. Educators Utilizing the California Standards for the Teaching Profession (“CSTP”) or Universal Best Practices (“UBPs”) Developed by the E3 Non-Classroom Educator Committee
 - 3.1. Educators in the following classifications who are on their scheduled evaluation cycle

(as determined by Human Resources) may voluntarily participate in the Educator Effectiveness and Empowerment (E3) growth and development process:

- 3.1.1. All Classroom Educators
 - 3.1.2. Education Specialists (Mild/Mod and Mod/Sev)
 - 3.1.3. Elementary Preparation and Enrichment Educators
 - 3.1.4. Resource Teachers
 - 3.1.5. Early Childhood Education Educators
 - 3.1.6. School Counselors
 - 3.1.7. School Psychologists
 - 3.1.8. Speech- Language Pathologists
 - 3.2. Educators must complete the steps within the professional growth and development (“MyPGD”) platform and make progress on their goal or be rated “Accomplishing” in all CSTPs or UBPs, in order to be considered effective and identified as having completed the 2023-2024 E3 Growth and Development Process. Progress made will be focused on the essential elements connected to the goal including, evidence of growth connected the overall goal with a minimum of 5 indicators of growth based on their practice using the critical attributes identified in the rubrics.
 - 3.3. Unless an employee is recommended for non-re-election as a probationary employee, educators in the following classifications who participate in E3 in the 2023-2024 school year will be deemed effective for the current evaluation cycle:
 - 3.3.1. School Nurses
 - 3.3.2. Audiologists
 - 3.3.3. Librarians
4. E3 Growth and Development Training
- 4.1. The District will provide training focused on the E3 Growth and Development Model and the MyPGD platform to all administrators, area superintendents, and participating educators.
 - 4.2. The District shall compensate educators at the Workshop Rate to participate in trainings in addition to their workday.
5. E3 Growth and Development Process
- 5.1. The following growth and development process will be used for the 2023-2024 school year (for reference see Appendix A):
 - 5.2. E3 Overview Meeting
 - 5.2.1. August XX, 2023 - September XX, 2023
 - 5.2.2. Site administrator and educator(s) meet to review:
 - 5.2.2.1. E3 purpose, process and documents
 - 5.2.2.2. Discuss targeted feedback cycle
 - 5.2.2.3. Examine District/site focus
 - 5.2.2.4. Discuss timeline for implementation
 - 5.3. Step 1: Self-Assessment and Reflection
 - 5.3.1. Educators will:
 - 5.3.1.1. Complete the self-assessment using the designated framework (CSTP or UBP)
 - 5.3.1.2. Analyze student data

- 5.3.1.3. Goal writing and action plan development
- 5.3.1.4. Optional- collaborate with administrator or colleagues
- 5.4. Step 2: Collaborative Goal Setting Conference
 - 5.4.1. Administrator(s) and educator(s) meet to establish:
 - 5.4.1.1. Goals
 - 5.4.1.2. Action plan for implementation
 - 5.4.1.3. Possible forms of evidence
 - 5.4.1.4. Coaching supports and resources
- 5.5. Visits/ Fall Reflective Conversations/ Scheduled Observations
 - 5.5.1. The administrator(s) and educator(s) will establish the format of and select dates for the visits and conversations
 - 5.5.2. A minimum of one Reflective Conversation and one Scheduled Observation prior to the Mid-Year Check-In.
- 5.6. Step 3: Mid-Year Check-In
 - 5.6.1. Probationary 1, 2 and Temporary Status: January XX 2024 - January XX, 2024
 - 5.6.2. Permanent Status: January XX, 2024 - February XX, 2024
 - 5.6.3. Administrator and educators(s) meet to:
 - 5.6.3.1. Calibrate and discuss progress goals
 - 5.6.3.2. Revise goals (if applicable)
 - 5.6.3.3. Review coaching and supports
 - 5.6.3.4. Identify current level of practice
 - 5.6.4. In the event an educator is needing more support during the Mid-Year Check-In, additional support will be offered using the Advisory Phase. Educators can accept or decline additional support.
- 5.7. Visits/ Winter/Spring Reflective Conversations/ Scheduled Observations
 - 5.7.1. The administrator(s) and educator(s) will establish the format of and select dates for the visits and conversations
 - 5.7.2. A minimum of one Reflective Conversation and one Scheduled Observation prior to the Summary Growth Conference
- 5.8. Step 4: Summary Growth Conference
 - 5.8.1. Probationary 1, 2 and Temporary Status: by March XX, 2024
 - 5.8.2. Permanent Status: by April XX, 2024
 - 5.8.3. Administrator and educator(s) meet to:
 - 5.8.3.1. Review progress towards goals
 - 5.8.3.2. Identify current level of practice
 - 5.8.3.3. Discuss educator reflection
 - 5.8.3.4. Identify next steps in learning
 - 5.8.3.5. Celebrate successes
 - 5.8.4. In the event an educator is not making progress and/or is rated “Emerging” in two or more areas in the growth and development cycle:
 - 5.8.4.1. The educator will be referred to the Advisory Panel.
 - 5.8.4.2. The Advisory Panel will review information from both the administrator and educator to determine if additional support will be provided by the Teacher Preparation and Support Department.

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- 6. All components of the current Collective Bargaining Agreement between SDEA and the District not addressed by the terms of this Side Letter shall remain in full effect.
- 7. This Side Letter shall expire in full without precedent on the last day of the 2023-2024 traditional school year, unless extended by mutual written agreement.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli May 19, 2023
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Drew Rowlands May 19, 2023
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Drew Rowlands Date
Chief Business Officer

FOR SDEA:

DocuSigned by:
Abdul Sayid May 19, 2023
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Abdul Sayid Date
Executive Director

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Kyle Weinberg May 19, 2023
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Kyle Weinberg Date
President