

ARTICLE 16: Evaluation Procedure

A. The District has both the sole responsibility to evaluate and assess the performance of each bargaining unit member. The purpose of evaluation is to recognize performance in the areas of instruction, counseling, and other educational services assigned by the District; to support and enhance satisfactory performance (meets expectations); to identify areas of performance needing improvement; to document unsatisfactory performance (does not meet expectations) of the bargaining unit member; to recommend improvement measures, and monitor progress. These procedures have been designed to provide a uniform and fair evaluation process. 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:

1. Contract (Tenure-Track Probationary) bargaining unit members shall be evaluated at least once in each academic year.
2. Regular (Tenured) bargaining unit members shall be evaluated at least once in every three academic years.
3. Full-Time Temporary bargaining unit members shall be evaluated at least once in each academic year for the first four (4) years of employment. Thereafter, evaluation shall be at least once every six (6) regular semesters.
4. Part-Time (Adjunct) bargaining unit members shall be evaluated once per year within the first two years of employment. Thereafter, evaluation shall be at least once every six regular semesters.
5. Formal evaluations during the summer session must meet all the requirements of Section D of this Article, "Formal Evaluation Procedures."

Additional evaluations beyond the minimum required shall be consistent with Article 24, Section B.

C. There shall be a periodic review of the evaluations forms at least once every five (5) years, or by mutual agreement as needed. The District and Association negotiations teams shall collaborate for the review and/or changes to the forms.

D. Basic Terms of Evaluation

The basic terms of the formal evaluation may include:

1. Professional expertise in discipline. The bargaining unit member shall demonstrate satisfactory knowledge and currency in the assigned role.
2. Methodologies: Techniques of instruction, presentation, and/or student interaction. The bargaining unit member shall:
 - a. Instructional Faculty
 - i. Use means of presenting subject content (e.g., lecture, discussion, or demonstration) which effectively facilitate learning and support diversity and inclusion. In online or partially online courses,

appropriate online methodologies are utilized to achieve the outcomes and objectives and include regular, substantive interactions.

- ii. Employ fair and reasonable examinations and/or other assessments consistent with the objectives and outcomes of the course and aligned with the course outline of record. Regularly assess student learning outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.

b. Non-Instructional Faculty

- i. Use means of presenting subject content, (e.g., lecture, discussion, demonstration or workshops) which effectively facilitate learning and support diversity and inclusion.
- ii. Employ fair and reasonable assessments, if applicable, consistent with the objectives and outcomes and aligned with the principal content. If applicable, regularly assess student learning and/or service area outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.

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

a. Instructional Faculty

- i. Communicate to the students the objectives and outcomes of the course by use of a syllabus that also identifies related resources available to students and outlines how the course grade is to be determined.
- ii. Explain the concepts which comprise the course material. Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.

b. Non-Instructional Faculty

- i. Communicate the purpose, mission and scope of the program area.
- ii. Explain the department or program procedures to be followed.
- iii. Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.

4. Contribution to campus culture and climate. The bargaining unit member shall demonstrate their acceptance of responsibility to support and enhance campus culture and climate. This may be demonstrated by one or more of the following but is not necessarily limited to:

a. Regular, Contract and Temporary Faculty

- i. Participation in committee and other work of the District, and/or college. Faculty in their first year are not required to serve on a committee. Committee assignments, club advisor duties, or other work that is within this category begin in the bargaining unit member's second year of full-time service. In lieu of committee work, club advisor duties, or other work within this category, all first-year faculty are required to participate in new faculty orientation as delivered by the college.
- ii. Participation in other academic work, e.g., department, division, and faculty meetings.
- iii. Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
- iv. Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(1)).

b. Part-Time Faculty

- i. Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
- ii. Regular communication with faculty chairs and evaluating manager.
- iii. Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(9)).

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 chair, coach, faculty lead, 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 assigned roles.

E. Formal Evaluation Procedure for Contract, Regular, Temporary, and Part-Time Bargaining Unit Members

The formal evaluation procedure shall include the following basic components, which are detailed below:

1. Initial Conference
2. Peer Observations
3. Student Evaluations (if applicable)
4. Additional Faculty Feedback, for non-instructional faculty without student contact only
5. Self-Evaluation
6. Evaluating Manager Observation (if applicable) and Summary
7. Final Conference

1. Initial Conference

An initial conference between the evaluating manager and bargaining unit member shall occur before the formal evaluation procedure may begin. This conference will include an explanation of the complete District

evaluation procedure, including the process for responses and timelines. The evaluating manager and the bargaining unit member shall cooperate in the scheduling of the initial conference, which both parties shall attend.

2. Peer Observations

a. Peer Review Process

- i. Peer observations shall be conducted by faculty familiar through training or experience with the assignment of the bargaining unit member undergoing evaluation. Training on the peer evaluation process and forms will be available for faculty.
- ii. Peers shall base their review of the bargaining unit member on observations of the bargaining unit member in their instruction and/or communication with students, colleagues, and other members of the college community.
- iii. The peer evaluation process will include observation of the bargaining unit member in their assigned roles utilizing the approved peer evaluation observation form. If it is mutually agreed by the peer observer and the manager that observation is not possible, an interview may replace the observation.
- iv. Each peer shall complete and submit the signed peer evaluation form to the evaluating manager. A unit member, other than a Department Chair, shall not be required to serve as a peer reviewer in more than two peer reviews per year 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 they are being evaluated unless the bargaining unit member so agrees.

b. Regular, Contract, and Temporary Full-Time Faculty

Two qualified peers (tenured or tenure-track faculty) shall participate in the bargaining unit member's evaluation. One peer shall be selected by the Academic Senate President and one peer shall be selected by the bargaining unit member being evaluated.

c. Part-Time Faculty

One peer shall participate in the bargaining unit member's evaluation. The peer shall be the appropriate faculty chair or full-time faculty designee.

3. Student Evaluations

Student evaluations of instructional and non-instructional (with direct student contact) bargaining unit members' effectiveness shall be conducted utilizing a mutually agreed upon tool. No student evaluations will be included if the position does not exercise direct student contact as part of the regular duties. To ensure confidentiality of student responses, the bargaining unit member shall not be present during administration of the student evaluation tool.

4. Additional Faculty Feedback

For non-instructional faculty without student contact, five (5) faculty will be chosen by the bargaining unit member and five (5) by the evaluating manager, or 10 faculty members mutually agreed upon by both parties, to receive the feedback tool. These faculty are in addition to the peer evaluators. Selections shall include faculty members on relevant committee assignments and/or faculty on campus. All faculty providing feedback for the bargaining unit member will be given the member's job description.

5. Self-Evaluation

The bargaining unit member will complete a statement, based on the current evaluation cycle, using the agreed upon content of the self-evaluation tool. Keeping in mind the need to integrate equity and/or diversity in all areas of your work. Please address the following items:

- a. Discuss how you have demonstrated support of student success to include culturally responsive teaching and/or services (e.g., including information such as modifications to your course structure or services, approach to working with students, and an analysis of disproportionate impact in classes taught by the faculty member and strategies for addressing any disproportionately impacted groups).
- b. Describe one or two successes you have had in your role on campus.
- c. Discuss your contribution to campus community and culture (e.g., committee work, student life activities).
*not required for part-time
- d. Describe any research, seminars, trainings, or other work completed in order to expand or enhance expertise that would benefit job performance.
- e. Reflect on the results of your peer evaluations if received at least two weeks prior to the due date for self-evaluation.
- f. Reflect on the results of student evaluations (if applicable) if received at least two weeks prior to the due date for self-evaluation.
- g. Reflect on the results of faculty feedback (for non-instructional without student contact) if received at least two weeks prior to the due date for self-evaluation.
- h. Explain what the District can do to support you (e.g., training, resources, achieving goals) if applicable.
- i. Add anything else if desired, as related to integrating equity and/or diversity into your work.

6. Evaluating Manager Observations and Summary

For full-time bargaining unit members, there will be a direct observation of the unit member by the evaluating manager for the purpose of evaluating the employee's assigned roles and the relationships and communications with students, peers and other members of the District. For part-time faculty, there will be direct observation by the evaluating manager during at least the first two evaluation cycles, and at least every two (2) evaluation cycles after that. Additionally, there will be direct observation by the evaluating manager on any off-cycle evaluation. Observations made throughout the evaluation cycle of the bargaining unit member's

job performance may be included. A written evaluation summary prepared by the evaluating manager, shall include their observations and recommendations, student evaluations and peer evaluation(s).

The District may conduct additional observations during the Formal Evaluation Procedure. Faculty will be notified in advance, in writing, of any additional observations.

7. Final Conference

- a. The results of the formal evaluation, its summary, and all related documents will be discussed in a final conference between the evaluating manager and the bargaining unit member.
- b. A copy of the final summary and all official evaluation documents to be placed in the employee file will be provided to the unit member at the meeting. In addition, the evaluating manager will notify the bargaining unit member of their right to respond to the evaluation in writing within 30 calendar days and that the response will be attached to the evaluation and become part of the permanent record.
- c. This conference will occur no later than the last day of the respective semester, per the approved academic calendar, for any formal evaluation. The evaluating manager and the bargaining unit member will cooperate in the scheduling of the final conference, which both parties shall attend.
- d. The formal evaluation summary shall be dated and signed by the evaluating manager. The bargaining 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.
- e. If the formal evaluation summary cites specific deficiencies for non-probationary faculty (part-time, full-time temporary, tenured faculty), the evaluating manager shall schedule a meeting with the bargaining 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 placed in the bargaining unit member's personnel file. A copy shall also be provided to the bargaining unit member.

For probationary faculty (tenure-track full-time faculty), see Tenure Review section.

- f. The bargaining unit member may provide a written response to the formal evaluation summary within thirty (30) calendar days of receipt of the formal evaluation summary. This response shall be signed and provided to the evaluating manager and Human Resources to be attached to the formal evaluation summary in the personnel file. The content of the evaluation shall not be grievable.

F. Tenure Review Procedures

1. In the San Bernardino Community College District, tenure-track contract faculty members will be recommended for tenure only during their fourth year of service.
2. The Office of the President shall provide the names, assignments, and year(s) of service of all probationary faculty members currently participating in the tenure process to the President of the San Bernardino Community College District Teachers Association no later than September 30 of the current fall semester.

3. The Tenure Review Sub-Committee (see Section H2) will be presented with all evaluations for tenure-track faculty in each of their first three years of service. For any evaluation that meets expectations, a memo will be submitted to the College President with a recommendation to offer the next probationary contract. The administration will share this information with the faculty member(s).
4. Any evaluation where improvement is needed or does not meet expectations in any given year shall be reviewed by the Tenure Review Committee. If the evaluation does not meet expectations in the first, second, or third years, the Tenure Review Committee shall:
 - Initiate the Improvement Plan Process in Section H3; or
 - Recommend that the faculty member in question be dismissed at the conclusion of the current contract.

The Tenure Review Committee's recommendation will be forwarded to the faculty member by the administration.

5. All contract faculty members will be evaluated during the fall semester of the fourth year of service, unless the faculty member has been recommended for dismissal at the end of the third year.
6. The Tenure Review Committee shall meet in January to review the four evaluations of each faculty member being considered for tenure.
7. At the conclusion of this evaluation, the Tenure Review Committee shall meet and decide on a recommendation of tenure or dismissal for the faculty member in question. If all contract evaluations of a faculty member meet expectations, the Tenure Review Committee shall recommend that individual to the President for tenure. The administration will share this information with the fourth-year faculty member.
8. All recommendations regarding fourth-year faculty members shall be submitted to the College President by February 15.
9. 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.
10. The Tenure Review Sub-Committee identified in Section H2 below, at both colleges, shall have as part of its responsibility to annually review all evaluations of the probationary faculty to ensure that every step of the evaluation procedure described in Article 16 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 bargaining unit member(s).

G. Tenure Review Committee

1. During the academic years when one or more contract faculty members will be participating in the tenure process, a standing Tenure Review Committee shall be established during the Fall semester at each college. The Vice Presidents of Instruction shall ensure that these committees will be in place no later than September 30. The Tenure Review Committee will meet if there is an improvement plan needed by one or more faculty members and/or to determine tenure recommendations.

2. Each college's Tenure Review Committee will consist of six (6) members:

- One (1) Tenured faculty member who shall chair the Tenure Review Committee appointed by the College President
- Two (2) Administrators
 - Vice President of Instruction
 - Vice President of Student Services
- Two (2) Tenured faculty members appointed by the Academic Senate President *
- One (1) Tenured faculty member appointed by the San Bernardino Community College District Teachers Association (SBCCDTA)
- One (1) non-voting Human Resources representative to verify employment timelines and legal compliance

** The two (2) tenured faculty members appointed by the Academic Senate President shall consist of one (1) tenured instructional faculty member and one (1) tenured non-instructional faculty member.*

3. The Vice President of Instruction shall report the names and positions of the members of the Tenure Review Committee at their college to the SBCCDTA President no later than September 30 of the current fall semester.

H. Tenure Review Sub-Committee

1. During the academic years when one or more contract faculty members will be participating in the tenure process, a Tenure Review Sub-Committee shall be established during the Fall semester at each college. The Vice Presidents of Instruction shall ensure that these committees will be in place no later than September 30.
2. Each college's Tenure Review Sub-Committee will consist of three (3) members from the Tenure Review Committee:
 - One (1) Tenured faculty member who shall chair the Tenure Review Committee appointed by the College President
 - One (1) Tenured faculty member appointed by the San Bernardino Community College District Teachers Association (SBCCDTA)
 - One (1) Administrator; either the Vice President of Instruction or the Vice President of Student Services
 - One (1) non-voting Human Resources representative to verify employment timelines and legal compliance

3. Improvement Plan Process

- a. The Tenure Review Committee shall meet with the faculty member, the evaluating manager, and an additional tenured faculty member, selected by the faculty member needing improvement, to develop the improvement plan. The improvement plan will identify some resources and strategies to facilitate improvement within a reasonable timeframe.
- b. If the Tenure Review Committee has any doubt about a faculty member's overall performance after the conclusion of an improvement plan, the Tenure Review Committee shall recommend:

- i. An additional improvement 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
 - ii. That the faculty member in question be dismissed at the conclusion of the current contract.
- c. In the case of bargaining unit members for whom improvement is needed or does not meet expectations in the fourth year, in lieu of an improvement plan, the Tenure Review Committee will review the fourth-year evaluation and consider all previous contract evaluations for the determination to recommend or not recommend tenure.

Tools used during the evaluation process are negotiated between the District and the Association.