

Black = Existing  
Red = District Change  
Black BOLD = Moved to  
Red+Highlight = Moved from  
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Blue-strike = SBCCDTA strikes District or original language  
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## SBCCDTA Counterproposal #1

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

### Article 16: Evaluation Procedure November 22, 2019

- A. **The District has both the right to evaluate and assess the performance of each bargaining unit member.** ~~The District also has~~ 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; to identify areas of performance needing improvement; and to document unsatisfactory performance of the bargaining unit member. 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, including successes, 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 bargaining unit members shall be evaluated at least once in each academic year.**
  2. **Regular (Tenured) employees bargaining unit members shall be evaluated at least once in every three academic years.**
  3. **Temporary (Full-Time Temporary) employees bargaining unit members shall be evaluated two (2) times at least once per year within the first two years of employment. Thereafter, evaluation shall be at least once every six regular semesters.**
  4. **Part-Time (Adjunct) employees bargaining unit members shall be evaluated two (2) times once per year within the first two years of employment. Thereafter, evaluation shall be at least once every six regular semesters.**

Additional evaluations beyond the minimum required shall not be conducted in an arbitrary or capricious manner.

C. **There shall be a periodic review of the** ~~tools~~ evaluations forms ~~used to evaluate the bargaining unit members' effectiveness~~ 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. Formal Evaluation Procedure **for Contract, Regular, Temporary, and Part-Time Employees Bargaining Unit Members**

**The Formal Evaluation Procedure shall include the following basic components, which are detailed below:**

1. Initial Conference
2. Student Evaluations (if applicable)
3. Peer Observations
4. Peer Mentor Observations (if applicable)
5. Evaluating Manager Observations
6. Self-Evaluation
7. Final Conference

#### For Contract and Regular Employees

1. Initial Conference:

An initial conference between the evaluator ~~ing manager~~ and bargaining unit member shall occur before the formal evaluation procedure may begin. ~~and This conference will include an explanation of the complete District evaluation procedure, including the process for responses and timelines. The evaluator ing manager and the evaluatee bargaining unit member shall cooperate in the scheduling of the initial conference, which The evaluate unit member both parties shall attend. the initial conference.~~

2. Student Ratings Evaluations:

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

a. Instructional

- i. Only the form negotiated in the collective bargaining agreement (*Student Evaluation of Instructional Faculty*) shall be used in this formal evaluation procedure for face-to-face classes. For online instruction, the form (*Student Evaluation of Online\* Instructional Faculty*), shall be incorporated into an online format, approved by the Association, and be used in this formal evaluation procedure. Faculty being evaluated for a fully online course shall not use printed student evaluation forms.
- ii. Students will administer the evaluations during class time, then collect and return the student evaluation forms to the appropriate staff or manager's office; the bargaining unit member shall not have any contact with the completed forms. For online instruction, the evaluation form shall be made available to students online, so that the results of the evaluation are transmitted directly and electronically to the appropriate staff or manager.
- iii. To ensure confidentiality of student responses in face-to-face classes, the bargaining unit member shall not be present in the room when the students are completing the forms. To ensure confidentiality of student responses with an online evaluation, the students' responses shall be anonymous within a given course. The bargaining unit member shall not have the ability to alter the online evaluation tool or its responses.
- iv. The college shall ensure that each bargaining unit member receives the blank student evaluation forms and/or the students receive access to the approved online form with sufficient time to meet the college's deadline.
- v. With hybrid courses, the student evaluations may be administered either during face-to-face class time or online.

*\*Note to bargaining teams: Suggesting that a new form may be developed to include a couple questions relevant to the online environment that potentially impact student success.*

b. Non-instructional (with direct student contact)

- i. Only the appropriate form negotiated in the collective bargaining agreement (*Student Evaluation of Counselors* or *Student Evaluation of Librarians*) shall be used in this formal evaluation procedure. For online counseling, the *Counselors* form, incorporated into an online format and approved by the Association, shall be used in this formal evaluation procedure. Faculty being evaluated for online counseling shall not use printed student evaluation forms to rate those appointments.

- ii. Following interaction with the bargaining unit member, students will receive the student evaluation form from an appropriate manager or staff, and shall return it to a secure and locked box. Neither the bargaining unit member nor student workers shall have any contact with the forms. Only the appropriate manager shall have access to the completed forms. For online counseling, the form shall be made available to students online so that the results of the evaluation are transmitted directly and electronically to the appropriate staff or manager.
  - iii. To ensure confidentiality of student responses, the bargaining unit member shall not be present in the room when students are completing the forms. For online counseling, the bargaining unit member shall not have the ability to alter the online evaluation tool or its responses.
  - iv. The college shall ensure that the blank student evaluation forms (or access to the approved online form for online counseling) are distributed to the students with sufficient time to meet the college's deadline.
  - v. Counselors who perform both face-to-face and online counseling shall receive student evaluations using both modalities.
- c. Social/digital media sites. No peer evaluator or evaluating manager shall use content from social media (e.g., Rate My Professor) in the bargaining unit member's evaluation process.

### 3. Peer Observations:

**Qualified peers are ~~members of the academic staff~~ faculty who are knowledgeable about the subject area and course content taught, ~~including but not limited to comparable teaching situations,~~ and/or other faculty roles ~~duties~~ undertaken by the ~~employee~~ bargaining unit member undergoing evaluation. In the case of ~~e~~Counselors and librarians peer evaluators shall be faculty counselors or librarians, respectively. ~~;~~ **and** Peer observations for other non-instructional faculty, shall be conducted by **qualified peers or other faculty familiar through training or experience with the assignment of the bargaining unit member undergoing evaluation.** The peer review process shall be on a departmental or divisional basis, as defined by the collective bargaining agreement. This process shall require that the qualified peers are representative of the diversity of California.**

- a. Regular, Contract, and Temporary Full-Time Faculty. ~~One~~ Two qualified peers (tenured or tenure-track faculty) shall participate in the ~~employee's~~ bargaining unit member's evaluation. ~~For regular and contract faculty the~~ One peer shall be selected by the Academic Senate President and one **peer shall** be selected by the ~~employee~~

bargaining unit member being evaluated. In conjunction with a bargaining unit member choosing a peer to be their evaluator, this peer will be the mentor for contract and temporary faculty during the current evaluation year. The peer mentor shall be chosen prior to the second peer being selected by the Academic Senate.

- b. ~~For temporary and part-time faculty, the~~ One peer shall participate in the bargaining unit member's evaluation. The peer shall **be the appropriate faculty chair or full-time faculty designee**. For part-time faculty undergoing an improvement plan, the peer assigned shall serve as the peer mentor during the current evaluation year term.
  - c. ~~Peers shall base their review of the employee bargaining unit member on direct observations of the employee bargaining unit member in his/her their and the instruction relationships and/or communications with students, peers colleagues, and other members of the college community and one of the following:~~
    - i. ~~(i) Direct observation of the employee bargaining unit member in his/her their primary role, during performance of his/her assigned duties in the classroom or on-line;~~
    - ii. ~~(ii) Interview with the employee regarding his/her performance on the items indicated in Section E(1-5) below;~~
  - d. ~~The~~ Each peers shall complete and submit the peer evaluation form ~~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 a Department Chairs, shall not be required to serve as a peer reviewer participate in more than two peer reviews per semester 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 he/she is they are being evaluated unless the bargaining unit member so agrees.~~
4. Peer Mentoring
- a. In order to promote faculty-centered professional development within the evaluation process, when applicable, each unit member being evaluated shall have one peer mentor.
    - i. Contract faculty shall choose a peer mentor in each of the first four years.
    - ii. Temporary full-time faculty shall choose a peer mentor in each of the first two years.
    - iii. Regular and part-time faculty shall only use peer mentors if they are being re-evaluated as part of an improvement plan.

- iv. A specific peer mentor shall not be required to serve in that role beyond one evaluation year.
  
- b. Peer mentors shall be chosen/assigned at the beginning of the semester in which the member is being evaluated. For contract, full-time temporary, and regular faculty, once the peer mentor has been determined, the bargaining unit member shall inform their Dean. The Deans will send a comprehensive list of all faculty with their peer mentors to the Academic Senate President by September 1 for the Fall semester and February 1 for the Spring semester. This process will ensure that the Academic Senate President will not assign the same person as a unit member's chosen peer. For mid-semester hire dates, the peer mentor shall be chosen/assigned within the first two (2) weeks of their start date.
  
- c. The unit member is expected to have substantial interaction with the peer mentor during the evaluation process. The peer mentor process includes:
  - i. At least two informal classroom/workplace observations of the unit member.
  
  - ii. At least two interviews with the unit member, to discuss informal observation(s), suggestions, or responses; to provide feedback on written materials (e.g., exams, lecture slides, etc.); to discuss recommendations for professional development opportunities; and/or to answer questions.
  
  - iii. One formal observation of the unit member (including a written report, per Section D(3)(d) above).
  
- d. The two informal observations and two interviews shall take place sometime during the first two months of the semester; the formal observation shall take place during the third month of the semester.
  
- e. Training for peer mentors shall be provided during an in-service day at the beginning of each semester.
  - i. The peer mentor shall support the academic freedom, teaching style, and formatting of materials (e.g., syllabus, lecture slides, instructor-generated handouts, etc.) of the unit member, while offering and discussing suggestions for improvement in the in the areas of Section E.
  
  - ii. The unit member is not required to adhere to all of the specific recommendations of the mentor.

f. Compensation.\*

Peer mentors shall be compensated for a maximum of 10 hours per mentee, not to exceed 30 hours per semester at the non-teaching agreement rate for time spent on observations, interviews, and writing reports.

*\*Note to bargaining teams: SBCCDTA's proposal of peer mentors must be negotiated in tandem with the corresponding compensation (f). We will not agree to adding peer mentors without the added compensation piece.*

5. Supervisor Evaluating Manager 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 District. Observations made throughout the evaluation cycle of the employee's performance as a member of the college community may also be included. A written evaluation summary of prepared by the evaluating manager, shall include these their observations and the results of the student evaluations and peer review(s). 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. Self-Evaluation

The bargaining unit member will complete a brief summary statement using the form that represents their primary role: *Self-Evaluation Guidelines for Instructional/Online or Non Instructional Bargaining Unit Member*.

- a. Expertise in subject matter.
- b. Techniques of instruction where appropriate for program area.
- c. Effectiveness of communication.
- d. Acceptance of responsibility.
- e. Performance in areas of responsibility other than in the classroom, if applicable.

7. 6-Final Conference:

- a. ~~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 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 ~~that~~ the beginning of the meeting. In addition, the process for responses will be reviewed by the evaluating manager. The evaluating manager and the bargaining unit member shall cooperate in the scheduling of the final conference, which both parties shall attend.
- c. If an evaluation outcome other than satisfactory is likely, the evaluating manager shall notify the bargaining unit member for the purposes of coordinating a union representative for the final conference. ~~The unit member shall attend the final conference.~~
- d. 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.
- e. 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.

### 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.~~

#### 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: ~~D~~ demonstrate satisfactory knowledge and currency in the subject(s) in which ~~he/she~~ they 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
    - i. Use means of presenting subject content (e.g., lecture, discussion, or demonstration) ~~or programmed systems~~, which effectively facilitate learning.; ~~provide variety in the types of teaching techniques used as appropriate;~~ ~~In online or hybrid courses, appropriate online methodologies are utilized;~~
    - ii. 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
    - i. Use means of presenting subject content, (e.g., lecture, discussion, demonstration or workshops) which effectively facilitate learning;
    - ii. ~~e~~Employ fair and reasonable ~~examinations—assessments~~, if applicable, consistent with the objectives and outcomes and aligned with the ~~principle~~ principal content. ~~of the workshop.~~

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

a. Instructional Faculty

- i. 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 outlines** how the course grade is to be determined;
- ii. Explain **clearly** either orally, or by illustration, demonstration or example, the concepts which comprise the course material;
- iii. Express one's self clearly and respectfully when engaged in dialogue with **his/her** their 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

- i. ~~Demonstrate ability to~~ Communicate **clearly** the purpose, mission and scope of the program area;
- ii. **Clearly** ~~E~~explain the department or program procedures to be followed;
- iii. Express one's self clearly and respectfully when engaged in dialogue with their students, ~~staff~~ colleagues, ~~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

- i. Participation in committee and other work of the District, and/or college;
- ii. Participation in other academic work, e.g., department, division, and faculty meetings;
- iii. Adhering to the policies and regulations of the College and/or the District (Article 13, Section (B)(1)).

b. Part-Time Faculty

- i. Adhering to the policies and regulations of the College and/or the District (Article 13, Section (B)(9));
- ii. ~~Regular communication with faculty chairs and supervising evaluating 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.~~

The formal evaluation procedure ~~may~~ shall not include standardized or District-developed achievement or aptitude test results.

3. ~~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.~~
- ~~4. 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.~~

~~5. 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~~ Section D of this Article, "Formal Evaluation Procedures," and shall be mutually agreed upon by the ~~evaluator~~ evaluating manager and ~~evaluatee~~-bargaining unit member.

8. ~~F.~~ **If the formal evaluation summary cites specific deficiencies for part-time, full-time temporary, or regular faculty, the evaluating manager shall schedule a meeting with the ~~evaluatee~~ bargaining unit member to discuss appropriate steps for improvement. The evaluating manager shall give specific written recommendations for improvement included as part of their evaluation summary. If the subsequent formal evaluation summary indicates that ~~the deficiencies have been corrected~~ substantial progress has been made towards correcting the deficiencies, a written statement of such improvement shall be prepared and signed by the evaluating manager and attached to the earlier formal evaluation summary. A signed and dated copy of the statement showing improvement shall be given to the bargaining unit member and Human Resources for inclusion in the permanent file. The bargaining unit member shall also be provided acknowledgement of receipt by Human Resources.**

9. ~~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~~ business days of receipt of the formal evaluation summary. ~~The written~~ This response shall be emailed to the evaluating manager, area Vice President, College President, Association President, and Vice Chancellor of Human Resources. The response shall also **be attached to the formal evaluation summary in the personnel file.** The bargaining unit member shall be provided acknowledgement of receipt from Human Resources within 10 business days of submittal. **The content of the evaluation shall not be grievable.s****

10. ~~H.~~ **The District may conduct additional observations or assessments if deemed necessary ~~to augment and be included in~~ according to the criteria of 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.~~

#### F. Tenure Review Committee

1. ~~During the academic years when one or more contract faculty members will be participating in the tenure process, a A standing Tenure Review Committee shall be established at the beginning of each during the Fall semester at each college. Said Committee shall be in place no later than September 15 of the current fall semester. 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."~~ The Vice Presidents of Instruction shall ensure that these committees will be in place no later than September 15.

a. ~~Thus, eEach college's unit member's college's Tenure Review Committee will consist of four five four members.~~

b. ~~completing the fourth year of service and therefore will be recommended or not recommended for tenure, Tthe 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.~~

c. ~~The Presidents of the Academic Senates 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.~~

d. The San Bernardino Community College District Teachers Association (SBCCDTA) President shall appoint one tenured faculty member to serve on the Tenure Review Committee at each college.

2. ~~The Vice President for of Instruction shall report the names and positions of the members of the standing Tenure Review Committee at their college to the SBCCDTA President of the San Bernardino Community College District Teachers Association no later than September 30 of the current fall semester.~~

G. ~~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. ~~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~~ be presented with all evaluations for all faculty in each of their first four years of service. Any evaluation that is satisfactory without deficiencies will be submitted to the College President with a recommendation to offer the next contract. If all contract evaluations of a faculty member are satisfactory without deficiencies, the Tenure Review Committee shall recommend that individual to the President for tenure.

3. Any evaluation that is satisfactory with specific deficiencies or unsatisfactory with deficiencies in any given year shall be reviewed by the Tenure Review Committee. ~~and, in the case of faculty for whom deficiencies are cited, The Tenure Review Committee shall meet confer with the affected faculty member, to and develop with that faculty member a plan for remediation.~~

- a. If deficiencies are cited in the first, second, or third years, the Tenure Review Committee shall recommend:
    - i. A remediation plan (to be monitored and evaluated at the bargaining unit member's subsequent evaluation) that includes providing support/resources to facilitate improvement within reasonable timeframe; or
    - ii. That the faculty member in question be dismissed at the conclusion of the current contract.
  - b. If the Tenure Review Committee has any doubt about a faculty member's overall performance after the conclusion of a remediation plan ~~and/or during the first three years of contract service evaluations~~, the Tenure Review Committee shall recommend:**
    - i. An ~~final~~ additional 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
    - ii. That the faculty member in question be dismissed at the conclusion of the ~~current year contract~~ ~~fourth year of service~~.
  - c. In the case of bargaining unit members for whom deficiencies are cited in the fourth year, in lieu of a remediation plan, the Tenure Review Committee will review the fourth-year evaluation and consider all previous contract evaluations for the determination of tenure.
4. ~~3.~~ All contract faculty members will be evaluated during the fall semester of the fourth year of service.
  5. ~~6.~~ The Tenure Review Committee shall meet in January to review the four evaluations of each faculty member being considered for tenure.
  6. ~~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.
  7. ~~9.~~ All recommendations regarding fourth-year faculty members shall be submitted to the College President by February 15.
  8. ~~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.

9. ~~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.
  
10. ~~14.~~ The Tenure Review Committee, ~~on~~ at both ~~campuses~~ colleges, shall have as part of its responsibility a review of all evaluations of the probationary faculty identified in ~~item 3~~ Section G(4) above to ensure that every step of the evaluation procedure described in Article ~~XVI~~ 16 has been strictly followed.
  
11. 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.

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Presented by SBCCDTA by Sheri Lillard

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Accepted for SBCCD by Kristina Hannon