

TENTATIVE AGREEMENT
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO COMMUNITY
COLLEGE DISTRICT CHAPTER 291
January 20, 2017

This agreement is entered by between California School Employees Association and its San Bernardino CCD Chapter 291 (hereinafter referred to as "Association") and San Bernardino Community College District (hereinafter referred to as "District"), collectively ("the parties").

ARTICLE 13: EVALUATION PROCEDURE

13.1 The term "evaluation" as used in Section 2 through 8 of this Article means a formal written evaluation on the appropriate form prescribed by the DISTRICT. (Appendix B)

13.2 The DISTRICT shall evaluate all unit members on permanent status once every two (2) years during the month of April, except in emergency circumstances. The annual evaluation for employees obtaining permanent status prior to January 1, will be conducted in the current school year. The annual evaluation for employees obtaining permanent status subsequent to January 1, will be conducted in the following school year.

13.3 Unit members on probationary status shall be evaluated no less than two (2) times during the probationary period on or about the third (3rd) and the sixth (6th) month from the initial date of hire. The probationary period for unit members shall be nine (9) months from the date of hire or appointment to a new classification.

Effective July 1, 2010, per Post Requirements, every College Police Officer employed by the DISTRICT shall be required to serve in a probationary status for twelve (12) months from the date appointed to the position.

13.4 The evaluator shall be the unit member's immediate supervisor, unless otherwise designated by the DISTRICT. However, the evaluator shall only be San Bernardino Community College District management.

13.5 The evaluation shall be signed by the evaluator and the unit member being evaluated. The unit member's signature signifies only that the unit member has read the document, has been given a copy, and has been given the opportunity of attaching a written response which shall become part of the permanent record. Unit members have thirty (30) calendar days to file a written response to his/her evaluation.

13.6 No evaluation of a unit member shall be placed in the unit member's personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation rating of 1 or 2 shall include specific recommendations for improvement. The unit member shall

have the right to review any evaluation during working hours provided that such reviews are limited to a reasonable period or periods of time.

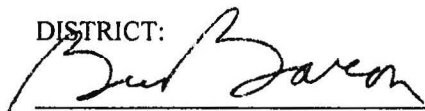
13.7 The DISTRICT retains its prerogative to make additional evaluations as it deems necessary.

13.8 The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedure. The evaluation procedure as provided hereinabove shall be grievable.

13.9 An official file of evaluation reports shall be maintained in the District Human Resources Offices. Evaluation reports shall not be used in a disciplinary action against a bargaining unit member if the evaluation report was dated two (2) years preceding the aforementioned disciplinary action or was dated during a permanent bargaining unit member's probationary period.

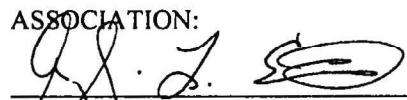
This agreement is subject to all approvals required by the Association and District.

DISTRICT:

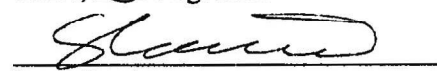


Bruce Baron
SBCCD Chancellor

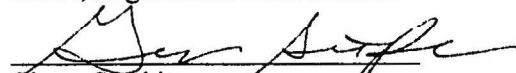
ASSOCIATION:



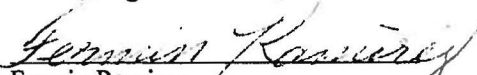
Grayling Eaton
CSEA, Lead Negotiator



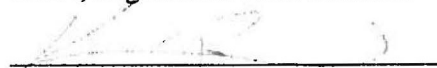
Stacy Garcia
CSEA, Negotiations Team Member



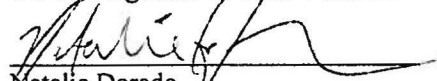
Ginger Stuphin
CSEA, Negotiations Team Members



Fermin Ramirez
CSEA, Negotiations Team Members



Kevin Palkki
CSEA, Negotiations Team Member



Natalie Dorado
CSEA, Labor Relations Representative



Dependability: Can be relied upon consistently		
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OTHER:
Describe

OTHER:
Describe

OTHER:
Describe

SUMMARY (Short Summary Statement Required)

Provide an overall assessment of the employee's performance during the evaluation period, and specify major strengths and areas needing improvement.

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EMPLOYEE DEVELOPMENT: CURRENT POSITION

<u>DEVELOPMENT AREA:</u> Indicate the result or characteristics area(s) needing improvement for current job responsibilities	<u>DEVELOPMENT ACTIVITY:</u> Indicate training, special assignments, project, job rotation, etc.	<u>SCHEDULED DATE</u>

EMPLOYEE DEVELOPMENT: CAREER ADVANCEMENT

<u>DEVELOPMENT AREA:</u> Indicate the result or characteristic area(s) needing improvement for enhancing opportunities for career development	<u>DEVELOPMENT ACTIVITY:</u> Indicate training, special assignments, project, job rotation, etc.

COMMENTS BY EMPLOYEE (if desired)

My signature verifies that I have seen and discussed this report of performance with my supervisor, but it does not necessarily mean that I agree with the rating. I understand that I have the right to file a written response to this evaluation to be included in my personnel file within thirty (30) working days of the date of this report.

EMPLOYEE SIGNATURE _____ DATE _____

MANAGER'S SIGNATURE _____ DATE _____

OFFICE OF HUMAN RESOURCES _____ DATE _____