

## 3357:13-16-34 Individual Contracts and Evaluation (CBA)

Individual Contracts and Evaluation constitutes Article IX of the Agreement between North Central State College and the chapter of the North Central State Faculty Association-American Association of University Professors (NCSFA-AAUP)

### Article IX. Individual Contracts and Evaluation

#### Section 9.01 Introduction

The College and NCSFA-AAUP desire to have evaluation procedures accurately communicated and consistently applied. The process of evaluating full-time faculty members is the responsibility of full-time faculty, academic divisions (e.g., Academic Dean), and the Chief Academic Officer. Faculty members shall be evaluated on the basis of criteria established in a collaborative effort by the College and the Faculty Caucus. The policy and forms to be followed by the College in making evaluations shall be made available to the faculty.

#### Section 9.02 Probationary Contracts

- (a) The first three years of employment will be considered a probationary period. During the first semester of employment, the probationary faculty member will teach a reduced load (12 credit hours or 15 contact hours) to enable the probationary faculty member to be oriented to the duties of an effective faculty member, both inside and outside the classroom. The probationary faculty member during the first term will complete the faculty orientation program established by the Chief Academic Officer or designee. Recommendation regarding renewal of a probationary faculty's contract will be made by the Dean to the Chief Academic Officer. The retention or release of probationary faculty is at the discretion of the College and is not subject to the grievance procedure provided Section 9.03 of this article has been substantially followed. Notice of non-renewal of contract must be received by the probationary faculty no later than 45 days preceding the expiration of the current probationary contract. All probationary contracts will be one year in length (either nine or twelve months).
- (b) If a new faculty member is first employed under a contract of less than one full academic year, probationary status will not be offered until the faculty member receives a regular academic year faculty appointment, unless waived by the Chief Academic Officer.
- (c) In the case of a probationary faculty who is not performing satisfactorily but shows improvement, the Dean may recommend to the Chief Academic Officer that the probationary period be extended for one additional year. The same procedures as above shall then apply for that year. The probationary period shall not last more than four years.
- (d) When a faculty member has their probationary status modified (e.g., extended, terminated, other), the NCSFA-AAUP will be notified in writing in a timely manner.

### Section 9.03 Evaluation of Probationary Faculty

- (a) During this time, the Assistant Dean will administer the "Student Evaluation of Instruction" forms in all the faculty member's classes each semester during the first probationary contract year and at least one semester per year for the remaining contract years of probation. The results will be shared with the faculty member in a composite format to be used as necessary for the improvement of teaching. In keeping with Section 9.02 (a), the Assistant Dean has a responsibility to meet with the probationary faculty member and to review the results of the Student Evaluations. The Assistant Dean or designee may also administer these forms in other terms.
- (b) There will be at least one classroom and/or laboratory and/or clinical observation per term by the Assistant Dean for the first probationary contract year and at least one per year for the remaining contract years of probation. In addition, the Assistant Dean, or the probationary faculty member may ask a non-probationary faculty member to observe and complete the "Classroom Observation" process. This non-probationary faculty member must be mutually acceptable to the probationary faculty member and the Assistant Dean. Each observation will be followed by a written evaluation using the "Classroom Observation" form and a conference between the observer, the Assistant Dean and the probationary faculty member. The "Classroom Observation" form will include space for the probationary faculty member's comments and will be signed by the observer, the Assistant Dean, and the probationary faculty member, with a copy for each. Methods for teaching improvement, as noted on the "Classroom Observation" form, will be determined as necessary in a cooperative manner and implemented as quickly as possible by the probationary faculty member. Methods for teaching improvement will be in writing and will be signed by the observer, the Assistant Dean, and the probationary faculty member, with a copy for each.
- (c) The Assistant Dean will evaluate the probationary faculty member's performance each term in the first year and on an annual basis in subsequent years using input from the "Student Evaluation of Instruction," classroom observation(s), and input from program director and/or Assistant Dean. A written summative evaluation will be completed which provides methods of teaching improvement and a professional development plan, as well as goals for the following academic year, and determination of continued employment. Space will be provided for the probationary faculty member's comments, and will be signed by the Assistant Dean, Dean, probationary faculty member, and Chief Academic Officer. The probationary faculty member will receive a copy of the student evaluation of instruction, classroom observation, and written summative evaluation. The Chief Academic Officer will forward final documents to Human Resources.

### Section 9.04 Review and Evaluation of Non-Probationary Faculty

- (a) The Dean and/or Assistant Dean will provide a summative evaluation during the third year of the faculty contract including the input from the faculty on the annual Faculty Performance Review form, information from the Student Evaluation of Instruction, classroom observation forms, and input from program director/coordinator. A summative evaluation will provide methods of teaching improvement and a professional development plan if necessary, as well

as goals for the following academic year that are aligned with the college strategic goals, and determination of continued employment. Space will be provided for the non-probationary faculty member's comments, and will be signed by the Assistant Dean, Dean, the non-probationary faculty member, and Chief Academic Officer. The non-probationary faculty member will receive a copy of the Student Evaluation of Instruction, classroom observation, and the Faculty Performance Review form. The Chief Academic Officer will forward final documents to Human Resources.

- (b) Each non-probationary faculty member will annually complete a Faculty Performance Review form and discuss it with the assistant dean. The assistant dean will provide written input on the document. The review's primary purpose is to provide a structure for the advancement in rank process, and become part of the faculty member's permanent file. Inclusion of this form will be on a trial basis for the contract years 2017-2020.
- (c) During the year immediately preceding the notification date for renewal or non-renewal of the faculty member's contract, there will be at least one classroom and/or laboratory and/or clinical observation by the Assistant Dean. Observations may also occur during other times if determined to be necessary by the Assistant Dean, Dean or, the Chief Academic Officer, or if requested by the non-probationary faculty member. The observed non-probationary faculty member may also ask a fellow non-probationary faculty member to conduct an observation. Each observing non-probationary faculty member must be mutually acceptable to the observed non-probationary faculty member and the Assistant Dean. Each observation will be followed by a written evaluation using the Classroom Observation" form and a conference between the observer, the Assistant Dean, and the non-probationary faculty member, with a copy for each. Methods for teaching improvement, as noted on the Classroom Observation form, will be determined, as necessary, in a cooperative manner and implemented as quickly as possible by the non-probationary faculty member. Methods for teaching improvement will be in writing and will be signed by the observer, the Assistant Dean, and the non-probationary faculty member, with a copy for each.
- (d) The Assistant Dean or designee will administer Student Evaluation of Instruction forms in at least one of the faculty member's classes each term and in all the faculty member's classes at least one term in the third year of his/her contract. The results will be shared with the faculty member in a composite format to be used as necessary for the improvement of teaching. The Assistant Dean or designee may also administer these forms in other terms.
- (e) If through the faculty performance review process a faculty member is found to have below acceptable scores, a performance improvement plan will be immediately put in place. This plan should include definite actions to be taken by the faculty member through a collaborative process between the faculty member and Assistant Dean/designee.
- (f) Any recommendation not to renew a non-probationary faculty member's contract will be made by the Dean to the Chief Academic Officer. Clear documentation that demonstrates just cause must be provided showing that the non-probationary faculty member has been performing unsatisfactorily the duties as outlined in the faculty position description, and Article XXI, Faculty Workload, of this agreement, has been advised of the situation, has been

given assistance and adequate time to improve, and has failed or refused to do so. Notice of non-renewal of contract or utilization of section (f) below must be received by the non-probationary faculty member no later than 90 days preceding the expiration of the current contract.

- (g) If the Chief Academic Officer has sufficient documentation to not renew a non-probationary faculty member but has seen last minute evidence of improvement and would like to give the faculty member a final chance, the Chief Academic Officer will, on or before 90 days prior to the contract expiration with the faculty member's knowledge and written acceptance, postpone the decision regarding renewal of contract until thirty (30) days prior to the contract expiration. On or before this date, the faculty member and the NCSFA-AAUP will be notified as to the status of employment. If the faculty member's contract is renewed, it will be on a probationary status for one year, at which time the faculty member will either be returned to non-probationary status or non-renewed.

#### Section 9.05 Voluntary Separation of Employment

Faculty members will notify the College of their intent to voluntarily terminate employment due to retirement or resignation by written notice to the Chief Academic Officer with a copy to the Dean. Faculty who resign or retire shall give no less than three months' notice before the termination of services. Resignation without proper notice will result in termination in poor standing for the resigning faculty member, and that faculty member may be deemed ineligible for rehire. A faculty member who resigns and provides a minimum of six (6) months' notice will receive one (1) additional day of pay in their final pay. A resigning faculty member who provides twelve (12) months' notice of their intent to resign will receive two (2) additional days of pay in their final pay. Retiring faculty see Section 22.01(k) for sick leave pay-out procedure.

#### Section 9.06 Evaluation Policy/Forms

The current evaluation policy and forms identified in this article will remain in place until such time as the Faculty Caucus and administration mutually agree to new policy or forms.

Effective: August 23, 2017

Next Review: May 14, 2027

Review Dates: 12/17/08, 10/26/11, 8/27/14, 8/23/17, 8/25/21, 01/16/24