

ARTICLE 6 EVALUATION PROCEDURE

6.1 **Evaluation**: Each employee's immediate supervisor is responsible for evaluating the employee's performance. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based on the direct observation of the evaluator and/or on information that has been verified by the evaluator. The evaluator shall include a statement in the evaluation explaining what steps were taken to verify the information received. Any negative evaluation shall have attached documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have ten (10) working days to review and respond to any evaluation.

6.2 **Probationary Periods/Release From Employment**

6.2.1 **New Employees**: All new employees shall serve in a probationary status for six (6) months from the date of appointment. All paid leave except vacation and Extended Illness Leave (section 14.6) shall be counted in satisfaction of the six months of service requirement. The six (6) months shall consist of 130 work days. For part-time employees whose regular assignment is less than five (5) days per week, a week in which the employee works his/her assigned time shall count as five (5) work days. Upon completion of probation, the employee shall have permanent status.

The District and the employee may mutually agree to extend the probationary period by a single three (3) month period, based on exceptional and/or compelling circumstances. The granting or denial of such an extension shall not be subject to Article 17 (Grievance Procedure).

6.2.1.1 All new employees hired into a series (I/II) classification shall serve in a probationary status for one (1) year from the date of appointment. All paid leave except vacation and Extended Illness Leave (section 14.6) shall be counted in satisfaction of the one year of service requirement. The one (1) year shall consist of 260 work days. The employee shall receive a non-competitive promotion (to the II level in the series) upon successful completion of the one-year probationary period and the achievement of permanency.

6.2.2 **Promotional Trial Period**: A permanent employee shall serve in a trial status in a new position for no less than six (6) months of actual paid service following promotion. The six (6) months shall consist of 130 work days. For part-time employees whose regular assignment is less than five (5) days per week, a week in which the employee works his/her assigned time shall count as five (5) work days. All paid leave except Extended Illness Leave (section 14.6) shall be counted in satisfaction of the six month service requirement. Return to the

employee's former class will occur upon employee or District request during this trial period. In the event an employee is deemed unsuccessful in the new position, or requests return s/he shall be entitled to reinstatement in the formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept. When an employee has promoted into a series (I/II), a twelve (12) month trial period (260 working days) will be served at the "I" level. The same employee or District return rights apply during the first 6 months in the "I" position.

- 6.2.3 **Voluntary Transfer Trial Period**: An employee who has transferred voluntarily to another position pursuant to section 9.1 will serve a three (3) month (60 work days) trial period and be evaluated in the same manner as a new employee. All paid leave except Extended Illness Leave (section 14.6) shall be counted in satisfaction of the three month service requirement. In the event an employee is deemed unsuccessful in the new position, he/she shall be entitled to reinstatement in the formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept.

When an employee voluntarily transfers to a series I/II, a twelve (12) month trial period (260 working days) will be served at the "I" level. The same employee or District return rights apply during the first three (3) months in the "I" position.

- 6.2.4 A probationary employee may be released at any time during the probationary period.

- 6.3 **Schedule for Employee Evaluations**: The district personnel officer will forward evaluation forms to supervisors as follows:

- 6.3.1 Employees in Probationary Status (Sections 6.2.1 through 6.2.4) will be rated every three (3) months. Employees completing their probationary status between July 1 and December 31 shall be rated between April 15 and June 30, along with all regular classified evaluations. Employees completing their probationary status between January 1 and June 30 shall be rated between April 15 and June 30 of the following year. The final rating will carry a recommendation regarding continued employment of the probationary employee.
- 6.3.2 Permanent Employees will be rated between April 15 and June 30 of each year. The parties acknowledge that unforeseen events can occur which may prevent compliance with this deadline. Except in such unusual cases, failure to meet the deadline will automatically result in a satisfactory rating on the evaluation form together with reference to the requirements of this section.
- 6.3.3 Additional Performance Evaluations may be requested for sound and justifiable reasons by the employee, the evaluator or the personnel administrator upon

consultation with either the employee or the appropriate supervisor. Such evaluation, whether initiated by the employee, the supervisor, or the personnel administrator may not exceed one per month or continue longer than is reasonably necessary to meet the objective. Any additional performance evaluation containing derogatory material shall be reviewed at the end of the annual evaluation period if requested by the employee. A review committee consisting of the employee's supervisor, the district personnel administrator, a member of the Union, and a Union representative shall meet and make recommendations regarding the disposition of that (those) evaluation(s).

- 6.4 **Disposition of Copies of Performance Evaluation:** Only three (3) copies of any employee evaluation shall be made. Whenever an employee is evaluated by his/her supervisor, he/she will discuss the evaluation with this supervisor and at that time both parties shall sign it. The employee shall retain one copy, the supervisor shall retain one copy, and the third copy shall be forwarded to the personnel officer for inclusion in the employee's permanent file. The confidentiality and privacy that apply to an employee's official personnel file should also apply to worker evaluations entered into computerized files. By December 31, 1998, the District will establish systems designed to ensure such privacy and confidentiality, and will meet and confer with the Union regarding such a system.
- 6.5 **Review:** An employee may have the content of his/her evaluation reviewed. The first level of review is to the evaluator. The employee may pursue a second and final level of review to the superintendent.
- 6.6 **Grievance of Procedure:** CCEU or any employee may use the grievance procedure (Article 17) for resolving disputes which allege procedural violations of this article. Any such grievance must be initiated by a specific employee directed toward a specific violation of this Article.