

**MEMORANDUM OF UNDERSTANDING BETWEEN
PETALUMA CITY (ELEMENTARY) AND JOINT UNION HIGH SCHOOL DISTRICTS
AND PETALUMA FEDERATION OF TEACHERS**

The Petaluma City Schools District ("District") and The Petaluma Federation of Teachers ("PFT"), hereinafter referred to as "the parties," agree to the following Memorandum of Understanding ("MOU") regarding the language in:

ARTICLE XII Procedures for Evaluation

The parties agree that the following is to be implemented effective July 1, 2015. **All changes in bold and underlined and strikethroughs are temporary during Distance Learning and Hybrid Learning and this article will revert back to its original form when Distance Learning and Hybrid Learning end.**

Given these challenging times, during Distance Learning and Hybrid Learning, as a District, we will lead with flexibility and positive intent. We understand that everyone is learning as we go. We recognize an evaluation is an ongoing process and the conversation between the teacher and evaluator is key to the success of an evaluation. We all agree that we are looking for continued growth throughout this process.

A. Unit members will be formally evaluated by a Management Team member assigned by the Superintendent or his/her designee. The intent of this article is to establish an employee evaluation process that is logical and consistent with the California Standards for the Teaching Profession and those standards unique to Petaluma City Schools. The process will encourage the application of best practices by both management and employees in a fair, transparent, and professional manner. Self-reflection, self-appraisal, continuing professional development and ongoing professional dialogue are integral to this process.

1. All unit members shall be rated as "Meets District Standards" or "Does Not Meet District Standards".
2. Probationary and Temporary unit employees shall be formally evaluated at least twice a year per the schedule adopted by the District.
3. Permanent employees who have met district standards shall be formally evaluated once every four years. Those not meeting district standards will require additional evaluation, an improvement plan, and continued supervision the following year.
4. An employee may be formally evaluated more frequently than every four years if the administrator determines that there has been a significant change in the employee's performance that reduces his/her professional effectiveness. This determination will be based

on objective evidence, which may come from classroom observations, ongoing supervision, and/or professional interactions. The evidence will indicate a change in the employee's current performance objectively compared to previous performance as documented in previous evaluations. The administrator will meet with this employee no later than the end of February to discuss performance, and provide an opportunity for improvement. During this meeting, the administrator will inform the employee of the possibility of off cycle evaluation. The administrator may recommend that the employee contact PAPR for support in areas of concern. If the administrator determines there is a need for a formal evaluation in the following school year, the administrator will meet with the employee and give the employee written notification prior to the end of the school year. The employee has the right to have a representative from the collective bargaining unit at this meeting.

5. By the first of October, the Leadership Team member charged with evaluating personnel will notify those unit employees who are scheduled for evaluation during that school year. The administrator will share with the employee the PCS Teacher Evaluation Website which includes all evaluation documents. The unit employee will use the PCS Framework for Teaching as a self-evaluation at the beginning of the year and then share this self-evaluation with the Leadership Team Member.

6. The evaluation process will typically, but not always involve two formal observations. During observations, the administrator will take notes written in objective language based on the overall instruction and classroom learning environment. As part of the classroom visitation and evaluation process, a unit member may request that a specific class be observed. **During Distance Learning, a formal observation may include a synchronous or asynchronous lesson. We all understand that asynchronous teaching will look different than a traditional lesson and will be evaluated accordingly. Pre-conferences and post conferences will be even more important during this time. Before an evaluation takes place, the teacher and evaluator need to have a pre-conference to articulate what will take place as the teacher is being observed, what the teacher would like the administrator to focus on, and whether the administrator will be observing synchronously, asynchronously, or both.**

7. Based on CA Education Code an administrator may also make unscheduled and informal visits to classrooms for observation purposes. Each formal observation will be documented on the District Certificated Observation Form and the comments on that form will be discussed during the post-observation conference. **During Distance Learning, at least one of the observations must include a synchronous observation.**

8. The administrator will complete a final written summative evaluation, which includes specific performance criteria ratings as well as a narrative report, both based on evidence from the evaluation process. The evidence cited will be consistent with the PCS Framework for Teaching. The overall summative evaluation rating (Meets District Standards, Does Not Meet District Standards) will be consistent and logical based on the totality of evidence included in the

observations, ongoing supervision and/or professional interactions. Recommendations and/or commendations will be included in the narrative report. Negative comments will not be included in the summative evaluation statement unless such matters have been discussed and documented with the unit member during the current year.

9. The evaluation shall be **completed digitally and can be printed at the conclusion of the evaluation process.** in three (3) copies, with a copy presented to the unit member at least thirty (30) days before the end of the school year. ~~The signature of the person being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been presented with a copy and that a conference was held. Distribution of the three (3) signed copies is as follows:~~

- ~~a. One to be presented to the person evaluated;~~
- ~~b. One to be retained in the Leadership Team member's file;~~
- ~~c. The original to be placed in the employee's file in the Division of Human Resources.~~

10. The unit member may make such written comments as appropriate to attach to the evaluation.

11. In the event that technology is not functioning beyond the teacher's control, the observation may be rescheduled at the request of either the teacher or evaluator.

B. Professional Development Plans

The parties agree that the Professional Development Plan for all certificated members will be to prepare for and implement Distance Learning and Hybrid Instruction. Accordingly, individual Professional Development Plans will not be required for the 2020-21 school year.

~~1. Each unit employee shall write an annual Professional Development Plan. The purpose of this plan is to encourage the unit member to address areas of need and continue to enhance his/her own professional expertise and effectiveness in the classroom and instruction.~~

~~2. The PCS Individual Professional Development Plan will be used.~~

~~3. The plan for a given school year will be initially developed in the spring (March, April, May) of the previous year and submitted to the site administrator no later than 45 working days after the beginning of the school year. New employees will follow the PCS Individual Professional Development Plan upon employment.~~

~~4. Throughout the year, each employee will periodically discuss his/her professional growth areas, as well as other professional issues, with colleagues. This may occur in a variety of settings including team meetings, department meetings, grade level meetings, etc.~~

~~5. Should the employee not submit the plan on time (absent special circumstances previously discussed with and agreed to by the principal), disciplinary action will be taken.~~

C. Personal and Academic Freedom

No photography or video recording shall be used for evaluation purposes without the unit member's consent.

This MOU expires July 30, 2021 and is non-precedent setting.

For Petaluma School District



Matthew Harris, Assistant Superintendent
of Human Resources



Chris Thomas, Chief Business Official

For Petaluma Federation of Teachers



Sandra Larsen, President



Doug Cox, Chief Negotiator

September 22, 2020
Date

9/22/2020
Date