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 Baroni  
SBCCD Chancellor

ASSOCIATION:  
Gayle Nation  
CSEA, Lead Negotiator

Stacy Garcia  
CSEA, Negotiations Team Member

Ginger Stuphin  
CSEA, Negotiations Team Members

Fermin Ramirez  
CSEA, Negotiations Team Members

Kevin Paikki  
CSEA, Negotiations Team Member

Natalie Dorado  
CSEA, Labor Relations Representative
**EMPLOYEE PERFORMANCE REPORT**

Employee Name: __________________________  Position Title: __________________________

Department: __________________________  Supervisor: __________________________

Evaluation Period: From __________ to __________

Month/Year  Month/Year

<table>
<thead>
<tr>
<th>Probationary Evaluation:</th>
<th>First</th>
<th>Second</th>
<th>Bi-Annual Evaluation</th>
<th>Due by April 30th</th>
<th>Additional Evaluation</th>
</tr>
</thead>
</table>

This is designed to provide employees with information concerning job performance and personal development, and supply supervisors with a tool to assist in the objective appraisal of performance and characteristics and to identify and address development needs.

**PERFORMANCE RATING INSTRUCTIONS**

5 – Exceptional performance with little or no room for improvement.

4 – Exceeds competent performance.

3 – Competent performance.

2 – Less than competent performance, room for improvement clearly exists.

1 – Significantly less than competent performance, major improvement required.

N/A – No opportunity to observe and/or not pertinent to current duties and responsibilities.

Enter for each category below, the number which best describes the employee's performance.

*If a 2 or 1 rating is given, specific recommendations for improvement must be provided by the evaluator.*

**MEASURES OF PERFORMANCE**

<table>
<thead>
<tr>
<th>MEASURE</th>
<th>RATING</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knowledge of Work: Understanding of duties and procedures – job knowledge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Quantity: Amount of work performed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Quality: Accuracy, neatness, thoroughness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Planning: Ability to layout or plan work, carry through and complete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attendance: Punctual, observes work hours and rest periods</td>
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<tr>
<td>Cooperation: Willing and able to work effectively with others</td>
<td></td>
<td></td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>DEVELOPMENT AREA</th>
<th>DEVELOPMENT ACTIVITY: Indicate training, special assignments, project, job rotation, etc.</th>
<th>SCHEDULED DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dependability: Can be relied upon consistently</td>
<td></td>
<td></td>
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<tr>
<td>OTHER: Describe</td>
<td></td>
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<td>OTHER: Describe</td>
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<tr>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMPLOYEE DEVELOPMENT: CURRENT POSITION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEVELOPMENT AREA: Indicate the result or characteristics area(s) needing improvement for current job responsibilities</td>
<td>DEVELOPMENT ACTIVITY: Indicate training, special assignments, project, job rotation, etc.</td>
<td>SCHEDULED DATE</td>
</tr>
<tr>
<td>EMPLOYEE DEVELOPMENT: CAREER ADVANCEMENT</td>
<td></td>
<td></td>
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<tr>
<td>DEVELOPMENT AREA: Indicate the result or characteristic area(s) needing improvement for enhancing opportunities for career development</td>
<td>DEVELOPMENT ACTIVITY: Indicate training, special assignments, project, job rotation, etc.</td>
<td>SCHEDULED DATE</td>
</tr>
<tr>
<td>COMMENTS BY EMPLOYEE (if desired)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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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 __________