UFF-LSSC Counter Session 4: October 8, 2019

Article VIII. Faculty Evaluation

Section 1. General Provisions

- A. Lake-Sumter State College supports a formalized system of performance evaluation for all employees. The evaluation of the <u>full-time</u> Faculty shall be the responsibility of LSSC Administration and/or Program Managers.
- B. The purpose of the evaluation process is to provide feedback to employees about their work performance, encourage employee development, promote personal reflection and self-assessment, strengthen individual professional effectiveness, and assist employees and the College in planning and establishing goals.³⁷ encourage experimentation on the part of each faculty member and achieve the College's goals It also provides a collegial context for review of teaching purposes, strategies, and materials. Evaluation shall not be used as a disciplinary tool.
- C. No member of the UFF-LSSC-Faculty bargaining unit shall be assigned to conduct an evaluation of another member of the UFF-LSSC-Faculty bargaining unit.
- D. Timeline. <u>Annual faculty evaluations will be completed by the end of February. Faculty</u> members will complete the employee components of the evaluation process no later than February 1 each year. The College will publish, at the start of each academic year, a calendar of deadline dates for completion of the various components of the annual performance evaluation while providing reasonable time for faculty compliance A mid-year check-in may be required at the discretion of the supervisor. The faculty member may bring union representation to this meeting.

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- E. Evaluations will be <u>electronic</u> in form and format specified by the College and consistent with this agreement.
- F. The factual content of a faculty member's evaluation must be supported by credible, documented evidence. Information sources for completing the performance appraisal instrument include required submissions of syllabi, student rating of instruction, professional development planning activities, participation as a member of the academic division, participation as a member of various forums (College committees, professional organizations, educational groups), and other relevant, objective information.

Section 2. Components of Faculty Evaluations

A. <u>1. All faculty that are on continuing contract or eligible to receive continuing-contract</u>

will be evaluated annually on the following areas:

a) General Duties
b) Instructional Observation
c) Student Review
c)—Service to the College and Community
—Professional Development
2. All faculty that are on annual contract (e.g. lecturers) shall be evaluated annually on the following areas:

<u>a) General Duties</u><u>b) Instructional Observation</u><u>c) Student Review</u>

B. Fall Semester Evaluation Conference (optional for continuing contract faculty).

During the Fall Semester the supervisor will meet with the bargaining unit member to

discuss the bargaining unit member's goals, departmental needs, administrative

expectations, and the bargaining unit member's proposed professional development plan

for the academic year.

- C. _Instructional Observation. In addition to the annual evaluation, all annual contract faculty will receive an instructional observation by the employee's supervisor, or designee, each year. Continuing contract faculty will receive instructional observations at a minimum of every three years, unless performance concerns warrant more frequent observations. <u>No</u> evaluation shall be conducted covertly or without more than two week's written notice to the faculty member. The observation shall be at least one contact hour in duration.
 - Continuing Contract. The supervisor or academic administrator will observe each continuing contract faculty member at least once every three years. The observation should ideally occur during a class session where active learning and student participation is expected. Faculty teaching distance learning course (s) will provide the Supervising Administrator with observer-level access to his or her course (s) upon request for evaluation purposes.
 - 2.—Bargaining Unit Members on Annual Contract. Bargaining Unit members on annual contract will be observed by the supervisor or academic administrator at least twice per year: once for an evaluation and once as described above in Section 2C of this article.

3.—<u>End-of-course evaluations</u>. The Faculty member will <u>be provided</u> access to their end-of-course evaluations at the <u>beginning of the following semester</u>.

The reviews are to be utilized by the faculty member for improvements in his

or her performance and in the course.

D. Faculty Performance Evaluation Form. The supervisor/evaluating administrator will review the completed performance evaluation with the faculty member. Following this review, the Annual Faculty Performance Evaluation Form will be signed by the faculty member and the faculty member's supervisor, indicating that all individuals have reviewed and discussed the content and that the faculty member has had the opportunity to respond in writing to the performance appraisal.

The supervisor will review the performance with the faculty member, identifying The supervisor will review the performance with the faculty member, identifying

Section 3. Performance improvement plan.

A. The supervisor will collaborate with the bargaining unit member to create a performance improvement plan to address any areas where development is needed only if the faculty member's overall evaluation is "development is needed" or lower. A faculty member shall have the right to have a Union representative present during this review meeting or when the faculty member is being placed on formal notice of deficiencies in his professional performance and for any subsequent meeting during which progress or completion of the improvement plan is discussed.

<u>B.</u> The bargaining unit member's supervisor shall ensure the following is documented:

C. In collaboration with the employee, the supervisor will provide <u>concrete</u> recommendations <u>in writing</u> to enable the bargaining unit member to <u>achieve the</u> <u>expected improvement</u> and establish a <u>reasonable</u> timeframe during which the bargaining unit member is expected to demonstrate <u>improvements not less than four working weeks</u> <u>in length and not greater than one semester in length.</u>

- D. The supervisor will meet to discuss the recommendations and timeline with the bargaining unit member and, if requested by the faculty member, Union representative. The supervisor will meet at least once with the bargaining unit member during the improvement plan to review progress and offer constructive feedback.
- E. Exiting the Professional Improvement Plan. The supervisor or his/her designee shall meet
 with the bargaining unit member within ten days of the plan's conclusion to discuss his or
 her progress toward addressing performance concerns. The supervisor shall provide the
 bargaining unit member with a written summary of his or her performance while on the
 improvement plan. The summary will reference evidence that supports his/her
 determination that the bargaining unit member was or was not successful in completing
 the terms of the professional improvement plan. Any bargaining unit member who
 disputes the factual content of his or his improvement plan summary or alleges a violation
 of any section in this article may file a grievance pursuant to this agreement.
- F. A bargaining unit member on continuing contract who successfully completes the professional improvement plan shall remain on continuing contract. A bargaining unit member on annual contract who successfully completes the professional development plan shall be eligible for reappointment.

----Section <u>4</u>. Appeal of an Evaluation Section <u>4</u>. Appeal of an Evaluation

Section 4. Appeal of an Evaluation

A faculty member who disputes the factual content of his or her faculty evaluation or alleges a violation of any <u>section</u> in this article <u>may</u> file a grievance pursuant to this Agreement. The timeline to file such a grievance shall begin at the conclusion of the Performance Review, once all parties have signed the electronic evaluation.

- A. Such grievances shall be filed at Step 1 of the grievance procedure. Should the appeal not be resolved in step 1, the appeal will progress through the steps of the grievance procedure outlined in <u>Article IV</u> this Agreement. Procedural and factual disputes shall be subject to the arbitration process, outlined in Article V.
- B. For any bargaining unit member who receives an overall rating of unsatisfactory, the supervisor will collaborate with the faculty member<u>in the development of a performance improvement plan</u>, as described above Section 3 of this article, to identify any deficiencies and provide suggestions, professional development opportunities, or otherwise assist the bargaining unit member with any necessary correction.
- C. A continuing contract bargaining unit member who receives an <u>overall</u> "Unsatisfactory" rating <u>in any</u> three<u>out of</u> five<u>years</u> and fails to successfully complete a professional improvement plan in the third "unsatisfactory" year may be returned to annual contract.