



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

**Meeting Date:** October 7, 2021

**Subject:** **Public Hearing: Approval of UPE Article 5 Evaluation Tentative Agreement**

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Legal Services

**Recommendation:** Approve tentative agreement between SCUSD and UPE regarding Article 5 (Evaluation of Work Performance)

**Background/Rationale:** The tentative agreement reached with UPE would replace the existing language regarding evaluations and specifically, contains revisions to:

- Operating Principles – To align with the California Professional Standards for Education Leaders (CPSELs)
- Evaluation Instrument – Based on the CPSELs
- Sequence of Evaluation – New Administrators shall be evaluated for the first two years of employment; Administrators with the District longer than two years are evaluated every other year based on the last digit of their SSN
- Evaluation Timeline Procedure – Pre-evaluation conferences; mid-year progress conference; transmission of evaluation; and final conference
- Professional Improvement Plan –In the case of an evaluation that contains two or more “Does not Meet Standard” markings, the evaluator and evaluatee shall collaboratively develop a plan for improvement in the evaluation’s identified standard(s)/element(s) areas; a Professional Improvement Plan may also be initiated in a non-evaluative year when deficiencies are evident

**Financial Considerations:** N/A

**LCAP Goals:** Safe, Emotionally Healthy and Engaged Students; Operational Excellence

**Documents Attached:**

1. UPE Tentative Agreement

**Estimated Time of Presentation:** 10 Minutes  
**Submitted by:** Raoul Bozio, In House Counsel  
**Approved by:** Jorge A. Aguilar, Superintendent

**TENTATIVE AGREEMENT  
BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
UNITED PROFESSIONAL EDUCATORS**

**Article 5  
Evaluation of Work Performance**

**[The existing language of Article 5, Evaluation of Work Performance, would be deleted and replaced with the following:]**

**A. Introduction:**

SCUSD recognizes that leadership is an essential component of school success. Successful leadership cannot be reduced to a single style or element. Leadership involves many disparate and related skills that must be developed over time. Successful educational leaders are able to determine both their leadership strengths and where they need to develop additional skills. They understand how to adapt their leadership for the context, people, and situations they encounter as a specific point in time. They are able to reflect on their beliefs, data, choices and the results of their actions, using these reflections to determine subsequent choices and actions likely to result in productive outcomes.

The evaluation process is intended to be collaborative between the leader and his/her supervisor. This approach reinforces an intentional culture of high achievement, continuous improvement and mutual accountability which increases the opportunity and the capacity of employees to make a difference for student learning. The evaluation process is a tool for assessing a leader's skills, recognizing areas of strength and seeking opportunities for improvement.

**B. Operating Principles:**

1. To align with the California Professional Standards for Education Leaders (CPSELs)
  - a. Development and Implementation of a Shared Vision
  - b. Instructional Leadership
  - c. Management and Learning Environment
  - d. Family and Community Engagement
  - e. Ethics and Integrity
  - f. External Context and Policy
2. To acknowledge strengths and improve performance
3. To connect academic, social, emotional and developmental growth for all students in the building/system.

4. To recognize the importance of a leader's role in improving the culture of the learning community.
5. To build systemic commitment to increasing student achievement by improving adult practice through a process of setting mission-aligned goals.
6. To ensure that all leaders are accountable for our own performance.

**C. Evaluation Instrument**

The evaluation instrument to be used for all United Professional Educators is described in Appendix "A" attached hereto and incorporated by reference as part of the "Agreement".

The evaluation instrument is based on the California Professional Standards for Education Leaders (CPSELs). The Superintendent or designee will identify one (1) standard and corresponding element for which all leaders shall be evaluated. The evaluatee and evaluator shall collaboratively identify an element within each of the remaining five (5) standards during the Pre-Evaluation Conference.

**D. Sequence of Evaluation**

1. New Administrators shall be evaluated for the first two years of employment. Administrators with the district longer than 2 years are evaluated every other year based on the last digit of their social security number.
2. Effect of Transfer or Reassignment: If an administrator is assigned to a different job classification he/she shall be evaluated during the first school year he/she holds the new position, then at least every two (2) years thereafter while in that same position.
3. Non-evaluation Years: The parties agree that in non-evaluation years, an informal feedback, coaching, recognition, and support process will be utilized between the administrator and the immediate supervisor based on CPSELs.

**E. Evaluation Timeline and Procedure:**

<b>Action and Timeline</b>	<b>Description</b>
<p><b>Pre- Evaluation Conferences</b></p> <p>Pre- evaluation conference will be held by September 30th, or within 15 days of the employee's start date.</p>	<p>The evaluator shall review with the administrator being evaluated all contract procedures and associated relevant material, including the evaluation schedule, and instrument that will be used in evaluating the administrator's work performance; a copy of all such material shall be provided to the administrator at this meeting by the evaluator.</p>

<p><b>Mid-Year Progress Conference</b></p> <p>At least one (1) mid-year conference will occur to address the progress of the evaluation.</p>	<p>Mid-Year Progress shall be captured within the evaluation instrument, Appendix A.</p>
<p><b>Transmission of Evaluation</b></p> <p>The administrator being evaluated shall be provided (transmission) the summative (final) evaluation not later than thirty (30) calendar days before the last school day of the school calendar in which he/she is being evaluated (this shall be applied to all UPE members.)</p>	<p><b>Evaluation Contents</b></p> <p>The evaluation shall include commendations as appropriate. The evaluation shall also include recommendations, if necessary, as to areas of improvement in the performance of the administrator. In the event an administrator is not performing his/her duties in a satisfactory manner according to the standards prescribed, the evaluation shall include such facts and describe the unsatisfactory performance.</p>
<p><b>Final Conference</b></p> <p>The evaluation shall be finalized by the last day of the employee's contract.</p>	<ol style="list-style-type: none"> <li>1. The evaluator shall review the evaluation with the administrator.</li> <li>2. The administrator being evaluated shall have the opportunity to have a thorough discussion with and provide the evaluator information in support of his/her (administrator's) position on the basis, conclusions, and ratings of the evaluator.</li> <li>3. Once the requirements of (1) and (2) are completed, the evaluator may modify the evaluation. The administrator may submit a written response.</li> </ol>

**F. Professional Improvement Plan**

In the case of an evaluation that contains two (2) or more "Does not Meet Standard" markings, the evaluator and evaluatee shall collaboratively develop a plan for improvement in the evaluation's identified standard(s)/element(s) areas. The Professional Improvement Plan shall include specific suggestions within each area of improvement in the administrator's performance, along with a timeline, and the evaluator shall assist the administrator in such performance. The goal of the Improvement Plan is to show improvement in said standard(s)/element(s) and exit the Improvement Plan cycle. An end of year recommendation to continue with the Improvement Plan, and an end of year recommendation to continue employment within the district shall be made depending upon the results of the improvement plan.

- If the recommendation is to continue with the Improvement Plan, because that standard/element did not show improvement, that standard/element's strategies and action plan will be embedded in that same standard/element of the following year's evaluation to continue focus and support.
- If the recommendation is to not continue employment within the district, because sufficient progress has not been made, the administrator may be recommended for release.

A Professional Improvement Plan may also be initiated in a non-evaluative year when deficiencies are evident.

**G. Appeal Process**

~~Per education code,~~ Violations of this article are subject to the Grievance Procedure Article 4; however, where disciplinary hearings are required by law, the issue will be presented to the hearing officer or panel.

Where mutual agreement is required and cannot be agreed, the parties will make a reasonable effort to reach consensus. If no agreement can be reached, the administrator being evaluated may note the disagreement on the evaluation instrument.

**H. Compliance with the Education Code and Other Laws**

Nothing in this Article shall supersede procedures and employment protections contained in the Education Code and other laws. Notwithstanding the provisions of this Agreement, any evaluations necessary to comply with Education Code requirements must be completed.

**For Sacramento City Unified  
School District**

**For United Professional Educators**

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Jorge A. Aguilar, Superintendent

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Judy Farina, President

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Date

\_\_\_\_\_  
Date