

TENTATIVE  
AGREEMENT  
BETWEEN  
GARDEN GROVE UNIFIED SCHOOL DISTRICT  
AND  
GARDEN GROVE EDUCATION ASSOCIATION  
2008-2009

All terms and conditions of the 2006-08 Agreement between Garden Grove Unified School District and Garden Grove Education Association/CTA/NEA and the Agreement Between Garden Grove Unified School District and the Garden Grove Education Association/CTA/NEA Regarding Article 9 – Class Size, Article 12 – Wages, and Article 13 – Health and Welfare Benefits, Effective September 1, 2007 through August 31, 2008 shall remain in full force and effect with the following changes:

**ARTICLE 7 – EVALUATION PROCEDURES**

7.1 Purpose

The District and the Association believe that a formal, consistent evaluation system is accurate, authentic, fair, meaningful, and streamlined as an important way to assess and improve employee performance and, therefore, the quality of instruction offered to pupils. In accordance with the Education code Sections 44660-44664, the performance of each employee within the bargaining unit shall be evaluated in writing by an administrator in the following areas: (1) Progress of pupils toward standards established by School Board grade level expectancies, course outlines, etc.; (2) Instructional techniques and strategies; (3) Adherence to curricular objectives; (4) Establishing and maintaining a suitable learning environment within the scope of the employee's responsibilities; and (5) Job responsibilities. All evaluations shall be written on standard district forms. (See Appendix for forms.)

7.2 Definitions (New Section)

7.2a A scheduled observation shall last a minimum of 30 minutes. Scheduled observations shall be arranged by the evaluator and employee at least 2 instructional days in advance of the scheduled observation. A change in the scheduled observation date may be requested by either the employee or evaluator, if necessary. Either the employee or the evaluator may request a pre-observation conference to discuss the lesson which will be the subject of the observation.

7.2b An unscheduled observation shall last a minimum of 15 minutes.

### 7.3 Frequency

Permanent employees shall be evaluated at least every 4 years for teachers with 10 or more years teaching in the district and at least biennially for teachers with 3 to 9 years in the district. Non-permanent employees (temporary and probationary) shall be evaluated annually. All evaluations shall be completed no later than May 1.

### 7.4 Observations

7.4a The Evaluator shall base the employee's evaluation on information gathered through unscheduled and/or scheduled observations, conferences, job descriptions, and first hand knowledge of total performance. The Evaluator shall provide feedback on observations, commendations and/or recommendations in areas needing improvement.

#### 7.4b Non-permanent Employees

Non-permanent Employees shall have at least one scheduled observation and a minimum of two (2) unscheduled observations each year.

#### 7.4c Permanent Employees

Permanent employees shall be observed using either a minimum of two (2) unscheduled observations or one scheduled observation. The employee decision shall be indicated on the Evaluation Procedure Form and submitted to the Administration by October 1.

#### 7.4d Observation Conferences

Within 5 days after an observation (unscheduled or scheduled) the employee shall be given a copy of the Observation Report. A conference shall be held within 10 workdays of the observation.

<b><i># of Years in District</i></b>	<b><i>Frequency</i></b>	<b><i>Types of Observation</i></b>	<b><i>Forms</i></b>	<b><i>First Unscheduled Observation Deadline</i></b>
Temporary or Probationary	Annually	2 unscheduled and 1 scheduled	Observation Report	December 10
Permanent 3 – 9 years	Biennially	2 unscheduled or 1 scheduled	Observation Report	December 10
Permanent 10 + years	Every 4 years	2 unscheduled or 1 scheduled	Observation Report	December 10

#### 7.4e Observation Deadline

The first unscheduled observation shall occur on or before December 10.

### 7.5 Recommended Improvements

7.5a Area(s) needing improvement shall be noted by the evaluator as soon as they are identified. Both employee and evaluator shall take appropriate action to correct deficiencies. If circumstances warrant, such action should include:

- Specific recommendations by the evaluator
- Opportunities to observe other teachers
- Resources/assistance to be provided by the evaluator
- Assistance from District resources identified by the evaluator
- Inservice/staff development training recommended by the evaluator

If subsequent corrective action does eliminate the deficiencies, such improvement shall be properly noted as soon as possible in an appropriate addendum to the employee's file.

7.5b Should area(s) needing improvement continue to be unsatisfactory, the employee shall receive a Recommended Improvements Form which shall include a specific plan for correction, a recommended timeline for action, and follow-up by the evaluator. Such recommendation shall be based on at least two (2) observations and/or conferences. Employees shall receive reports no later than March 15 in order to afford reasonable time and opportunity to improve performance.

## 7.6 Final Evaluation

7.6a No later than May 1, an evaluation conference shall be held during which time the evaluator and employee shall review the evaluation in order to discuss its final wording. Deficiencies may not be cited in the written evaluation unless previously indicated to the employee and he/she has been given reasonable time for correction. The Evaluation Summary shall reflect progress or lack thereof in the areas identified under Section 7.1 and 7.5a. In accordance with Education Code, should the evaluation be unsatisfactory, the employee shall be placed in the Peer Assistance and Review Program (PAR) and shall be evaluated each year until the evaluation is once again satisfactory.

7.6b A written summary of the evaluation shall be signed by both parties. The signature of the employee shall indicate receipt of the document, not necessarily agreement therewith. The employee shall receive a copy of the written summary no later than May 15 of the evaluation year.

## 7.7 Response

An employee has the right to attach a response to any written evaluation using the Employee Response Form.

## 7.8 Personnel Files

7.8a Evaluative data shall not include allegations by anyone, unless the allegations have been investigated and confirmed as fact by the District.

7.8b Each employee shall be given a copy of each entry into his/her personnel file, signed and dated by the evaluator. Entries should be made within five (5) days of the employer's knowledge of the incident.

7.8c The District shall maintain employees' files at the District Office only.

7.8d Any file kept by an employee's immediate supervisor shall contain only the current evaluative data and those materials found in the District Office file.

Revised Evaluation Forms (Appendix): As attached

Evaluation Procedure

Observation Report

Recommended Improvements

Evaluation Summary

Employee Response

## **ARTICLE 8 – PEER ASSISTANCE AND REVIEW PROGRAM (PAR)**

**DELETE** 8.5d Funding

The PAR Program shall terminate if for any reason there exists an inability for full funding thereof through AB1X or successor legislation.

## **ARTICLE 9 – CLASS SIZE**

Commencing in 2009-2010, it is agreed that the District staffing ratio for regular classroom teachers shall be:

Kindergarten	29:1
Grades 1-3	29:1 (Except when the 20:1 provisions of Education Code 52122 are implemented)
Grades 4-6	29:1
Grades 7-8	29:1
Grades 9-12	29:1

## **ARTICLE 11 – LEAVES**

11.2 Illness or Injury Leave

11.2b When the certificated employee is absent from his/her duties due to illness or injury for a period of more than ten (10) days, the employee shall supply the site supervisor with a statement from a qualified medical doctor verifying the employee's illness or injury.

Appendix H - Calendar for 2008-2009 for Certificated Personnel as attached  
Appendix I - Calendar for 2009-2010 for Certificated Personnel as attached

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

The following provision shall be in effect for the 2009-2010 and 2010-2011 school years:

The District and the Association agree that the K-12 staffing ratio for regular classroom teachers shall be 31:1, exclusive of those classes/grades implementing the class size reduction program authorized by Education Code Section 52122.