

Black = Existing
Red = District Change
Black BOLD = Moved to
Red+Highlight = Moved from

Initial Proposal
From
San Bernardino Community College District
To
San Bernardino Community College District Teachers Association

Article 16: Evaluation Procedure
April 12, 2019

The District has the right to evaluate and assess the performance of each bargaining unit member.

A. The District also has the sole responsibility to evaluate and assess the performance of each bargaining unit member. Nothing in this Article shall allow a violation of Sections of the Education Code covering the procedures for evaluation of academic employees in public community college districts in California.

B. Frequency of Evaluation

All evaluations will cover performance over the full evaluation cycle as appropriate:

~~There shall be a periodic review of the tools used to evaluate the bargaining unit members' effectiveness. This review shall be conducted by a Working Committee with membership to include five faculty members, four appointed by the Presidents of the Academic Senates (two from each college), and one unit member appointed by the President of the Association, plus three administrators, one appointed by each of the college Presidents and the Director of Distributed Education. The Director of Institutional Research may be used as a resource for the Working Committee.~~

1. **Contract (Probationary) employees-unit members shall be evaluated at least once in each academic year.**
2. **Regular (Tenured) employees-unit members shall be evaluated at least once in every three academic years.**
3. **Temporary (Full-Time Temporary Contract) employees-unit members shall be evaluated two (2) times within the first year of employment. Thereafter, evaluation shall be at least once every six regular semesters.**
4. **Part-Time (Adjunct) employees-unit members shall be evaluated two (2) times within the first year of employment. Thereafter, evaluation shall be at least once every six regular semesters.**

C. **There shall be a periodic review of the tools used to evaluate the bargaining unit members' effectiveness every five (5) years.**

D. **Formal Evaluation Procedure for Contract, Regular, Temporary, and Part-Time Employees**

The Formal Evaluation Procedure shall include the following basic components:

For Contract and Regular Employees

1. Initial Conference:

An initial conference between the evaluating manager and bargaining unit member shall occur before the formal evaluation procedure may begin and will include an explanation of the District evaluation procedure. The evaluating manager and the evaluatee-unit member shall cooperate in the scheduling of the initial conference. The evaluatee unit member shall attend the initial conference.

2. Student Ratings:

Student ratings of instructional and non-instructional (with direct student contact) unit members' effectiveness. No student ratings will be included if the position does not exercise direct student contact as part of the regular duties.

3. Peer Observations:

Qualified peers are members of the academic staff who are knowledgeable about the subject area and course content taught, including but not limited to comparable teaching situations and/or other duties undertaken by the employee undergoing evaluation. In the case of counselors and librarians, and other non-instructional faculty, qualified peers or other faculty familiar through training or experience with the assignment of the unit member undergoing evaluation.

- a. One qualified peer shall participate in the employee's evaluation. For regular and contract faculty the peer shall be selected by the unit member. For temporary and part-time faculty the peer shall be the appropriate faculty chair or designee.
- b. Peers shall base their review of the employee on direct observations of the unit member in his/her primary role and the relationships and communications with students, peers and other members of the college community.
- c. The peers shall submit in writing a statement of opinion regarding the employee's performance based on their observations to the bargaining unit member and the evaluating manager. A unit member, other than Department Chairs, shall not be required to participate in more than two peer reviews per semester unless the unit member so agrees. A unit member, other than a Department Chair, shall not be required to serve as a peer reviewer during any semester in which he/she is being evaluated unless the unit member so agrees.

4. Supervisor Observations:

There will be a direct observation of the unit member by the evaluating manager for the purpose of evaluating the employee's primary and other assigned roles and the relationships and communications with students, peers and other members of the college community. Observations made throughout the evaluation cycle of the employee's performance as a member of the college community may also be included. A written summary of these observations will be included in the evaluation summary prepared by the evaluating manager.

5. Portfolio:

The unit member will submit a portfolio, which is representative of the unit member over the evaluation period. The portfolio will include:

- a. Progress on goals identified in prior evaluation cycle. (If this is the first evaluation this is not required)
- b. Syllabi from all courses taught during the evaluation cycle (instructional faculty) OR Group presentation documents (i.e. workshop outlines, presentation slides, etc.) (non-instructional faculty – if appropriate)
- c. Review of professional development activity (activity, implementation strategies and impact)
- d. Reflection on student survey results
- e. Reflection on peer observation
- f. Contribution to campus/district (committee assignments, special projects, club advising, etc.)
- g. Related external activity (if appropriate) i.e. regional, state, national boards/associations
- h. Goals for next evaluation cycle
- i. Brief portfolio summary statement
- j. Additional items for specific assignments:

Department chairs who are undergoing regular evaluation the portfolio will include reflection gathered through the feedback process identified in Appendix A-4a section C.; faculty leads and/or coordinators will include reflection of progress on assigned project/program goals; coaches will include reflection on progress toward student athlete and athletic program accomplishments.

- k. For contract faculty the portfolio will be cumulative for the employment period leading to permanent status.

6. Final Conference:

The results of the formal evaluation, its summary and all related support documents shall be provided to the bargaining unit member no later than December 15 for any formal evaluation during the fall semester and no later than May 15 for any formal evaluation during the spring semester including the portfolio will be discussed in a final conference between the evaluating manager and the unit member. A copy of the final summary and all documents to be placed in the employee file will be provided to the unit member at that meeting. The evaluating manager and the unit member shall cooperate in the scheduling of the final conference. The unit member shall attend the final conference. This conference will occur no later than December 15 for any formal evaluation during the fall semester and no later than May 15 for any formal evaluation during the spring semester. The unit member shall be given an opportunity to discuss the evaluation procedure and the possible result or results of the formal evaluation summary with the evaluating manager. The formal evaluation summary shall be dated, and signed by the evaluating manager. The unit member shall sign and date the formal

evaluation summary when it is received. Such signature, by itself, shall not be interpreted as agreement with the contents or findings of the formal evaluation summary.

For Temporary Employees

~~An initial conference between the evaluator or designee and bargaining unit member shall occur before the formal evaluation procedure may begin and will include an explanation of the District evaluation procedure. The evaluator or designee and the evaluatee shall cooperate in the scheduling of the initial conference. The evaluatee shall attend the initial conference.~~

1. The Formal Evaluation Procedure shall include the following basic components:

- ~~a. Student ratings of instructional bargaining unit members' effectiveness, and non-instructional when appropriate.~~
- ~~b. Comprehensive written self-assessment by the bargaining unit member based on duties performed and related to the specific assignment of the bargaining unit member.~~
- ~~c. Written observations and assessments by the evaluator.~~
- ~~d. Course syllabus.~~

2. The Formal Evaluation Procedure shall include a peer review process:

- ~~a. Qualified peers are members of the academic staff who are knowledgeable about the subject area and course content taught by the employee undergoing evaluation and experienced in comparable types of teaching situations. In the case of counselors and librarians, and other non-instructional faculty, qualified peers are members of the counseling staff or other faculty familiar through training or experience with the assignment of the employee undergoing evaluation. [The non-instructional faculty evaluation process is addressed in section C. 7. The process for evaluating on-line instruction is addressed in section C. 8.]~~
- ~~b. For contract and regular employees, two qualified peers shall participate in the employee's evaluation. The two shall consist of one peer to be selected by the Academic Senate and one peer to be selected by the employee being evaluated.~~
- ~~c. For temporary employees, only one peer shall participate in the employee's evaluation. The peer shall be selected by the Division Dean or appropriate Department Head.~~
- ~~d. Peers are responsible for review of the employee on the items specified in 6-a-e below.~~

~~e. Peers shall base their review of the employee on observations of the employee in his/her relationships and communications with students, peers and other members of the college community and one of the following:~~

~~(i) Direct observation of the employee during performance of his/her assigned duties in the classroom or on-line;~~

~~(ii) Interview with the employee regarding his/her performance on the items indicated in section 6 a-e below;~~

~~f. Each of the two peers shall submit in writing a statement of opinion regarding the employee's performance on the items of evaluation. A unit member, other than Department Heads, shall not be required to participate in more than two peer reviews per year unless the unit member so agrees. A unit member, other than a Department Head, shall not be required to serve as a peer reviewer during any semester when he/she is being evaluated unless the unit member so agrees.~~

~~3. The Formal Evaluation Procedure may not include Standardized or District-developed achievement or aptitude test results.~~

E. Basic Terms of Evaluation

The basic terms upon which the formal evaluation is based may include:

1. Expertise in subject matter. The bargaining unit member shall:
Demonstrate satisfactory knowledge and currency in the subject(s) in which he/she works.
(e.g. education, experience, continuing professional development)
2. Techniques of instruction, presentation, and/or student interaction. The bargaining unit member shall:
 - a. Instructional Faculty
Use means of presenting subject content, e.g., lecture, discussion, demonstration or programmed systems, which effectively facilitate learning; provide variety in the types of teaching techniques used as appropriate;
Employ fair and reasonable examinations, or assessments i.e., consistent with the objectives and outcomes of the course and ~~with the principal content of the course~~ aligned with the course outline of record. In online or hybrid courses, appropriate online methodologies are utilized.
 - b. Non Instructional Faculty
Use means of presenting subject content, e.g., lecture, discussion, demonstration or workshops which effectively facilitate learning: employ fair and reasonable ~~examinations-assessments consistent with the objectives and outcomes and~~ aligned with the principle content of the workshop.

3. Effectiveness of communication. The bargaining unit member shall:

a. Instructional Faculty

Communicate clearly to the students the objectives and outcomes of the course by use of a syllabus that also identifies related resources available to students ~~that are related to the course~~ and identifies how the course grade is to be determined;

Explain clearly either orally, or by illustration, demonstration or example, the concepts which comprise the course material;

Express one's self clearly and respectfully when engaged in dialogue with his/her students, ~~and~~ colleagues, and others that they interact with on campus or in the community on behalf of the campus;

Demonstrate an attitude towards students and colleagues which is conducive to effective communication.

b. Non Instructional Faculty

Demonstrate ability to communicate clearly the purpose, mission and scope of the program area;

Clearly explain the department or program procedures to be followed;

Express one's self clearly when engaged in dialogue with students, staff or faculty and others that they interact with on campus or in the community on behalf of the campus;

Demonstrate an attitude towards students and colleagues which is conducive to effective communication.

4. Acceptance of responsibility. The bargaining unit member shall demonstrate his/her acceptance of responsibility by means other than instruction. This may be demonstrated by any of the following but is not necessarily limited to ~~these items~~:

a. Regular, Contract and Temporary Faculty

Participation in committee and other work of the District, and/or college;

Participation in other academic work, e.g., department, division, and faculty meetings;

Adhering to the policies and regulations of the College and/or the District (Article 13 B 1).

b. Part-Time Faculty

Adhering to the policies and regulations of the College and/or the District; regular communication with faculty chairs and supervising manager, submission of required documents such as book requisitions, grades, SLO assessments, etc.

5. Performance in other or additional areas of responsibility if applicable. The bargaining unit member shall:

Function effectively in positions of additional responsibility, e.g., as department head- chair, coach, faculty lead, or program coordinator, etc or during reassigned time.

6. Faculty may have assignments that incorporate both instructional and non-instructional obligations. In these cases, the evaluation will include all relevant elements.

~~4. Non-instructional bargaining unit members, such as counselors, librarians, etc., shall be evaluated by applicable portions of the components, items and procedures listed below:~~

~~a. Expertise in program area. The bargaining unit member shall:~~

~~Demonstrate satisfactory knowledge of the programs in which he/she works.~~

~~b. Techniques of instruction where appropriate for program area. The bargaining unit member shall:~~

~~Use means of presenting subject content, e.g., lecture, discussion, demonstration or workshops which effectively facilitate learning;~~

~~Employ fair and reasonable assessments, consistent with the objectives and the principal content of the workshop or course.~~

~~c. Effectiveness of communication. The bargaining unit member shall:~~

~~Demonstrate ability to communicate clearly the purpose, mission and scope of the program area;~~

~~Clearly explain the department or program procedures to be followed;~~

~~Express one's self clearly when engaged in dialogue with students, staff or faculty;~~

~~Demonstrate an approachable and clear communication style toward students, staff and colleagues.~~

~~d. Acceptance of responsibility. The bargaining unit member shall demonstrate his/her acceptance of responsibility. This may be demonstrated by any of the following items, but not necessarily limited to these items:~~

~~Participation in committee work of the District, and/or college;~~

~~Participation in other academic work, e.g., department, division, and faculty meetings;~~

~~Adhering to the policies and regulations of the College and/or the District.~~

~~Functioning effectively in positions of additional responsibility, e.g., as department head, coach or program coordinator, etc.~~

~~5. Teaching faculty assigned on-line instruction shall be evaluated by applicable portions of the components, item and procedures listed below.~~

~~a. Expertise in subject matter. The bargaining unit member shall:~~

~~Demonstrate satisfactory knowledge of the subject(s) in which he/she works.~~

~~b. Techniques of instruction. The bargaining unit member shall:~~

~~Use means of presenting subject content on-line which effectively facilitate learning;~~

~~Provide variety in the types of on-line assignments used as appropriate;~~

~~Employ fair and reasonable examinations, i.e., consistent with the objectives of the course and with the principal content of the course.~~

~~c. Effectiveness of communication. The bargaining unit member shall:~~

~~Communicate clearly to the students the objectives of the course by use of an on-line introduction and syllabus that also identifies resources available to students that are related to the course and identifies how the course grade is to be determined;~~

~~Explain clearly the concepts which comprise the course material;~~

~~Express him/herself clearly when engaged in email communication or dialogue with his/her students;~~

~~Demonstrate prompt on-line communication with students.~~

~~d. Acceptance of responsibility. The bargaining unit member shall demonstrate his/her acceptance of responsibility by means other than instruction. This may be demonstrated by any of the following items, but not necessarily limited to these items:~~

~~Participation in committee work of the District, and/or college;~~

~~Participation in other academic work, e.g., department, division, and faculty meetings;~~

~~Adhering to the policies and regulations of the College and/or the District.~~

~~e. Performance in areas of responsibility other than in the classroom, if applicable. The bargaining unit member shall:~~

~~Function effectively in positions of additional responsibility, e.g., as department head, coach or program coordinator, etc.~~

~~6. Contract employees shall be evaluated at least once in each academic year. Regular employees shall be evaluated at least once in every three academic years. Temporary employees shall be evaluated within the first year of employment. Thereafter, evaluation shall be at least once every six regular semesters.~~

~~7. Formal evaluations during the summer session must meet all the requirements of provision C of this Article, "Formal Evaluation Procedures," and shall be mutually agreed upon by the evaluator and evaluatee.~~

F. If the formal evaluation summary cites specific deficiencies, the evaluating manager shall schedule a meeting with the ~~evaluatee~~ unit member to discuss appropriate steps for improvement. The evaluating manager shall give specific written recommendations for improvement. If the subsequent formal evaluation summary indicates that the deficiencies have been corrected, a written statement of such improvement shall be prepared and signed by the evaluating manager and attached to the earlier formal evaluation summary.

- G. In the event of any dispute regarding any of the contents or findings of the formal evaluation summary, the bargaining unit member may prepare a written response within thirty (30) calendar days of receipt of the formal evaluation summary. The written response shall be attached to the formal evaluation summary in the personnel file. The content of the evaluation shall not be grievable.
- H. The District may conduct additional observations or assessments to augment and be included in the Formal Evaluation Procedure.

~~8. The formal evaluation summary and all related support documents shall be provided to the bargaining unit member no later than December 15 for any formal evaluation during the fall semester and no later than May 15 for any formal evaluation during the spring semester. Before the formal evaluation summary is completed, the bargaining unit member shall be given an opportunity to discuss the evaluation procedure and the possible result or results of the formal evaluation summary with the evaluator. The formal evaluation summary shall be dated, and signed by the evaluator. The evaluatee shall sign and date the formal evaluation summary when it is received. Such signature, by itself, shall not be interpreted as agreement with the contents or findings of the formal evaluation summary. **** See 6. Final Conference ****~~

~~9. In the event of any dispute regarding any of the contents or findings of the formal evaluation summary, the bargaining unit member may prepare a written response within thirty (30) calendar days of receipt of the formal evaluation summary. The written response shall be attached to the formal evaluation summary in the personnel file. The content of the evaluation shall not be grievable.~~

~~10. If the formal evaluation summary cites specific deficiencies, the evaluator shall schedule a meeting with the evaluatee to discuss appropriate steps for improvement. The evaluator shall give specific written recommendations for improvement. If the subsequent formal evaluation summary indicates that the deficiencies have been corrected, a written statement of such improvement shall be prepared and signed by the evaluator and attached to the earlier formal evaluation summary.~~

~~7. The District has the responsibility to prepare and utilize evaluation forms and other forms relating to the evaluation and assessment of the job performance of each bargaining unit member as recommended by the Working Committee. Before the District utilizes any printed or standardized evaluation form, the Association shall be given an opportunity to review and consult on the forms.~~

~~8. The District may conduct additional observations or assessments to augment and be included in the Formal Evaluation Procedure.~~

I. Tenure Evaluation and Review Procedures for Tenure Candidates Only

1. In the San Bernardino Community College District, contract faculty members will be recommended for tenure only during their fourth year of service. A standing Tenure Review Committee shall be established at the beginning of each Fall semester. ~~At any time during the tenure process, the manager may recommend dismissal.~~
2. During the first three years of a contract faculty member's service, ~~the tenure review committee will review the portfolio and all related documents. if any of the required yearly evaluations is less than fully satisfactory, that evaluation shall be turned over to the Tenure Review Committee. (If no Tenure Review Committee has been convened that year, one will be formed for this purpose, according to the procedure described in 4 and 5 below.)~~The Tenure Review Committee will examine ~~the~~ all evaluations and, in the case of faculty for whom deficiencies are cited, confer with the affected faculty member, and develop with that faculty member a plan for remediation. If the Tenure Review Committee has any doubt about a faculty member's overall performance after the conclusion of a remediation plan and/or the first three years of contract service evaluations, the Tenure Review Committee shall recommend:
 - a. a final remediation plan to be monitored and evaluated prior to the completion of the fall semester of the contract faculty member's fourth year of service; or
 - b. that the faculty member in question be dismissed at the conclusion of the ~~current year~~ ~~fourth year~~ of service.
3. All contract faculty members will be evaluated during the fall semester of the fourth year of service.
4. During the academic years when one or more contract faculty members will be ~~participating in the tenure process completing the fourth year of service and therefore will be recommended or not recommended for tenure,~~ the President of the appropriate ~~each tenure-eligible faculty member's~~ college shall appoint a Tenure Review ~~Chair Coordinator~~, who shall be a tenured faculty member and who shall chair the Tenure Review Committee of that college. The College President shall also appoint one administrator to serve on this Committee. ~~The supervising manager of each faculty in the tenure process shall also serve on the committee as regards that faculty member.~~
5. The President of the Academic Senate and the college representative of the Association's Collective Bargaining Unit shall each appoint one tenured faculty member to serve on the Tenure Review Committee at their college. Thus, each ~~college's unit member's~~ Tenure Review Committee will consist of ~~four-five~~ members.

6. The Tenure Review Committee shall meet in January to review the four evaluations of each faculty member being considered for tenure.
7. If all four evaluations of a faculty member are fully satisfactory, the Tenure Review Committee shall recommend that individual to the President for tenure.
8. At the conclusion of this evaluation, the Tenure Review Committee shall meet and decide on a recommendation to the College President of tenure or dismissal for the faculty member in question.
9. All recommendations regarding fourth-year faculty members shall be submitted to the College President by February 15.
10. If the College President disagrees with a recommendation of the Tenure Review Committee, the College President and the Committee shall meet with the District Chancellor to present their differing points of view. The Chancellor shall have final authority to make a recommendation to the Board of Trustees.
11. On both Crafton Hills College campus and San Bernardino Valley College campus the Vice President for instruction shall be responsible for ensuring compliance with Article 16, Section F, subsection 1 which stipulates that "A standing Tenure Review Committee shall be established at the beginning of each Fall semester." Said Committee shall be in place no later than September 15 of the current fall semester.
12. The Vice President for Instruction shall report the names and positions of the members of the standing Tenure Review Committee to the President of the San Bernardino Community College District Teachers Association no later than September 30 of the current fall semester.
13. The Vice President for Instruction shall provide the names, assignments, and year(s) of service of all probationary faculty members currently in line for tenure to the President of the San Bernardino Community College District Teachers Association no later than September 30 of the current fall semester.
14. The Tenure Review Committee on both campuses shall have as part of its responsibility a review of all evaluations of the probationary faculty identified in item 3 above to ensure that every step of the evaluation procedure described in Article XVI has been strictly followed. ~~Should the review reveal any missed steps or errors in application of the Article 16 Procedures, the Association Representative on the Committee shall immediately contact the President of the Association who shall initiate the Grievance Procedure on behalf of the affected Association members.~~

Received for SBCCDTA by Patricia Menchaca

Presented for SBCCD by Kristina Hannon