### **Southern Connecticut State University**

#### RENEWAL PROCEDURES FOR FACULTY

#### INTRODUCTION

Four precepts shall guide the implementation of this document:

- 1. All processes and procedures have been designed to reflect the spirit of shared governance, and
- 2. Evaluations shall be based on the measurement of academic and professional quality in order to best serve the university community, and
- 3. Faculty rights of due process shall be safeguarded at each step described below, and
- 4. Candidates shall have control and remain in control of all content in their files throughout all stages of the process (e.g., no content can be added without written prior notice to the candidate).

#### PART I - AUTHORIZATION FOR PROCEDURES

The Faculty Senate, in agreement with the President of the University, establish these procedures, including the attached Addendum (for coaching faculty) consistent with the <u>Collective Bargaining Agreement</u>, to govern the renewal process at Southern Connecticut State University. Due dates in this document represent contractually mandated deadlines as stipulated in the Collective Bargaining Agreement. The dates that apply for the current academic year are those listed in the Appointment Calendar.

# PART II - STANDARDS FOR RENEWAL

### A. Eligibility

- 1. All faculty members who hold a probationary appointment (full-time service prior to the acquisition of tenure) shall be evaluated annually for renewal of appointment. The probationary period shall not exceed six years of service in the university, provided that all six years fall within the same ten-year period. Those faculty members who have previously received timely notice of non-renewal or who hold a final appointment shall not be evaluated for renewal of appointment. Those faculty members in the sixth year shall not be evaluated for renewal as their tenure evaluation renders the renewal process superfluous.
- 2. During the first through fifth probationary years, a faculty member's appointment shall be deemed renewed unless written notice of non-renewal is given to the faculty member as indicated in Articles 4.9, 4.9.1, 4.9.2 and 4.9.3 of the Collective Bargaining Agreement.
- 3. Those faculty members applying for tenure prior to the sixth year of service, or applying for promotion prior to tenure, also need to be evaluated for renewal. If a candidate chooses to submit a tenure or promotion file prior to their sixth year of service, the candidate shall also submit a renewal file.

### B. Criterion

1. Introduction

a. The single criterion for evaluating and recommending full-time faculty members shall be the quality of activity, including keeping current in one's field as defined by a process of shared governance. Only the categories outlined shall be used to this end and, for all teaching faculty, weighted in the order as

<sup>&</sup>lt;sup>1</sup> "Collective Bargaining Agreement", when used in this document, refers to the Collective Bargaining Agreement between the Connecticut State University American Association of University Professors and the Board of Regents for the Connecticut State University, August 2016 - August 2021

described in Part II.B.2 of this document. For non-teaching faculty, see the Collective Bargaining Agreement for categories and weights of evaluation.

b. Any special conditions in the faculty member's letter of appointment or subsequent extensions or modifications of such appointment as provided in Article 4.7 of the Collective Bargaining Agreement shall be considered throughout the evaluation process on a case-by-case basis.

# 2. Categories of Evaluation for Faculty

## a. Load Credit or the Equivalent

This category encompasses one or more of the following for which the faculty member receives load credit or the equivalent: teaching, advising for which load credit is given, chairing a department, directing, conducting research under research reassigned time, student supervision, or any other function specified in the letter of appointment or subsequent extension of modifications of such appointment (see Article 4.7 of the <u>Collective Bargaining Agreement</u>), identified in a side letter of agreement (see Article 10.4 of the <u>Collective Bargaining Agreement</u>), or as assigned (see Article 10.6 of the Collective Bargaining Agreement).

### b. Creative Activity

This category encompasses creative activity appropriate to one's field for example, delivering papers at professional conferences, production/performance of artistic works, research, grant activity, study and publication. This list is not meant to be exhaustive; rather it is meant to reflect the potential variety of activities that may be included under Creative Activity. Any of these areas may represent significant creative activity.

c. Productive Service to the Candidate's Department and University

This category encompasses constructive participation in such activities as departmental meetings and activities, school or university committees, data-gathering, self-study and evaluation, and advising students regarding program planning.

d. Professional Attendance and Participation

This category encompasses attendance and participation in conferences and workshops, membership and service in appropriate professional organizations and professional activity in the community that is reflective of professional expertise.

e. Years in Rank

This category reflects years in rank. In determining seniority, leaves without pay, except for those in pursuit of the member's scholarly discipline, are not included. See Article 13.6 in the <u>Collective</u> Bargaining Agreement.

f. Record of Disciplinary Action

This category encompasses the record of any disciplinary action in the faculty member's personnel file at the time of the evaluation. See Article 4.11.9.6 of the <u>Collective Bargaining Agreement</u>

- 3. Categories of Evaluation for Counseling Faculty<sup>2</sup>--These categories are listed in descending order of value.
  - a. Load Credit Activity--Professional effectiveness in providing counseling in the area appropriate to one's specialty (ies).

<sup>&</sup>lt;sup>2</sup> Counseling Faculty should refer to Article 7 of the Collective Bargaining Agreement.

This category encompasses one or more of the following for which the member receives load credit or the equivalent: counseling, chairing a department, directing, doing research, student supervision, or any other function specified in the letter of appointment or subsequent extension of modifications of such appointment (see Article 4.7 of the Collective Bargaining Agreement), identified in a side letter of agreement (see Article 10.4 of the Collective Bargaining Agreement), or as assigned (see Article 10.6 of the Collective Bargaining Agreement).

#### b. Professional Attendance and Participation

This category encompasses attendance and participation in conferences and workshops, membership and service in appropriate professional organizations, and professional activity in the community reflective of professional expertise.

#### Productive Service to the Candidate's Department and University c.

This category encompasses constructive participation in such activities as student organization advisement, departmental meetings and activities, school or university committees, data-gathering, self-study and evaluation, and advising students regarding program planning.

# Creative Activity

This category encompasses creative activity appropriate to one's field, such as delivering papers at professional conferences, production/performance of artistic works, conducting research, grant activity, study and publication. This list is not meant to be exhaustive; rather, it is meant to reflect the potential variety of activities that may be included under Creative Activity. Any of these areas may represent significant creative activity.

#### Years in Rank e

This category reflects years in rank. In determining seniority, sabbatical leaves are included, but leaves without pay, except for those in pursuit of the member's scholarly discipline, are not included (see Article 13.6 of the Collective Bargaining Agreement).

#### f. Record of Disciplinary Action

This category encompasses the record of any disciplinary action in the member's personnel file at the time of the evaluation. See Article 4.11.9.6 of the Collective Bargaining Agreement

#### 4. Categories of Evaluation for Library Faculty3--These categories are listed in descending order of value

Load Credit Activity--Professional effectiveness in providing librarian services in the area appropriate to one's specialty(ies).

This category encompasses one or more of the following for which the faculty member receives load credit or the equivalent: library services, chairing a department, directing, doing research, student supervision, or any other function specified in the letter of appointment or subsequent extension of modifications of such appointment (see Article 4.7 of the Collective Bargaining Agreement), identified in a side letter of agreement (see Article 10.4 of the Collective Bargaining Agreement), or as assigned (see Article 10.6 of the Collective Bargaining Agreement).

#### b. Professional Attendance and Participation

 $<sup>^3</sup>$  Library Faculty should refer to Article 8 in the Collective Bargaining Agreement.

This category encompasses attendance and participation in conferences and workshops, membership and service in appropriate professional organizations, and professional activity in the community reflective of professional expertise.

# c. Productive Service to the Candidate's Department and University

This category encompasses constructive participation in such activities as student organization advisement, departmental meetings and activities, school or university committees, data gathering, self-study and evaluation, and advising students regarding program planning.

# d. Creative Activity

This category encompasses creative activity appropriate to one's field, such as delivering papers at professional conferences, production/performance of artistic works, conducting research, grant activity, study, and publication. This list is not meant to be exhaustive; rather, it is meant to reflect the potential variety of activities that may be included under Creative Activity. Any of these areas may represent significant creative activity.

#### e. Years in Rank

This category reflects years in rank. In determining seniority, sabbatical leaves are included, but leaves without pay, except for those in pursuit of the member's scholarly discipline, are not included (see Article 13.6 of the Collective Bargaining Agreement).

# f. Record of Disciplinary Action

This category encompasses the record of any disciplinary action in the faculty member's personnel file at the time of the evaluation. See Article 4.11.9.6 of the Collective Bargaining Agreement

# PART III -- STRUCTURE AND PROCEDURES

#### A. Initiation of Evaluation Process

- 1. It shall be the responsibility of the Department Chairperson to initiate all renewal evaluations by notifying the DEC/CFEC<sup>4</sup> in writing prior to the date indicated in the appropriate calendar of the renewal evaluations to be conducted.
- 2. Each non-tenured full-time faculty member in the first year of appointment shall receive written evaluation of performance during the second semester of service after completing a full semester of service in accordance with the schedule specified in the Appointment Calendar. Thereafter, there shall be an annual written evaluation unless the faculty member has previously received timely notice of non-renewal or is on a final appointment (see Part II.A).

# B. Faculty Member's Role in the Evaluation Process

1. When a faculty member is informed by the DEC/CFEC of the fact and purpose of the evaluation, the faculty member shall expeditiously meet with the Office of Human Resources for the purpose of examining the personnel file. If the faculty member has a concern about materials in the personnel file, the faculty member shall meet with a representative of the Provost/appropriate Vice President. The faculty member and the representative of the Provost/appropriate Vice President shall attempt to reach agreement on materials pertinent to the evaluation in order that copies may be prepared for the DEC/CFEC. In the event agreement is not possible, the matter shall be decided by the Provost/appropriate Vice President or the Provost's/appropriate vice president's designee. The faculty member shall then be allowed to prepare written response for presentation to the DEC/CFEC with supportive material. The Office of

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<sup>&</sup>lt;sup>4</sup> CFEC stands for Counseling Faculty Evaluation Committee

Human Resources shall have copies prepared of materials selected from the personnel file. These copies shall then be forwarded to the DEC/CFEC. A letter of transmittal sent to the faculty member and the DEC/CFEC by the Office of Human Resources shall list the materials forwarded from the Office of Human Resources to the DEC/CFEC.

- 2. The candidate to be evaluated shall submit a renewal file with supporting materials and statements pertinent to the criteria specified for evaluation. See Part II for details of what must be included.
- 3. All candidates shall include in their file a copy of their original letter of appointment and any subsequent modifications. If the candidate does not have the original letter of appointment, a copy shall be obtained from the Office of Human Resources. See Article 4.7 of the Collective Bargaining Agreement.
- 4. The candidate shall be allowed to include:
  - a. any letter addressing any topic authored by any person inside or outside the University. Exceptions include: (a) solicited letters from students in active courses of the candidate at the time of letter authorship, and (b) other than the official letters of evaluation, the candidate shall not include letters (if they specifically address the renewal process) written in that academic year by anyone who has a formal role in the evaluation process for the candidate, such as members of the candidate's DEC/CFEC, Chairperson of the candidate's department, Dean/Director of the candidate's school/college/division, Provost, or President.

The candidate shall be allowed to include letters authored by those who have a formal role in the evaluation process for the candidate dated prior to the academic year of the evaluation (e.g., from prior evaluation files) and letters authored by those who have a formal role in the evaluation process for the candidate not directly addressing, or making recommendations regarding, the renewal decision, such as a letter documenting or evaluating specific activities in the categories of evaluation.

- 5. The DEC/CFEC shall provide each candidate a reasonable opportunity to appear personally before representatives of the DEC/CFEC prior to its recommendation. The candidate shall not be penalized or harmed for choosing not to attending.
- 6. The candidate shall have an opportunity to examine the file at each stage of the evaluation process, i.e., before, during, and after the DEC/CFEC, Department Chairperson and Dean/Director (or equivalent, for counselors, librarians and coaches) have each completed their evaluation report with concluding recommendation. At any time, the candidate shall be allowed to place in the file a written response and/or any additional materials in support of the application for renewal. If the candidate adds materials to the file after the file has been made available to the DEC/CFEC, Department Chairperson, Dean/Director, or Provost, the candidate shall send written notification to the individual currently reviewing the file or applicable committee chair. It cannot be guaranteed that materials the candidate adds to the file after the commencement, but before the conclusion, of the review period at each stage (by the dates specified in the Appointment Calendar) will be considered by the applicable reviewer.

# C. Department Role in the Evaluation Process

- 1. Procedures
- a. The DEC/CFEC shall conduct evaluations as scheduled by the <u>Collective Bargaining Agreement</u> and the <u>Promotion and Tenure Procedures for Faculty</u> document. The DEC/CFEC shall also conduct evaluations as requested by the Department Chairperson and shall notify the candidate in writing. The evaluations shall be in written form and contain supporting reasons for each category of evaluation.
- b. By the dates specified in the Appointment Calendar, the DEC/CFEC Chairperson shall inform in writing each full-time faculty member to be evaluated of (1) the fact and purpose of the evaluation, (2) the opportunity to submit materials to the DEC/CFEC, and (3) the opportunity to appear personally before the DEC/CFEC prior to the DEC's/CFEC's recommendation. The candidate shall not be penalized or

harmed for not attending.

- c. By the date specified in the Appointment Calendar of each academic year the Office of Human Resources shall make available to the DEC/CFEC the personnel files of those members to be evaluated, subject to the provisions of Article
  - 4.14.2 of the Collective Bargaining Agreement.
- d. Any special conditions in the candidate's letter of appointment or subsequent extensions or modifications of such appointment as provided under Article 4.7 of the <u>Collective Bargaining Agreement</u> shall be considered in the evaluation process for renewal on a case-by-case basis.
- e. In conducting its evaluations for renewal, the DEC/CFEC shall consider all materials supplied by the candidate and may solicit additional information pertinent to the categories of evaluation. Any evaluation based on material not in the file shall be documented and shall not include hearsay. Any information solicited by the DEC/CFEC and not provided by the candidate to the DEC/CFEC shall be in writing, signed, and made available to the candidate at least four days prior to the submission of the DEC's/CFEC's evaluation report with concluding recommendation. Observation of load credit activity is a useful tool in conjunction with assessment of teaching material and is particularly encouraged for evaluation of candidates for renewal. For candidates who are engaged in classroom teaching, the DEC/CFEC shall obtain and use the data from a written student opinion survey instrument (See Article 4.11.8 of the Collective Bargaining Agreement.) For candidates engaged in other duties, the DEC/CFEC shall seek and use appropriate information.
- f. DEC/CFEC members shall always treat as confidential all evaluative information submitted and considered, as well as the DEC/CFEC's deliberation and votes. Such confidentiality shall not apply to disclosures concerning procedures in a formal hearing by a Grievance Committee. Any communication between the candidate and a DEC/CFEC member, other than the Committee Chairperson or designee, about the about deliberations and evaluative information or the DEC/CFEC recommendation shall occur only in the context of a DEC/CFEC interview. Discussions of the merits of a candidate's file by DEC/CFEC members shall occur only in the context of a DEC/CFEC meeting.
- g. All DEC/CFEC recommendations on renewal shall be in writing, with supporting reasons, addressing each of the categories of evaluation. See II.A.2. The DEC/CFEC's evaluation report with concluding recommendation shall include a summary using one of the following "Do Not Recommend;" "Recommend with Some Reservation;" "Recommend;" "Strongly Recommend;" or "Very Strongly Recommend."
- h. The evaluation report with concluding recommendation shall reflect the DEC's/CFEC's professional judgment and opinion as well as factual information. A copy of the DEC/CFEC evaluation report with concluding recommendation including supporting reasons and any minority reports, shall immediately be sent to the candidate and an identical copy shall be forwarded directly to the Office of Human Resources for inclusion in the candidate's personnel file by the dates specified in the Appointment Calendar.
- i. The candidate shall be allowed four (4) calendar days to provide a written response to the DEC/CFEC's evaluation report with concluding recommendation before the date when the file is made available to the Department Chairperson. The written response shall be written and signed by the candidate and added to the file by the candidate, by the dates specified in the Appointment Calendar. A copy of the DEC/CFEC evaluation report with concluding recommendation and, if applicable, the candidate's written response, shall be placed in the candidate's file by the candidate.
- j. The DEC/CFEC's evaluation report with concluding recommendation shall not be transmitted to the Department Chairperson and shall not be transmitted to the Dean/Director. Neither the Department Chairperson nor the Dean/Director shall have access to evaluation report(s), any minority report(s), or the

candidate's written response(s) to any evaluation report(s) prior to the date specified in the Appointment Calendar. If information was solicited by the DEC/CFEC and not provided by the candidate and was considered by the DEC/CFEC, the DEC/CFEC evaluation report with concluding recommendation shall identify this fact, shall state the information solicited (i.e., any information that was solicited by the DEC/CFEC and not provided by the candidate), and shall provide the rationale for inclusion.

- k. Each evaluation report with concluding recommendation shall be signed by all members of the DEC/CFEC. A DEC/CFEC member shall be allowed submit to the DEC/CFEC a signed minority report to be included with the DEC/CFEC's evaluation report with concluding recommendation to indicate the following:
  - The DEC/CFEC member may agree with the Committee's evaluation but consider the recommendation too
    weak.
  - 2) The DEC/CFEC member may agree with the Committee's evaluation but consider the recommendation too strong.
  - 3) The DEC/CFEC member may agree with the ranking of the Committee for reasons other than those offered by the Committee recommendation.
  - 4) The DEC/CFEC member may disagree with the Committee evaluation.

If a DEC/CFEC member elects to write a minority report, it shall be signed and appended to the DEC/CFEC's evaluation report with concluding recommendation. A copy of the DEC's/CFEC's evaluation report with concluding recommendation including supporting reasons and any minority reports shall immediately be sent to the candidate and a copy shall be forwarded directly to the Office of Human Resources for inclusion in the candidate's personnel file by the dates specified in the Appointment Calendar.

Department members serving on the DEC/CFEC shall not write any independent recommendations for renewal for a candidate in their own department during that academic year, other than a minority report, as stipulated in III.C.3.i.4. above. Letter authorship and inclusion of letters by candidates are addressed in section III.B.4.

- l The DEC/CFEC shall be allowed to establish and follow any additional procedures it deems reasonable, provided it informs the candidates of its actions in writing and such procedures do not contravene procedures specified in this or other university documents.
- m. Any materials generated by the DEC/CFEC shall be kept and secured in the DEC/CFEC records for one year after the evaluation report with concluding recommendation is sent to the candidate and forwarded to the Office of Human Resources. Such materials shall only be available for a formal hearing by a Grievance Committee. If there is a grievance in progress, the materials generated by the DEC/CFEC shall be kept until the grievance is adjudicated.
- n. The DEC/CFEC shall be responsible for the security of the candidate's file while in its possession. See Part III. H. 2.
- D. Department Chairperson's Role in the Evaluation Process
  - 1. The Department Chairperson shall conduct evaluations as scheduled by the <u>Collective Bargaining Agreement</u> and the <u>Renewal Assessment Procedures for Faculty</u> document. In no case, however, shall a Department Chairperson being considered for renewal participate in the renewal evaluation. The Department Chairperson shall initiate all renewal evaluations as specified in Parts III.A.1 above. Department Chairpersons scheduled for an evaluation shall not provide written evaluations for themselves.

- 2. The Department Chairperson shall be responsible for the security of the candidates' files while they are in their possession. See III. H.
- 3. Any special conditions in the candidate's letter of appointment or subsequent extensions or modifications of such appointment as provided under Article 4.7 of the <u>Collective Bargaining Agreement</u> shall be considered in the evaluation process for renewal.
- 4. The Department Chairperson shall review all renewal evaluations and annual evaluations of non-tenured faculty members received from the DEC/CFEC. Any evaluation based on material not in the file shall be documented and shall not include hearsay. Any information not provided to the Department Chairperson by the candidate shall be in writing, signed, and made available to the candidate at least four days prior to the submission of the Department Chairperson's evaluation report with concluding recommendation.
- 5. After reviewing and considering the DEC's/CFEC's evaluation, together with all materials forwarded by the DEC/CFEC, the evaluation report with concluding recommendation shall be made by the Department Chairperson. All Department Chairperson recommendations for renewal shall be in writing, with supporting reasons, addressing each of the categories of evaluation. See II.B.2. Recommendations shall include a summary using one of the following "Do Not Recommend;" "Recommend with Some Reservation;" "Recommend;" "Strongly Recommend;" or "Very Strongly Recommend."
- 6. The evaluation report with concluding recommendation shall reflect the Department Chairperson's professional judgment and opinion as well as factual information. A copy of the Department Chairperson's evaluation report with concluding recommendation including supporting reasons shall immediately be sent to the candidate and an identical copy shall be forwarded directly to the Office of Human Resources for inclusion in the candidate's personnel file by the dates specified in the Appointment Calendar.
- 7. The candidate shall be allowed four (4) calendar days to provide a written response to the Department Chairperson's evaluation report with concluding recommendation before the date when the file is made available to the Dean/Director. The response shall be written and signed by the candidate and added to the file by the candidate by the dates specified in the Appointment Calendar. A copy of the Department Chairperson's evaluation report with concluding recommendation and, if applicable, the candidate's written response, shall be placed in the candidate's file by the candidate.
- 8. The Department Chairperson's evaluation report with concluding recommendation shall not be transmitted to the DEC/CFEC and shall not be transmitted to the Dean/Director. The Dean/Director shall not have access to evaluation report(s), any minority report(s), or the candidate's written response(s) to any evaluation report(s) prior to the date specified in the Appointment Calendar. If information was solicited by the Department Chairperson and not provided by the candidate and was considered by the Department Chairperson, the Department Chairperson's evaluation report with concluding recommendation shall identify this fact, shall state the information solicited (i.e., any information that was solicited by the Department Chairperson and not provided by the candidate), and shall provide the rationale for inclusion.
- 9. The Department Chairperson shall be responsible for the security of the candidates' files while they are their possession. See Part III. H. 2.
- E. Appropriate<sup>5</sup> Dean's/Director's Role in the Evaluation Process

1. The appropriate Dean/Director shall review all annual renewal evaluations of non-tenured members referred by Department Chairpersons. The appropriate Dean/Director shall have access to the file for each candidate no sooner than the date specified in the Appointment Calendar. The Dean/Director shall not

<sup>5</sup> For librarians, the Library Director applies, counselors the Director of Counseling, and coaches the Athletic Director

have access to evaluation report(s), any minority report(s), or the candidate's written response(s) to any evaluation report(s) prior to the date specified in the Appointment Calendar. After reviewing and considering the evaluations and the candidate's file, the Dean/Director make an evaluation report with concluding recommendation. Any evaluation based on material not in the file shall be documented and shall not include hearsay. Any information not provided to the Dean/Director by the candidate shall be in writing, signed, and made available to the candidate at least four days prior to the submission of the Dean's/Director's evaluation report with concluding recommendation.

- 2. All Dean/Director recommendations for renewal shall be in writing, with supporting reasons, addressing each of the categories of evaluation. See PartII.A.2 The evaluation report with concluding recommendation shall include a summary using one of the following "Do Not Recommend;" "Recommend with Some Reservation;" "Recommend;" "Strongly Recommend;" or "Very Strongly Recommend."
- 3. The evaluation report with concluding recommendation shall reflect the Dean's professional judgment and opinion as well as factual information. A copy of the Dean's/Director's evaluation report with concluding recommendation, including supporting reasons, shall be sent immediately to the candidate and an identical copy shall be forwarded directly to the Office of Human Resources for inclusion in the candidate's personnel file by the date specified in the Appointment Calendar.
- 4. The candidate shall be allowed four (4) calendar days to provide a written response to the Dean's/Director's evaluation report with concluding recommendation before the date when the file is made available to the Provost/appropriate Vice President. The response shall be written and signed by the candidate and added to the file by the candidate by the date specified in the Appointment Calendar.
- 5. All official evaluation reports with concluding recommendations (those of the DEC/CFEC, the Department Chairperson, and the appropriate Dean/Director) shall be placed into the candidate's file by the candidate.

# F. Provost's/appropriate Vice President's Role in the Evaluation Process

1. The file shall be made available to the Provost/appropriate Vice President who, in consultation with the President, shall be responsible for making the final recommendation to the Board of Regents. The Provost/appropriate Vice President shall send a copy of the recommendation letter to the candidate by the date specified in the Appointment Calendar.

### G. Grievance Procedures

1. Any faculty member/candidate who believes that the prescribed procedures and obligations have in some way been violated with respect to this document may initiate grievance procedures as specified in the <u>Collective Bargaining Agreement.</u>

# PART IV -- APPOINTMENT CALENDAR FOR FIRST-YEAR RENEWAL

The most up-to-date calendar for first-year renewal is located on the Faculty Senate website under Faculty Evaluation:

https://inside.southernct.edu/faculty-senate

# PART V - APPOINTMENT CALENDAR FOR SECOND-YEAR OR LATER RENEWAL

The most up-to-date calendar for second-year or later renewal is located on the Faculty Senate website under Faculty Evaluation:

https://inside.southernct.edu/faculty-senate

#### PART VI -- INTERPRETATION, AMENDMENT, IMPLEMENTATION, AND REVIEW

# A. Interpretation and Implementation

This section may not be invoked with respect to the interpretation and/or implementation of any item of the <u>Collective Bargaining Agreement</u>. If an issue develops concerning interpretation and/or implementation of this document whether initiated by the Senate, a candidate, or any member of the administration, a binding decision on such an issue shall be made:

- 1. by agreement between the President of the University and a majority of the Executive Committee of the Faculty Senate, or, failing to obtain agreement on an issue by this method,
- 2. by a committee consisting of one faculty member selected by the Senate Executive Committee, another by the President of the University, and a third selected by the other two faculty members. A two-thirds vote shall decide an issue.

#### B. Amendment

This Document may be amended by a two-thirds vote of the Faculty Senate with the concurrence of the President of the University.

C. This Document shall take effect after adoption by a majority of faculty voting, in a faculty-wide referendum, and by the President of the University.

#### D. Review of this Document

This Document shall be reviewed by the Faculty Senate at least at the end of every three years after its initial adoption.

#### **ADDENDUM**

Language in the Collective Bargaining Agreement regarding the status of coaches and trainers govern their hiring and evaluation in CSU. This language necessitates some modest modification of local procedures, which will affect relatively few individuals. The following modifications of the document apply to any athletic trainer or coach who satisfies the definition in Article 6.1 of the CBA:

- 1. Throughout the document, any references to "the (appropriate) Dean(s)" shall be construed to refer to or include the Athletic Director; for members holding 12-month rather than 10-month appointments, any reference to a semester shall be construed to refer to a half-year.
- 2. Part II.A.2, B.2, C.2: The criteria for evaluation of coaching are as stated in Article 6.8 of the Collective Bargaining Agreement, with the categories enumerated in Article 6.8.1 6.8.5 weighted in the order presented; for those who have received load credit for teaching, their teaching should be evaluated pursuant to the existing language of the document, with a relative weight in the highest category proportional to the fraction of load credit assigned to teaching. The criteria for evaluation of athletic trainers are stated in Article 6.9.
- 3. Part III.F.2.a: Full-time coaches and trainers are included in the term "faculty".
- 4. Throughout the document, any reference to tenure, probationary appointment, probationary period, or professional assessment does not apply.
- 5. Part II.A.1: The minimum conditions for promotion are those stated in Article 6.3 of the <u>Collective</u> Bargaining Agreement.
- 6. Part II.C.1: Each person who holds a term appointment is eligible for evaluation for renewal of appointment.
- 7. Part III.A.3.b: Each full-time coach appointment shall receive written evaluation of performance prior to the required notice of renewal/non renewal in accordance with the schedule specified in Article 6 Table 2 of the Collective Bargaining Agreement. Each Full-time Athletic trainer shall receive written evaluation of performance prior to the required notice of renewal/non renewal in accordance with the 1<sup>nd</sup> year renewal schedule in Part V.

Faculty Senate approved: May 2017