

College's 10-30-19 Proposal

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 full-time 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. It also provides a collegial context for review of teaching purposes, strategies, and materials.
- C. No member of the UFF-LSSC-Faculty bargaining unit shall be assigned to conduct an annual faculty evaluation of another member of the UFF-LSSC-Faculty bargaining unit.
- D. Timeline. Annual faculty evaluations will be completed by the end of February. Faculty members will complete the employee components of the evaluation process no later than January 15th ~~February 1~~ each year. A mid-year check-in may be required at the discretion of the supervisor. The faculty member may bring union representation to this mid-year meeting.
- E. Evaluations will be electronic 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

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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. 1. All faculty ~~that~~who are on continuing contract or on the continuing contract track ~~eligible to receive continuing contract~~ will be evaluated annually on the following areas:

- a) General Duties
- b) Instructional Observation (when applicable)
- c) Student ~~Review~~ End of Course Evaluations
- d) Service to the College and Community
- e) Professional Development
- f) Goals

2. All faculty ~~that are on annual contract (e.g. lecturers)~~ shall be evaluated annually on the following areas:

- a) General Duties
- b) Instructional Observation
- c) Student End-of-Course Evaluations Review

~~— Fall Semester Term 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 and lecturers 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 once every three years, unless performance concerns warrant more frequent observations.~~ No ~~evaluat~~observation shall be conducted ~~covertly or~~ without

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~~more than two week's~~ written notice to the faculty member. The observation shall be at least one contact hour in duration.

1. 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 ~~Supervisor or Academic Supervising~~ Administrator with observer-level access to his or her course (s) upon request for ~~evalua~~observation purposes.
2. Bargaining Unit Members on Annual Contract. Bargaining Unit members on annual contract will ~~be observed by~~ meet with their supervisor or academic administrator at least twice per year: once for an instructional observation debriefing and once for their Annual Faculty Performance Eevaluation and once as described above in Section 2C of this article.
3. Student End-of-Course Evaluations. The Faculty member will be provided access to their student end-of-course evaluations by ~~at~~ the beginning of the following semester. The student end-of-course evaluations reviews are to be utilized by the faculty member for improvements in their his or her performance ~~and in the course.~~

D. Annual Faculty Performance Evaluation Form. The supervisor or academic administrator/evaluating administrator will review the completed annual faculty performance evaluation with the faculty member. ~~The supervisor will review the performance with the faculty member, identifying exceptional performance, successful performance, and areas where development is needed.~~ Following this review, the Annual Faculty Performance Evaluation Form will be signed by the faculty member and the

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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. As a final step, the Annual Faculty Performance Evaluation form will be reviewed and signed by the Vice President of Academic Affairs next level supervisor.

~~The supervisor will review the performance with the faculty member, identifying exceptional performance, successful performance, and areas where development is needed.~~

Section 3. Performance improvement plan.

- A. The supervisor will communicate collaborate with the bargaining unit member regarding areas in need of improvement and may to create a performance improvement plan to address any areas where development is needed those areas. 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~~their~~ professional performance and for any subsequent meeting during which progress or completion of the improvement plan is discussed.
- B. The bargaining unit member's supervisor shall ensure the following is documented: notification to the bargaining unit member if deficiencies exist that require (s) correction, an explanation of any deficiencies as noted, the expected improvement, and a description of how that improvement will be measured.
- C. In collaboration with the employee, the supervisor will provide concrete written recommendations in writing to enable the bargaining unit member to achieve the

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expected improvement and establish a reasonable timeframe during which the bargaining unit member is expected to demonstrate improvements not less than four working weeks in length and not greater than one semester in length.

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 period to review progress and offer constructive feedback.

E. Exiting the Professional Improvement Plan. The supervisor or his/her/their designee shall schedule a meeting with the bargaining unit member within ten days of the plan's conclusion to discuss his or her/their progress toward addressing performance concerns. The supervisor shall provide the bargaining unit member with a written summary of his or her/their performance while on the improvement plan. The summary will reference evidence that supports his/her/their 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 her/their improvement plan summary or alleges a violation of any section in this article may file a grievance pursuant to this agreement up to the level of the President, but may not arbitrate the matter.

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.

1. Once completed, the evaluation with all addenda will be placed in the bargaining

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unit member's permanent limited-access personnel folder, ~~after which there will be no modifications, additions, or deletions.~~

- G. A continuing contract bargaining unit member who does not satisfactorily complete a performance improvement plan will be placed on annual contract immediately and will enter into a second performance improvement plan. If the bargaining unit member does not satisfactorily complete the second performance improvement plan, they shall be subject to immediate termination.

Section 4. Appeal of an Evaluation

A faculty member who disputes the factual content of ~~his or her~~their faculty evaluation or alleges a violation of any section in this article may file an grievance appeal pursuant to this Agreement.

The timeline to file such an grievance appeal shall begin at the conclusion of the Performance ~~Review~~Evaluation, once all parties have signed the electronic evaluation.

- A. ~~Such grievances Appeals~~ 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 Article IV of this Agreement, provided, however, that- ~~Procedural and factual~~ disputes shall not 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 in the development of a performance improvement plan, 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 overall "Unsatisfactory"~~

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rating ~~in any three~~ two out of five ~~three years~~ and fails to successfully complete a professional improvement plan in the ~~third~~ second "unsatisfactory" year may ~~will be~~ returned to annual contract.