

**San Diego Education Association
Proposal To
Gompers Preparatory Academy**

ARTICLE 6: EVALUATION

**GPA Proposal Passed 4/25/19
SDEA Counter Passed 7/16/19
GPA Counter Passed 11/22/19
SDEA Counter Passed 12/13/19**

6.1 Formal Evaluations

6.1.1 Unit members will be formally evaluated on an annual basis on a variety of criteria including but not limited to the unit member's implementation of GPA's belief system, mission and vision; implementation of GPA's culture; implementation of areas of GPA's professional development; and satisfactorily meeting the California Standards for the Teaching Profession.

6.1.2 The formal evaluation process will also include a minimum of one (1) formal observation per school year conducted by GPA's Director/Superintendent and/or a designated Leadership team member.

6.1.2.1 Formal observations shall be scheduled at times that are mutually agreeable ~~may be scheduled at any time during the school day.~~ In the event that mutual agreement cannot be met, the Director shall schedule the formal observation for any time during the school day with at least two (2) work days notice. Unit members will submit lesson plans at least 24 hours prior to the scheduled observation.

6.1.3 GPA will provide each unit member with the unit member's written formal evaluation and feedback. At the unit member's request, GPA may meet with the unit member to discuss the formal evaluation.

6.1.4 Whenever the evaluator determines that any aspect of a unit member's evaluation may be inadequate or the composite evaluation may be developing or inadequate, the evaluator shall schedule a conference to discuss the unit member's performance. During this conference, the evaluator shall notify the unit member of the specific criteria where satisfactory progress is not being made.

6.1.4.1 Further, the evaluator and unit member shall develop an improvement plan which shall set forth:

a. The specific areas where improved performance is necessary.

b. The resources to be made available to assist the unit member, which may include peer coaching, the assistance of a mentor teacher, or released time to observe other unit members.

c. The evaluator's role in assisting the unit member in achieving necessary improved performance.

d. A timeline for monitoring the unit member's performance.

6.2 Informal Evaluations

GPA's Director/Superintendent and/or a designated leadership team member may informally evaluate, observe and provide feedback to unit members on an ongoing and continuous basis.

6.3 Personnel Files

6.3.1 A unit member has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Human Resources office. All requests shall be put in writing on the form maintained by the Human Resources office. If the request includes a request for copies, the unit member may be required to pay for the actual costs of copying. GPA will respond to such a request within ~~ten~~ 30(10) work days of receipt of the written request.

6.3.2 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. A representative of the unit member may, with written permission of the unit member, conduct a review of the personnel file.

6.3.3 Unit members are not entitled to inspect or copy: ~~letters of reference,~~ records that relate to an on-going investigation of possible criminal activity; and ratings, reports or records obtained prior to employment.

6.4 Placement of Derogatory Materials in Personnel Files

6.4.1 Derogatory material shall not be entered in a unit member's personnel file unless and until the unit member is notified and given an opportunity to review and comment thereon.

6.4.2 The unit member shall be given a copy of the material and shall acknowledge that he/she has read such material by signing and dating the original record. It is understood that his/her signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.

6.4.3 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.

SDEA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.

6.4.4 The unit member may, within ten (10) calendar days, submit written comments which shall be attached to such material and become a permanent part of the document.

6.4.5 Electronic mail (e-mail) is not a confidential medium. Therefore, performance evaluations or materials of a derogatory nature shall not be transmitted by electronic mail/internet.

**San Diego Education Association
Counter Proposal To The
Gompers Preparatory Academy**

ARTICLE 4X: LEADERSHIP RIGHTS

**SDEA Proposal Passed December 13, 2019
GPA Proposal Passed July 16, 2019**

4X.1 Authority to Direct, Lead and Control

4X.1.1 GPA retains all of its powers and authority to direct, lead and control its operations to the fullest extent of the law unless expressly limited or precluded by any provision of this Agreement.

4X.1.2 To the extent not limited or precluded by any provisions of the Agreement, GPA has the power, right and authority to adopt policies, rules, regulations and practices in the exercise of its retained rights.

4X.1.3 ~~This Agreement will not be interpreted or enforced in a manner contrary to or that will cause a violation or breach of the GPA Charter, lease and facilities agreements or memorandums of understanding. If any provision of this Agreement shall be found to be contrary to law or the GPA Charter, then such provision shall not be deemed valid and subsisting except to the extent permitted by law or the GPA Charter, but all other provisions shall continue in full force and effect. In the event that any article or section is held invalid, SDEA and GPA agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.~~

4.2 Emergency Rights

~~GPA retains its right to take action in cases of emergency and in doing so may temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency, for a period not to exceed ninety (90) days unless mutually extended by GPA and SDEA. An emergency is defined as an act of God or other unforeseen occurrence, such as a mid-year reduction or non-payment of state funds, that cannot be addressed by exercising any other provision of this Agreement, and that would imperil the continued operation of GPA. If GPA modifies or suspends any portion of this Agreement in response to an emergency, it shall meet with SDEA within ten (10) work days to bargain the impacts and effects that the declared emergency has on this Agreement. Such negotiations shall include but not be limited to the duration and nature of the modification.~~

