



### **Agenda Item Details**

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Meeting	Sep 12, 2013 - Board of Trustees Special Meeting, 5:00 p.m.
Category	4. ACTION ITEMS
Subject	4.1 Resolution No. 15838: Approval of Modification to the Collective Bargaining Agreement between the District and IVC Chapter of CCA/CTA/NEA for 2013-2015
Access	Public
Type	Action

### **Public Content**

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WHEREAS negotiators from the CCA/CTA/NEA and District compiled and signed a tentative agreement for 2013-2015, which was subsequently approved by the membership.

NOW, THEREFORE BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to ratify the Modifications to the Collective Bargaining Agreement between the District and the Imperial Valley College Chapter of the CCA/CTA/NEA.

[091213 - Action Items - Tentative Agreement between the District and CTA \(dated 08-13-13 - 2013-2015\).pdf \(1,697 KB\)](#)

### **Administrative Content**

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### **Motion & Voting**

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Resolution No. 15838: Approval of Modification to the Collective Bargaining Agreement between the District and IVC Chapter of CCA/CTA/NEA for 2013-2015

Motion by Rudy Cardenas, second by Karla Sigmond.

Final Resolution: Motion Carries

Yes: Juanita Salas, Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

TO: IVC/CCA/CTA/NEA  
FROM: Imperial Community College District  
DATE: August 13, 2013  
SUBJECT: Tentative Agreement 2013-2014 & 2014-2015

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***The current collective bargaining agreement (CBA) shall remain status-quo with the exception of the following:***

#### **10.5.4 Evaluation of Professional Duties**

**10.5.4 - Add the following sentences to paragraph:**

Immediately after the notification of evaluation, the administrative evaluator shall request of the unit member's academic area leader, or shall complete her/himself if s/he is the academic area leader, an evaluation of the unit member's professional duties. **The Professional Duties will include an evaluation of the unit member's participation in division and institutional activities including participation in at least one college standing committee, student club or college advisory committee or the equivalent and the development and assessment of student learning outcomes.** This evaluation must be completed in time for the post observation conference.

**10.5.5 - Add the following sentences to paragraph:**

The faculty member being evaluated will, at his/her discretion, complete a self-assessment. This self-assessment may contain a description of any professionally related activities undertaken by the faculty member since the last evaluation as well as a self-assessment of the faculty member's performance. The self-assessment will address the faculty member's participation in the development and assessment of student learning outcomes. This self-assessment must be completed in time for the post-observation conference.

**10.6.2.3 - Add the following sentences to paragraph:**

The unit member's academic area leader shall complete an evaluation of the unit member's professional duties. **The Professional Duties will include an evaluation of the unit member's participation in division and institutional activities including participation in at least one college standing committee, student club or college advisory committee or the equivalent and the development and assessment of student learning outcomes** This evaluation must be completed in time for the post-observation conference.

#### **ARTICLE 11 TENURE REVIEW**

The agreed upon modifications are attached separately (due to size).

## ARTICLE 14 CONTRACT YEAR, CALENDAR and PAY WARRANTS

14.1 -Add the following first sentence as the third paragraph:

**“Unit members who are on a 194 day contract must work a minimum of one (1) day per calendar month”**

14.2.2 – Change the article title and first two paragraphs as follows:

### **Overload, Stipends, and Extra Duty Pay Warrants**

All unit members shall be paid for their overload teaching assignments and/or stipends in five (5) payments during each semester in which they perform overload/stipend hours. The first payment shall reflect the hours worked between the beginning of the semester and the end of the month in which the semester began. The overload/stipend balance shall be paid in equal payments over the remaining four (4) months, determined by subtracting the first month payment and then computing the remainder overload/stipend compensation as defined by the formula described in Article 17.5 of this agreement and dividing by four (4). ~~Stipends shall be paid in the same manner.~~

Overload, **stipends**, and extra duty pay will be included in the contract pay warrant issued the last working day of the month, with the exception of the first month of each semester. Pay warrants for overload and extra duty performed during the first month of a semester will be paid on the 10<sup>th</sup> of the following month, or on the last working day preceding the 10<sup>th</sup> should the 10<sup>th</sup> fall on a weekend or holiday.

14.3 – Modify language to the second and third paragraphs (as follows).

The calendar in use **for** the District shall be the plan known as a sixteen (16) week compressed calendar, which shall consist of a sixteen (16) week fall semester commencing in August, and a sixteen (16) week spring semester commencing in January.

**In the event the District needs to make changes to the calendar of summer or other sessions, the District will meet and negotiate with the Associations not less than ninety (90) days prior to the start of such session.**

Add the following annotation to Exhibit C for the 2014-2015 academic calendar:

**“2014-2015 Academic Calendar to be coordinated, in accordance with article 14.3, no later than Sept 30, 2013. Once completed, that calendar will be inserted below.”**

## ARTICLE 15 WORKLOAD

15.3.1 – Modify the first paragraph:

“The normal contract load of a teaching faculty member shall be fifteen (15) lecture units, or the equivalent, per semester, which **must** be spread over a four (4) day per week schedule”.

15.3.3 –Modify the references to “199” day contracts in this and all other sections to reflect “194” day contracts. **Delete the reference to Instructional Media Designer (here and anywhere else in the contract).**

15.4 – Modify the first and second paragraphs as follows:

Members of the unit who are teaching faculty are required to establish four (4) hours per week, where each hour consists of sixty (60) minutes, that shall be set aside as scheduled, maintained, office hours at which times the instructor is available to students for consultation. The office hours shall be **established over** no less than four (4) days per week during the fall and spring semesters and **for** no less than 30 minutes.

The unit member should establish office hours no later than the start of the second week of instruction during the fall and spring semesters. A copy of the teaching faculty member's schedule, including course times and locations and office hours should be posted on or near his/her office door **and electronically**. In addition, a copy of the schedule should be forwarded to the appropriate Dean or Department Chairperson, and to the office of the Vice President for Academic Services.

15.7 Modify the first paragraph:

Normally, a full-time teaching load consists of no more than three (3) different course preparations. However, if the objective cannot be attained, the instructor either may agree to take more than three (3) preparations or agree to take a reduced teaching load at a partial contract.

15.11- Modify the first paragraph:

Unit members may teach courses in distance education, or online, format as part of their normal contract load, upon the approval of the appropriate Department Chairperson and the Vice President for Academic Services. Distance education courses **require the instructor to complete and online course orientation and** are credited and paid to instructor load or overload in exactly the same fashion as traditionally delivered courses.

15.15 – Modify the third paragraph:

Department Chairpersons will offer to all qualified unit members in their divisions or departments the opportunity to select a course assignment according to the following procedure, utilizing a priority selection system based upon seniority **in the discipline of hire**, unless unit members have exercised a right of first refusal for new course development as set forth in section 15.15.1 below

15.15.1 – Modify the first and second paragraph:

Unit members who develop new courses (traditional and/or online) shall have the right of first refusal to teach the course, regardless of the unit member's seniority status, for a period of two (2) consecutive academic years, including winter and summer sessions. This right of first refusal shall apply to the unit member's contract load, and shall not apply to overload courses. Regardless of when a course was developed, the two-year right of first refusal commences **the first semester the new course is taught**.

Unit members must notify the appropriate Dean of their intent to exercise this right of first refusal prior to the start of the following academic year. Failure to make such notification on or before March 1<sup>st</sup> shall be deemed as a waiver of this right.

15.16 – Modify the second, fourth, and fifth paragraphs:

"The minimum class size quota for traditionally delivered courses shall be **twenty-eight (28)** students per class except in cases where student safety or government regulations require a smaller class size. The maximum class size quota shall **be forty-five (45)** students per class. In all cases, class size quotas for individual courses shall be set based upon appropriate academic needs and through the shared governance processes established by and with the consent of the Academic Senate and the Curriculum

Committee”.

“In order to avoid the cancellation of a class during a given semester or session, a class must achieve an enrollment equal to at least **60%** of class size quota or **17** students, whichever is less”.

3. If a course is offered that is an important part of the curriculum (**e.g. part of a Program Pathway**) and the instructor's class sizes in other assigned courses are above average;

Unit members whose classes are below the **maximum** class size quota are expected to add any additional students who apply to add or “crash” the course **through the end of the late registration process**.

15.18 – Modify the first paragraph as follows

Upon the approval of the Vice President for Academic Services, or designee, multiple sections of the same course may be assigned for lecture purposes in the large lecture halls (**aka Combined Course Sections**). **In order to be eligible for Combined Course Sections, the maximum student quota for the first class must be met before a second can be considered (and a second filled before a third will be considered)**. Unit members teaching these combined sections will receive the same compensation as they would have had the sections been offered in separate classrooms.

## ARTICLE 17 COMPENSATION

**17.1 – Modify the first paragraph and all other references in the contract to “11 month” (for 177 day unit members). Replace all 11 month references with “10 month”**

**17.3.1 - Modify the first paragraph as follows**

Unit members teaching during the winter intersession or summer session(s) shall be compensated for the first six (6) units of teaching by employing the following formulas. In no event shall the hourly rate be less than the current overload rate. All calculations shall be rounded to the nearest dollar.

**17.9 - Eliminate this section in its entirety (English Essay Reading).**

**17.13 - Modify the table for Lecture Reassigned Time as follows:**

POSITION	WEEKLY REASSIGNED TIME/STIPENDS PER SEMESTER	STIPEND PER SEMESTER
Department Chairs	9 units	Reassign
Behavioral/Social Sciences	9 units	Reassign
Business	9 units	Reassign
English	9 units	Reassign
ESL	9 units	Reassign
Exercise Science	9 units	Reassign
Humanities	9 units	Reassign
Industrial Tech	9 units	Reassign
Science/Math/Engineering	9 units	Reassign
*Coordinator Mathematics	6 units	Reassign
*Coordinator World Languages and Speech Communications	6 units	Reassign
*POST Coordinator	6 units	Reassign
Academic Senate President	6 units	Reassign
EMS Coordinator	4 units	Reassign

Assistant Director of Nursing	3 units	Reassign
*SLO Coordinator	6 units	Reassign
CCA/CTA/NEA (as determined by the Association with notification to the District prior to semester registration deadlines)	15 units	Reassign
Academic Senate Secretary	0	\$2,970
Basic Skills Coordinator	0	\$2,970
CISCO Academy Coordinator	0	\$2,970
Curriculum Committee Chair	0	\$2,970
ADS Coordinator	0	\$2,970
Art Gallery Director	0	\$2,970
Athletic Director	0	\$8,910
Head Coach, Men's Basketball	0	\$3,960
Head Coach, Women's Basketball	0	\$3,960
Head Coach, Baseball	0	\$3,960
Head Coach, Softball	0	\$3,960
Head Coach, Men's Soccer	0	\$2,970
Head Coach, Women's Soccer	0	\$2,970
Head Coach, Men's Tennis	0	\$2,970
Head Coach, Women's Tennis	0	\$2,970
Head Coach, Volleyball	0	\$2,970
Head Coach, Women's Cross Country	0	\$2,970
**Assistant Coaches for Basketball, Baseball and Softball	0	\$1,980 per sport
**Assistant Coaches for Soccer, Tennis, Volleyball, and Women's Cross Country	0	\$1,485 per sport
**Title IX Coordinator (selected by the District)	0	\$2,400
**Staff Development Coordinator (selected by the District)	0	\$2,400
**Student Equity Coordinator (selected by the District)	0	\$2,400
*For <del>one</del> 2013-14 academic year only, will be reviewed and subject to negotiations in 2014-15.		
**Maximum dollar amount allotted, regardless of number of incumbents.		

17.14 – Modify the first paragraph as follows

It is the established principle in this contract that a stipend shall be the appropriate method of compensation for all duties undertaken by a unit member for the benefit of the college that are of necessity, but occur infrequently, are generally non-recurring or only periodic, or can be completed by the unit member off-campus, or at his/her own schedule or pace. *A signed written agreement noting the nature of the work to be completed, timeline, and payment amount(s) shall be completed prior to initiating duties for a stipend. If the District has concerns that the unit member is not meeting the stipend agreement, the district must notify and meet with the unit member at least 30 days prior to the expiration date of the agreement to express said concerns. If such meeting does not occur, the unit member shall still be compensated.*

17.14.1 - Eliminate this section in its entirety (Distance Education Course Development)

17.14.2 - Eliminate this section in its entirety (Title IX Coordinators)

17.14.3 - Eliminate this section in its entirety (Student Equity Coordinator)

17.14.4 - Eliminate this section in its entirety (Staff Development Coordinator)

17.16.1 – Replace the reference of “197” with “192” in the formula. Any reference in the contract to the position of “Lead Counselor” will be replaced with “Counseling Chair”. Replace the list of positions as follows:

- CalWORKs Assessment Coordinator
- CalWORKs Counseling Coordinator
- DSP&S Coordinator
- EOPS Coordinator
- Counseling Chair
- Student Success and Support Coordinator
- Transfer, Articulation, and University Partnerships Coordinator
- Project Director, Student Support Services
- Project Director, Talent Search
- Project Director, Upward Bound

Add language below the list which notes “The current incumbents in these positions will continue to receive this extra duty assignment until the position becomes vacant. Future incumbents in these positions are not entitled to receive these extra duty assignments..”

17.17.3.1 – Delete reference to the following positions for appointment

Title IX Coordinator and Student Equity Coordinator

**Imperial Community College District  
Salary Schedule for 177-day Faculty  
Effective 2013–2015**

**Exhibit B1**

177 Day					
Step	A	B	C	D	E
	Less than	BA +30	MA + 15	MA + 30	MA + 45
	Master's	Master's			
<b>1</b>	\$44,836	\$48,994	\$55,143	\$56,797	\$58,501
<b>2</b>	\$46,181	\$50,463	\$56,797	\$58,501	\$60,256
<b>3</b>	\$47,567	\$51,977	\$58,501	\$60,256	\$62,064
<b>4</b>	\$48,994	\$53,537	\$60,256	\$62,064	\$63,925
<b>5</b>	\$50,463	\$55,143	\$62,064	\$63,925	\$65,843
<b>6</b>	\$51,977	\$56,797	\$63,925	\$65,843	\$67,818
<b>7</b>	\$53,537	\$58,501	\$65,843	\$67,818	\$69,853
<b>8</b>	\$55,143	\$60,256	\$67,818	\$69,853	\$71,949
<b>9</b>	\$56,797	\$62,064	\$69,853	\$71,949	\$74,107
<b>10</b>	\$58,501	\$63,925	\$71,949	\$74,107	\$76,330
<b>11</b>	\$60,256	\$65,843	\$74,107	\$76,330	\$78,620
<b>12</b>	\$62,064	\$67,818	\$76,330	\$78,620	\$80,979
<b>13</b>	\$63,925	\$69,853	\$78,620	\$80,979	\$83,408
<b>14</b>	\$65,843	\$71,949	\$80,979	\$83,408	\$85,910
<b>15</b>	\$67,818	\$74,107	\$83,408	\$85,910	\$88,488
<b>16</b>		\$76,330	\$85,910	\$88,488	\$91,142
<b>17</b>			\$88,488	\$91,142	\$93,877
<b>18</b>					\$96,693

1. For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
2. For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.
3. Unit members with an earned Doctorate will receive a stipend of \$5,000 per year.



**Imperial Community College District  
Salary Schedule for 194-day Faculty  
Effective 2013–2015**

194 Day					
Step	A	B	C	D	E
	Less than	BA +30	MA + 15	MA + 30	MA + 45
	Master's	Master's			
<b>1</b>	\$49,142	\$53,699	\$60,439	\$62,252	\$64,120
<b>2</b>	\$50,617	\$55,310	\$62,252	\$64,120	\$66,043
<b>3</b>	\$52,135	\$56,969	\$64,120	\$66,043	\$68,024
<b>4</b>	\$53,699	\$58,678	\$66,043	\$68,024	\$70,065
<b>5</b>	\$55,310	\$60,439	\$68,024	\$70,065	\$72,167
<b>6</b>	\$56,969	\$62,252	\$70,065	\$72,167	\$74,332
<b>7</b>	\$58,678	\$64,120	\$72,167	\$74,332	\$76,562
<b>8</b>	\$60,439	\$66,043	\$74,332	\$76,562	\$78,859
<b>9</b>	\$62,252	\$68,024	\$76,562	\$78,859	\$81,225
<b>10</b>	\$64,120	\$70,065	\$78,859	\$81,225	\$83,661
<b>11</b>	\$66,043	\$72,167	\$81,225	\$83,661	\$86,171
<b>12</b>	\$68,024	\$74,332	\$83,661	\$86,171	\$88,756
<b>13</b>	\$70,065	\$76,562	\$86,171	\$88,756	\$91,419
<b>14</b>	\$72,167	\$78,859	\$88,756	\$91,419	\$94,162
<b>15</b>	\$74,332	\$81,225	\$91,419	\$94,162	\$96,987
<b>16</b>		\$83,661	\$94,162	\$96,987	\$99,896
<b>17</b>			\$96,987	\$99,896	\$102,893
<b>18</b>					\$105,980

1. For rules and regulations regarding initial step and column placement upon the salary schedule refer to Article 17.2.1 of the Agreement.
2. For rules and regulations regarding step and column advancement on the salary schedule refer to Article 17.2.2 of the Agreement.
3. Unit members with an earned Doctorate will receive a stipend of \$5,000 per year.

**Salary and Benefit Agreement for 2013-2014 and 2014-2015:****Salary**

1. All faculty members will be placed on the new salary schedules (177 or 194) listed in Exhibits B1 and B2. Any unit members who subsequently exceed the maximum of the new salary schedules will be frozen or "Y rated" at their current salary (as of May 2013). Current employees who are eligible for a step increase (not at the top of the schedule or "Y rated") shall advance one step for school year 2013-2014 (effective July 1, 2013 for 194 day unit members and August 16, 2013 for 177 day unit members). 194 day unit members who were already on Step E20 in the 2012-13 fiscal year, shall be "Y rated or frozen at their June 2013 base annual salary for 2013-2014 school year only and shall be placed at E18 on the new schedule (Exhibit B2) effective July 1, 2014.
2. Unit members who are employed as of June 30, 2013 will receive an off schedule one-time COLA payment of 1.57%. The COLA payment will be based on their 2012-2013 base annual salary and be issued on September 30, 2013 (with the regular monthly payroll).
3. The overload rate shall be as follows (August 1, 2013 effective date):

<b>Proposed IVC Overload / Hourly Rates</b>	2013-2014	2014-2015
Hourly Rate	\$ 55.00	\$ 60.00

**Benefits**

1. The District agrees to continue paying the cost of medical and prescription card insurance for employees only (and pre-65 retiree members) in the ICSVEBA plan at the Basic plan level. The ICSVEBA plan shall provide coverage at the Basic plan level, with the option to select the coverage in Mexico instead of the Basic plan without additional cost to the unit member. For those choosing to purchase Comprehensive level coverage or coverage for their spouse and/or qualified family members, the District will offer an option that covers these costs (at the Basic or Comprehensive level) with a tiered contribution rate from the unit member as follows:

**Basic Rate**

<b>Contribution Option 1 (Basic Plan)</b>		
Emp Only	\$0.00	\$0.00
Emp + Child (ren)	\$25.00	\$300.00
Emp+ Sp	\$50.00	\$600.00
Emp + Family	\$50.00	\$600.00

**OR**

**Comprehensive Rate**

<b>Contribution Option 2 (Comprehensive Plan)</b>		
Emp Only	\$50.00	\$600.00
Emp + Child (ren)	\$75.00	\$900.00
Emp+ Sp	\$100.00	\$1,200.00
Emp + Family	\$100.00	\$1,200.00

**OR**

**Mexico Only Rate**

<b>Contribution Option 3 (SIMNSA ONLY PLAN)</b>		
Emp Only	\$0.00	\$0.00
Emp + Child (ren)	\$0.00	\$0.00
Emp+ Sp	\$0.00	\$0.00
Emp + Family	\$0.00	\$0.00

2. The District agrees to pay the cost of dental and optical insurance for employees and dependents as recommended by the Insurance Committee on May 9, 2013, as follows:
  - A. Increase Dental Plan Maximum to \$2,000 for both PPO and Non-PPO (from \$1,500) effective January 1, 2014.
  - B. Increase Dental Plan from \$50 annual deductible for Non-PPO services to \$100 effective January 1, 2014.
3. The Standard Income Protection Plan will continue for unit members who are not vested in CalSTRS.
4. The District will continue to pay for the Employee Assistance Program and a \$50,000 life insurance plan through ICSVEBA.

**ARTICLE 22 EFFECT AND TERMS OF AGREEMENT**

***Change third paragraph as follows:***


This Agreement shall become effective on July 1, 2013, and shall continue in effect up to and including June 30, 2015.

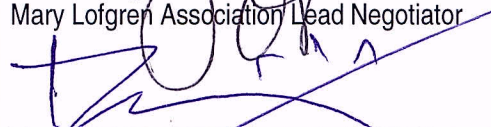
***Add to the end of the fourth paragraph as follows:***


If proposed by April 1<sup>st</sup> of subsequent years, either party reserves the right to re-open negotiations under the CBA for Article 17 (Compensation), Article 18 (Health and Welfare Benefits), and up to one additional article for negotiation.

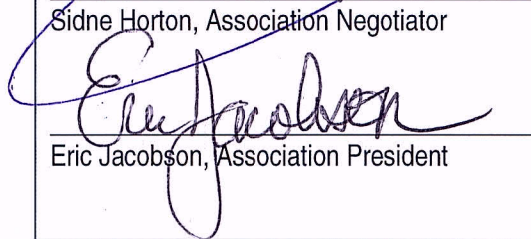
**The District and Association agree with the aforementioned changes to the collective bargaining agreement only pending ratification by the Association membership and the Board of Trustees.**

**For the Association**


  
Mary Lofgren Association Lead Negotiator

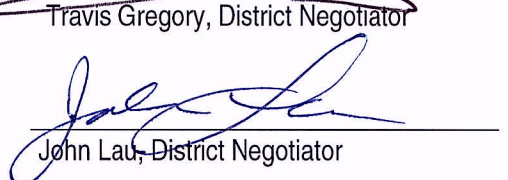
  
David Zielinski, Association Negotiator

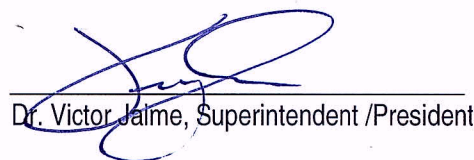
  
Sidne Horton, Association Negotiator

  
Eric Jacobson, Association President

**For the District**

  
Travis Gregory, District Negotiator

  
John Lau, District Negotiator

  
Dr. Victor Jaime, Superintendent /President

~~TO: IVC CCA/CTA/NEA Negotiators~~

~~FROM: District Negotiators, Imperial Community College District~~

~~DATE: April 25, 2013~~

~~SUBJECT: District Proposal (Article 11 Counterproposal)~~

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~~**ARTICLE 11 – TENURE REVIEW**~~

~~Proposed revisions attached~~

~~[Article 11 FA Counter May 2013](#)~~Article 11 FA Counter May 2013.docx~~~~ARTICLE 11 (District counterproposal 4.25.13)FINAL.docx~~~~

## ARTICLE 11 TENURE REVIEW

All contract faculty members employed in a position designated by the District as "tenure track," and governed by the provisions of California Education Code §87604 through §87609 shall be evaluated during the first years of their employment according to the policies, criteria, and procedures enumerated in this Article.

### 11.1 Statement of Purpose

The tenure review process should ensure that students have access to the most knowledgeable and student-oriented faculty available. To that end, the four-year probationary period should provide sufficient time for contract employees to understand the expectations for tenure, to develop the skills and acquire the experience, to participate successfully in the educational process, and to use appropriate resources for professional growth. Based upon clear evaluation criteria, the process should enhance academic growth by providing a useful assessment of performance.

### 11.2 Evaluation Criteria

#### 11.2.1 Students

The contract employee who merits tenure:

1. is concerned about, and acts to enhance, students' academic success;
2. respects the opinions and concerns of the students;
3. is willing and available to assist students; and
4. is responsive to the educational and individual needs of students by exhibiting awareness of, and sensitivity to, the diversity of cultural backgrounds, lifestyles, learning styles, and goals of students, as well as gender and age differences.

#### 11.2.1 Professional Responsibilities

The contract employee who merits tenure:

1. participates in division and institutional activities, student learning outcome development and assessment, and at least one college standing committee, student club or college advisory committee;
2. maintains ethical standards;
3. makes a reasonable effort to develop and to maintain workable relationships with colleagues and staff; and
4. demonstrates a commitment to the profession of teaching and to his/her area of expertise.

#### 11.2.3 Duties

The following duties reflect the different roles of teaching faculty, counselors, librarians, and non-instructional faculty members.

##### 11.2.3.1 Classroom Teaching Duties

The classroom instructor who merits tenure:

1. is clearly knowledgeable in the discipline.
2. is aware of current developments and research in the field;
3. communicates effectively with students and colleagues;
4. uses effective teaching methods that are appropriate for the subject matter;
5. uses appropriate assessment and testing methods to measure student progress;
6. covers course content as contained in the course outlines, while recognizing the needs of individual classes and students [as detailed in the class syllabus](#); and
7. maintains and submits classroom and college records and reports in accordance with District policies.

#### **11.2.3.2 Counseling Duties**

The counselor who merits tenure:

1. is clearly knowledgeable in academic, career, and personal counseling;
2. is aware of current developments and research in educational counseling;
3. communicates effectively with students and colleagues;
4. uses appropriate methods to evaluate and monitor student progress;
5. maintains and submits counseling and college records and reports in accordance with District policies.

#### **11.2.3.3 Librarian Duties**

The librarian who merits tenure:

1. is clearly knowledgeable in the area of librarianship; library operations, services and materials;
2. is aware of current developments and research in librarianship;
3. communicates effectively with students and colleagues;
4. uses methods and resources appropriate to the job assignment and is responsive to the needs of students;
5. uses appropriate methods to evaluate and monitor the work of library staff and students;
6. stimulates the students' use of, and interest in, the library and its facilities; and
7. maintains and submits library and college records and reports in accordance with District policies.

#### **11.2.3.4 Non-Classroom Faculty Duties**

The non-classroom faculty member who merits tenure:

1. is clearly knowledgeable in the area of the assignment;
2. is aware of current developments and research in the field;

3. communicates effectively with students and colleagues;
4. uses methods and resources appropriate to the job assignment;
5. uses appropriate methods to evaluate and monitor work;
6. stimulates use of, and interest in, work assignment; and
7. maintains and submits work assignment and college records and reports in accordance with District policies.

### 11.3 Individual Tenure Review Committee

#### 11.3.1 Composition of the Committee

The Individual Tenure Review Committee shall be composed of three members:

1. the current academic area faculty leader, or appropriate faculty designee (Department Chairperson, ~~head-Lead Ce~~ounselor, or a tenured faculty member from within the division, selected by the supervising administrator or Vice President if there is no Department Chair or ~~head-Lead Ce~~ounselor in the academic area);
2. a tenured faculty member selected by the candidate (may be from within or without the division, but must have knowledge of the candidate's area of expertise);
3. the Vice President for Academic Services, the Vice President for Student Services, as appropriate, or an appropriate Academic Administrative designee, such as the academic Dean of the area in which the faculty member works. A change in the administrative organization shall not delay the selection of an administrative representative or the tenure review process.

The same committee members will serve for the duration of the candidate's probationary period, with replacements made by the current academic area faculty leader for members who retire, resign from the college, or remove themselves for cause, with the following exceptions:

1. if the individual holding the position of Department Chairperson or ~~head-Lead Ce~~ounselor changes during the period of an ongoing tenure review, the outgoing Department Chairperson or ~~head-Lead Ce~~ounselor shall remain on the committee for the entire tenure review period. in addition, the incoming Department Chair or Lead Ceounselor shall serve as an additional member of the committee, in which case the tenure committee shall be increased to 4 members, and not be replaced by the incoming Department Chairperson or head lead counselor. The incoming or sitting Department Chairperson or ~~head-Lead Ce~~ounselor shall be responsible only for submitting the professional duties portion of the tenure review to the Individual Tenure Review Committee for their evaluation.
2. the faculty member under review may request to replace the faculty member he/~~she~~ initially selected to serve on the committee without cause, once during the four year tenure review process.

If a conflict of interest exists or arises during the four year tenure review period, the involved member should disqualify him/herself for cause and/or be subject to disqualification by the other two members of the Individual Tenure Review Committee.

#### 11.3.2 Duties of the Individual Tenure Review Committee



#### **11.3.2.1 Academic Area Leader**

The academic area leader has the following responsibilities:

1. to establish committee membership following the guidelines described below in section 11.4;
2. to convene the first meeting in accordance with the timelines established in these tenure review procedures; and
3. to inform all committee members of their duties and responsibilities as specified in these tenure review procedures.

#### **11.3.2.2 Committee Members**

The Individual Tenure Review Committee members' duties and responsibilities are:

1. to be knowledgeable concerning all tenure review laws, policies, and agreements;
2. to be objective when evaluating the candidate's performance, basing judgments on the criteria outlined in section 11.2 of these tenure review procedures.
3. to take care to base the evaluation only on the candidate's professional characteristics and ability to teach and perform required professional activities;
4. to recognize that the candidate may have a different philosophy of education and teaching, counseling or work style than theirs, and let the main concern be the effectiveness of the candidate's work with students;
5. to respect the confidentiality of the tenure review process, and treat evaluations and the review of members, as private information.

#### **11.3.2.3 Committee Chairperson**

The Chairperson of the tenure review committee shall be responsible for:

1. notifying the candidate within four weeks of the appropriate semester of the required tenure review activities to be completed;
2. calling all required meetings of the tenure review committee;
3. ensuring that all tenure review activities are completed as required and in a timely manner.

#### **11.3.3 District Authorized Leave**

A committee member may be granted District Authorized Leave when required tenure review obligations conflict with the committee member's teaching schedule.

### **11.4 Evaluation Process**

The evaluation process shall include the following general steps:

1. an orientation meeting called by the academic area leader, during which a committee chairperson shall be elected and the candidate shall have explained the evaluation criteria, the evaluation process, and the timelines;
2. the formal evaluation of the candidate in accordance with the tenure review procedures;

3. a meeting of the Individual Tenure Review Committee to consider all evaluation input, and to decide on the recommendation for the candidate's status for the subsequent year, and to design a plan of instructional improvement for the candidate, if appropriate.
4. a meeting of the Individual Tenure Review Committee with the candidate to discuss the employment recommendation, and to recommend a plan for instructional improvement, if appropriate; and
5. the submission of the Individual Tenure Review Committee's recommendation to the Superintendent/President.

#### **11.4.1 Orientation Meeting**

An orientation meeting shall be held for all newly hired full-time probationary faculty members within the first four weeks during of the fall semester of the first full contract year of employment (first academic year). The academic area leader shall call this meeting at which the first order of business shall be election by the committee of the chairperson of the Individual Tenure Review Committee. The elected chairperson shall preside over the remainder of that meeting and over all subsequent meetings. The Individual Tenure Review Committee chairperson shall designate a substitute from the committee to serve in the event of his or her temporary absence. The Individual Tenure Review Committee form (form A) shall be completed.

Each probationary faculty member shall be given a copy of the job announcement under which s/he was hired, a blank copy of the administrative and peer evaluation form, and a blank copy of the student evaluation form. The probationary faculty member will be evaluated based upon the criteria described on these forms and the criteria enumerated in section 11.2 above. The chairperson of the Individual Tenure Review Committee shall be responsible for ascertaining that the probationary employee has received a description of and has clearly understood the evaluation process and the criteria under which s/he shall be evaluated.

#### **11.4.2 Formal Evaluation**

The candidate shall be evaluated in the following areas and in the following manner appropriate to his/her category of employment.

##### **11.4.2.1 Teaching Faculty**

1. An evaluation of classroom performance shall be made by the Individual Tenure Review Committee in accordance with the following:
  - a. one classroom observation per committee member will be conducted ~~during the appropriate semester~~ as described in sections 11.5 through 11.8 below;
  - b. the candidate shall be given a minimum of five (5) workdays notice regarding the date and time of each specific observation; and
  - c. the candidate may request a pre-observation meeting with the evaluator(s) and/or provide a brief lesson plan to the evaluator(s) prior to the observation.
2. An evaluation of classroom performance by students shall be completed using a student evaluation form, Evaluation of Teacher by Students (form M), ~~or SGID~~, collected by the candidate or deposited in a locked drop box, or delivered to the

- academic area leader, as appropriate;
3. An evaluation of professional duties and responsibilities of the candidate shall be conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;
  4. An evaluation of course informational documents shall be made consisting of the examination of course introduction sheets and syllabi to be submitted by the candidate; and
  5. An evaluation shall be made of any other information deemed by the Individual Tenure Review Committee to be relevant to its employment recommendation.

#### 11.4.2.2 Counseling Faculty

1. An evaluation of counseling performance shall be made by the Individual Tenure Review Committee in accordance with the following:
  - a. one observation per committee member will be conducted ~~during the appropriate semesters~~ as described below in sections 11.5 through 11.8 below;
  - b. the candidate shall be given a minimum of five (5) workdays notice regarding the date and time of each specific observation; and
  - c. the candidate may request a pre-observation meeting with the evaluator(s) and/or provide a brief student history to the evaluator(s) prior to the observation.
2. An evaluation of counseling performance by students shall be completed in accordance with the following:
  - a. an Evaluation of Counselors by Students (form N) shall be distributed to those students provided counseling assistance by the candidate;
  - b. students will deposit their completed forms in a locked collection box;
  - c. forms from the locked box will be retrieved and tabulated by the chairperson of the Individual Tenure Review Committee; and
  - d. the forms will then be made available to the candidate for his/her review.
3. An evaluation of professional duties and responsibilities of the candidate shall be conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;
4. An evaluation of appropriate counseling documents shall be conducted; and
5. An evaluation shall be made of any other information deemed by the Individual Tenure Review Committee to be relevant to its employment recommendation.

#### 11.4.2.3 Librarians

1. An evaluation of librarianship performance shall be conducted by the Individual Tenure Review Committee in accordance with the following:
  - a. one observation per committee member will be conducted ~~during the appropriate semesters~~ as described below in sections 11.5 through 11.8 below;
  - b. the candidate shall be given a minimum of five (5) workdays notice regarding the date and time of each specific observation; and
  - c. the candidate may request a pre-observation meeting with the evaluator(s) and/or provide a brief student history to the evaluator(s) prior to the observation.
2. An evaluation of performance by students shall be conducted using a student evaluation form or the Evaluation of Librarian by Students (Form O), collected by the candidate or deposited in a locked drop box, or delivered to the academic area leader, as appropriate.
3. An evaluation of professional duties and responsibilities of the candidate conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;
4. An evaluation of appropriate library records and documents shall be made; and
5. An evaluation shall be made of any other information deemed by the Individual Tenure Review Committee to be relevant to its employment recommendation.

#### **11.4.2.4 Non-Classroom Faculty**

1. An evaluation of performance shall be conducted by the Individual Tenure Review Committee in accordance with the following:
  - a. one observation per committee member will be conducted ~~during the appropriate semesters~~ as described below in sections 11.5 through 11.8 below;
  - b. the candidate shall be given a minimum of five (5) workdays notice regarding the date and time of each specific observation; and
  - c. the candidate may request a pre-observation meeting with the evaluator(s) and/or provide an outline of the workshop or training session to the evaluator(s) prior to the observation.
2. An evaluation of performance by clients using a client evaluation form or the Evaluation of Non-Classroom Faculty by Clients (Form P), collected by the candidate or deposited in a locked drop box, or delivered to the academic area leader, as appropriate.
3. An evaluation of professional duties and responsibilities of the candidate conducted by the sitting academic area leader, regardless of that individual's status on the Individual Tenure Review Committee, who shall evaluate the candidate's performance on the professional duties criteria enumerated in section 11.2.2 above;

4. An evaluation of appropriate library records and documents; and
5. Any other information deemed by the Individual Tenure Review Committee to be relevant to its employment recommendation.

#### 11.4.3 Candidate's Self-Assessment

The candidate shall complete a self-assessment as part of the evaluation process, utilizing the Candidate's Self-Assessment form (form C). The candidate may submit additional information concerning professionally related activities such as conference or workshop attendance, professional association memberships, scholarly publications, and research as part of this self-assessment.

#### 11.4.4 Right of Response

The candidate has the right to respond in writing to any complaint, concern, or other issues raised during or regarding this tenure review process.

### 11.5 First Contract Period

The first contract period of the probationary period shall be for the first full academic year of employment (Ed. Code §87600-87608)

#### 11.5.1 ~~Fall~~First Semester

The following duties are to be performed during the ~~Fall~~ candidate's first semester of the first contract period:

1. the Individual Tenure Review Committee shall be established; ~~and~~
2. an orientation meeting with the candidate shall be held to discuss the evaluation process and the timelines;
3. the committee shall meet to review all the pertinent areas of the evaluation and evaluation materials;
4. ~~one observation shall be made by each of the committee members, unless the candidate requests additional observations. Tenure committee members should select to observe the candidate from at least two scheduled course sections;~~
5. ~~the candidate shall submit Candidate's Self-Assessment (form C);~~
6. ~~the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;~~
7. ~~the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q). In no case shall the committee elect to recommend immediate tenure to a first year candidate; and~~
8. ~~the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness and, the committee shall complete the Evaluation and Recommendations form (form B).~~
9. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President.

### 11.5.2 ~~Spring~~ **Second Semester**

The following duties are to be performed during the Spring candidate's second semester of the first contract period:

1. ~~the committee shall meet to review all the pertinent areas of the evaluation and evaluation materials;~~
2. ~~one observation shall be made by each of the committee members, unless the candidate requests additional observations;~~
3. ~~the candidate shall submit Candidate's Self-Assessment (form C);~~
4. ~~the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;~~
5. ~~the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);~~
6. ~~the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness and, the committee shall complete the Evaluation and Recommendations form (form B);~~
1. the committee shall work with the candidate to fulfill the written course of action for the candidate to improve in recognized areas of weakness, if needed. If improvement is made by the unit member, the committee shall meet to review and modify, if needed, the employment recommendation presented in the Fall semester;
- 2.7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
3. 8. The Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendations of the Individual Tenure Review Committee and appropriate Vice President, and in accordance with California Education Code §87608, the governing board shall elect one of the following alternatives options prior to March 15:
  - a. not to enter into a contract for the following academic year;
  - b. to enter into a second contract for the following academic year;
  - c. to employ the candidate as a tenured employee for all subsequent academic years.

### 11.6 **Second Contract Period**

The second contract of the probationary period shall be for the second academic year (Ed. Code §87600-87608.5).

If during the first evaluation cycle during the first contract period the candidate received an overall evaluation, as

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listed on the Evaluation and Recommendation Report (form B), of Needs to Improve, the following procedures shall be undertaken during the candidate's first semester of the second academic year.

If during the first evaluation cycle during the first contract period the candidate received an overall evaluation, as listed on the Evaluation and Recommendation Report (form B), of Exceeds Expectations or Satisfactory, the following procedures shall be undertaken during the candidate's second semester of the second academic year.

The following duties are to be performed during the fall semester of the candidate's second contract period, prior to March 15:

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate. Tenure committee members should select to observe the candidate from at least two scheduled course sections;
3. the candidate shall submit the Candidate's Self-Assessment (form C);
4. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
6. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);
7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
8. the Superintendent/President shall present the employment recommendations to the Board of Trustees. Based upon the employment recommendations of the Individual Tenure Review Committee and appropriate Vice President, and in accordance with California Education Code §87608, the governing board shall elect one of the following alternatives-options prior to March 15:
  - a. not to enter into a contract for the following academic year;
  - b. to enter into a third contract for the following two academic years;
  - c. to employ the candidate as a tenured employee for all subsequent academic years.
  - e. to employ the candidate as a tenured employee for all subsequent academic years.

### 11.7 Third Contract Period

The third contract of the probationary period shall be for the third and fourth academic years (Ed. Code §87600-87609).

During the candidate's first and second semesters of the third contract, the Individual Tenure Review Committee

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shall perform such duties as are called for in the Candidate's Improvement Plan (form Q) if such a program was instituted.

The following duties are to be performed during each of the candidate's Fall third-semesters of the third contract period:

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate. Tenure committee members should select to observe the candidate from at least two scheduled course sections;
3. the candidate shall submit the Candidate's Self-Assessment (form C);
4. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
6. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);
7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the appropriate Vice President and Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
8. the Superintendent/President shall present the employment recommendations to the Board of Trustees. Based upon the employment recommendations of the Individual Tenure Review Committee and appropriate Vice President, and in accordance with Education Code §87609, the governing board shall elect one of the following alternatives-options prior to March 15 of the fourth year:
  - a. to employ the candidate as a tenured employee for all the subsequent academic years; or
  - b. not to employ the probationary employee as a tenured employee.

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#### 11.8 Modified Tenure Review Procedure Timeline

In cases where Voluntary or Involuntary Transfer or Reassignment, or Reclassification of a unit member from non-tenure track to tenure-track positions as outlined in Articles 8.3, 8.4, and 8.6 of this agreement takes place, or if a unit member is hired into a tenure-track position after having served as a full-time temporary faculty member for the entire academic year immediately preceding his/her appointment into a tenure-track position, this modified tenure review procedure timeline shall be used followed in place of using the full tenure review procedure outlined in Articles 11.5, 11.6, and 11.7.

If the unit member has two or more full years of service with the District at the time when the Transfer, Reassignment

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or Reclassification takes place then the modified tenure review shall be for a two year period, ~~as described in Article 11.8.1 below.~~

If the unit member has at least one full year of service but less than two full years of service with the District at the time when the Transfer, Reassignment or Reclassification takes place, then the modified tenure review shall be for a three year period ~~as described in Article 11.8.2 below.~~

If a unit member is hired into a tenure-track position after having served as a full-time temporary faculty member for the entire academic year immediately preceding his/her appointment into a tenure-track position, the modified tenure review shall be for a three year period ~~as described in Article 11.8.2 below.~~

If the unit member has less than 75% of one full year of service with the District at the time when the Transfer, Reassignment, Reclassification or hire into a tenure-track position takes place, then the full tenure review procedure shall be used.

All unit members evaluated under the Modified Tenure Review Procedure-Timeline are expected to fulfill their duties and responsibilities under the same evaluation criteria as described above in the full tenure review procedure in Article 11.2 above.

The Individual Tenure Review Committee shall be created and structured in the same way and fashion as described above in the full tenure review procedure in Article 11.3 above.

The Evaluation Process under the Modified Tenure Review Procedure-Timeline shall be conducted in the same manner and following the same basic structure as outlined ~~above~~ for the full tenure review procedure in Article 11.4 ~~above~~.

## **11.8.1 Two Year Modified Tenure Review**

### **11.8.1.1 First Contract Period**

The first contract period of the probationary period shall be for the first full academic year of employment in the new position.

#### **11.8.1.1.1 Fall First Semester**

The following duties are to be performed during the ~~Fall~~ candidate's first semester of the first contract period:

1. ~~the Individual Tenure Review Committee shall be established; and~~
2. ~~an orientation meeting with the candidate shall be held to discuss the evaluation process and the timelines;~~
3. ~~the committee shall meet to review all the pertinent areas of the evaluation and evaluation materials;~~
4. ~~one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;~~
5. ~~the candidate shall submit Candidate's Self-Assessment (form C);~~
6. ~~the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;~~
7. ~~the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of~~

weakness, and the committee shall complete the Candidate's Improvement Plan (form Q); and

8. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and the committee shall complete the Evaluation and Recommendations form (form B);

#### 11.8.1.1.2 **Spring Second Semester**

The following duties are to be performed during the candidate's ~~Spring~~ second semester of the first contract period:

1. ~~the committee shall meet to review all the pertinent areas of the evaluation and evaluation materials;~~
2. ~~one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;~~
3. ~~the candidate shall submit Candidate's Self-Assessment (form C);~~
4. ~~the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;~~
5. ~~the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);~~
7. ~~the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness and, the committee shall complete the Evaluation and Recommendations form (form B);~~
1. the committee shall work with the candidate to fulfill the written course of action for the candidate to improve in recognized areas of weakness, if needed. If improvement is made by the unit member, the committee shall meet to review and modify, if needed, the employment recommendation presented in the Fall semester;
2. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
3. the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the

employment recommendation of the Individual Tenure Review Committee, and in accordance with Education Code §87608, the governing board shall elect one of the following alternatives prior to March 15:

- a. not to enter into a contract for the following academic year;
- b. to enter into a second contract for the following academic year;
- c. to employ the candidate as a tenured employee for all subsequent academic years.

#### **11.8.1.2 Second Contract Period**

The second contract of the probationary period shall be for the second full academic year employed in the new position.

The following procedures shall be undertaken during the Fall candidate's first semester of the second academic year:

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;
3. the candidate shall submit the Candidate's Self-Assessment (form C);
4. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
6. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);
7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
8. the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee, the governing board shall elect one of the following alternatives, prior to March 15:
  - a. to employ the candidate as a tenured employee for all subsequent academic years; or
  - b. not to employ the probationary employee as a tenured employee.

## 11.8.2 Three Year Modified Tenure Review

### 11.8.2.1 First Contract Period

The first contract period of the probationary period shall be for the first full academic year of employment in the new position.

#### 11.8.2.1.1 Fall First Semester

The following duties are to be performed during the ~~Fall~~ candidate's first semester of the first contract period:

1. the Individual Tenure Review Committee shall be established; ~~and~~
2. an orientation meeting with the candidate shall be held to discuss the evaluation process and the timelines;
3. the committee shall meet to review all the pertinent areas of the evaluation and evaluation materials;
4. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;
5. the candidate shall submit Candidate's Self-Assessment (form C);
6. the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;
7. the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q); and
8. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and the committee shall complete the Evaluation and Recommendations form (form B);

#### 11.8.2.1.2 Spring Second Semester

The following duties are to be performed during the ~~Spring~~ candidate's second semester of the first contract period:

1. ~~the committee shall meet to review all the pertinent areas of the evaluation and evaluation materials;~~
2. ~~one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;~~
3. ~~the candidate shall submit Candidate's Self-Assessment (form C);~~
4. ~~the candidate's sitting academic area leader shall conduct the duties and responsibilities evaluation;~~

4. ~~the committee shall decide upon an employment recommendation for the candidate, and, if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);~~
5. ~~the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness and, the committee shall complete the Evaluation and Recommendations form (form B);~~
1. the committee shall work with the candidate to fulfill the written course of action for the candidate to improve in recognized areas of weakness, if needed. If improvement is made by the unit member, the committee shall meet to review and modify, if needed, the employment recommendation presented in the Fall semester;
2. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
3. the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee, the governing board shall elect one of the following alternatives prior to March 15:
  - a. not to enter into a contract for the following academic year;
  - b. to enter into a second contract for the following two academic years;
  - c. to employ the candidate as a tenured employee for all subsequent academic years.

#### **11.8.2.2 Second Contract Period**

The second contract of the probationary period shall be for the second and third academic years of employment in the new position.

During the candidate's first and second semesters of the second ~~third~~ contract, the Individual Tenure Review Committee shall perform such duties as are called for in the Candidate's Improvement Plan (form Q) if such a program was instituted.

The following duties are to be performed during the candidate's third semester of the second ~~third~~ contract period:

1. the committee shall meet to review all the pertinent areas of the evaluation and the evaluation materials;
2. one observation shall be made by each of the committee members, unless additional observations are requested by the candidate;
3. the candidate shall submit the Candidate's Self-Assessment (form C);
4. the candidate's sitting academic area leader shall conduct the duties and

responsibilities evaluation;

5. the committee shall decide upon an employment recommendation for the candidate, and if appropriate, shall establish a specific course of action for helping the candidate improve in recognized areas of weakness, and the committee shall complete the Candidate's Improvement Plan (form Q);
6. the committee shall meet with the candidate to discuss the recommendation, and, if appropriate, to present a course of action for the candidate to improve in recognized areas of weakness, and shall complete the Evaluation and Recommendations form (form B);
7. the committee shall submit its employment recommendation, along with copies of appropriate substantiating documents, and with a cover letter explaining the recommendation to the Superintendent/President. The recommendation shall be based upon the unanimous opinion of the committee. If there is a difference of opinion among members of the committee, the recommendation of the majority shall be submitted. The committee member in the minority may, if s/he chooses, submit a letter of objection with supporting documentation; and
8. the Superintendent/President shall present the employment recommendation to the Board of Trustees. Based upon the employment recommendation of the Individual Tenure Review Committee, the governing board shall elect one of the following alternatives prior to March 15:
  - a. to employ the candidate as a tenured employee for all subsequent academic years; or
  - b. not to employ the probationary employee as a tenured employee.

#### **11.9 Right to Protest the Decision of the District**

~~If An allegation that the District does not rehire a contract employee after the first, second, or third contract, and the decision was made made a decision that was in violation withof the tenure process as defined or misapplied or the District violated any of its policies and/or procedures concerning the evaluation of contract employees, in a decision not to reappoint a contract employee or not to grant tenure, made a decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract employees the action shall be classified, and procedurally addressed, as a grievance. However, as per California Education Code §87610.1, the grievance process in such cases shall proceed to independent arbitration utilizing the procedures and timelines outlined in California Education Code §87740.~~

An allegation that the District, in a decision not to reappoint a contract employee or not to grant tenure, made a decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract employees shall be classified, and procedurally addressed, as a grievance. However, as per California Education Code §87610.1, the grievance process in such cases shall proceed to independent arbitration utilizing the procedures and timelines outlined in California Education Code §87740.

## Evaluation Form C

### IMPERIAL VALLEY COLLEGE FACULTY SELF-ASSESSMENT

**1. Effect on Students**

Describe the effects that you believe your instruction/counseling/librarianship has on students.

**2. Planned efforts for improving professional competency**

Comments may include but are not limited to such areas as classes taken, conferences, workshops, seminars, professional training, or informal learning experiences such as concerts, exhibits, performances, and site visits.

**3. State the degree to which you successfully completed the planned efforts stated in the previous self-assessment (if applicable).**

**4. College Activities**

List the college committee(s) on which you now serve or have recently served. Include your level of participation, including offices held, sub-committees, and special assignments. List any other activities you have participated in.

**5. Contribution to the Profession**

Comments may include but are not limited to the following: special assignments, performances given, exhibits presented, professional positions held, honors earned, *articles published*, educational materials or curriculum developed, or educational methods improved.

**6. Future Professional Objectives**

List any plans you have for your future development as a professional. How might the college facilitate these plans?

*Faculty Self-Assessments should include the Candidate's name, date of self-assessment, updated Vita if applicable and contract year of self-assessment.*

IMPERIAL VALLEY COLLEGE  
CLASSROOM OBSERVATION FORM

Candidate: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Teaching Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

I. Course and Subject Matter Being Taught: \_\_\_\_\_

II. Instructional Techniques Being Used (check all that apply):

- lecture
- discussion
- audiovisual
- group activity
- laboratory
- combination
- individual student assistance
- other

Comments: \_\_\_\_\_

**Directions:** Check the appropriate number for each item evaluated. Leave areas blank when no basis for evaluation has been provided during the classroom visitation. Comments should detail specific items in support of your numeric assignment.

- 1 = Exceeds Expectation
- 2 = Strong/Above Average
- 3 = Competent
- 4 = Marginal
- 5 = Unsatisfactory

III. Organization and Preparation for Teaching:

A. Goals 1 2 3 4 5

[Clearly Stated or Written; relevant to larger goals; connected to other planned activities]

- 1. No apparent goal for the session
- 3. Some recognizable goals detected
- 5. Clearly defined goals

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



B. Organization of Lesson 1 2 3 4 5  
[ Organized progression from each activity to the next]

- 1. No evidence of prior preparation
- 3. Evidence of some preparation
- 5. Creative planning

Comments:

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**C. Classroom Management**  
[Use of classroom time; Punctuality and use of time and control of classroom]

- 1. Class activities begin on time in an orderly matter
- 3. Activities and order require effort by instructor
- 5. The faculty member struggles to gain control of the class

D. Organization of Materials 1 2 3 4 5  
[Materials support instruction]

- 1. Rambling and confusing
- 3. Discernable organizational pattern
- 5. Clearly organized, easy to follow pattern

Comments:

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**IV. Teaching Effectiveness:**

A. Subject Matter Expertise 1 2 3 4 5  
[ Mastery of and currency in the subject being covered]

- 1. Instructor demonstrates a broad mastery (knowledge) of the field
- 3. Instructor demonstrates an adequate understanding of the subject
- 5. Instructor appears to be unprepared in the subject being covered

B. Subject Matter 1 2 3 4 5  
[Master of teaching skills and strategies]

1. Instructor appears to be unprepared in the subject being covered, Techniques detract from accomplishing the class objectives
3. Instructor demonstrates an adequate understanding of the subject, Techniques do not detract from accomplishing the class objectives
5. Instructor demonstrates a broad knowledge of the field, Techniques are appropriate to the objectives of the class.

Comments:

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C. Presentation and Delivery 1 2 3 4 5  
[Awareness of demeanor, vocabulary and articulation]

1. Inaudible, lacks enthusiasm, relies too heavily upon notes
3. Generally clear and understandable, good vocabulary and voice
5. Clear, enthusiastic, well poised and direct, suitable vocabulary and voice

Comments:

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**V. Student Relationship:**

A. Student Attention and Involvement 1 2 3 4 5  
[Evidence of active engagement and participation by students]

1. Little student involvement evident
3. Some student involvement evident
5. Meaningful and active student involvement

Comments:

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B. Learning Environment  
[Creates an environment conducive to Learning]

1 2 3 4 5

1. Apparent negative attitude toward students
3. Is helpful to students when called upon
5. Seeks ways to be of assistance to students

Comments:

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**Evaluation Summary:** \_\_\_\_\_

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\_\_\_\_\_  
Candidate Signature Date

\_\_\_\_\_  
Evaluator Signature Date

\_\_\_\_\_  
Dean or Designee Signature Date

\_\_\_\_\_  
VP for Academic Services Signature Date

Date Form Completed: \_\_\_\_\_

**IMPERIAL VALLEY COLLEGE  
COUNSELING OBSERVATION FORM**

Candidate: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Counseling Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

**Scoring:**      NA = Not Applicable                      2 = Fair                      4 = Good  
                     1 = Needs Development                      3 = Competent                      5 = Exceeds Standards

	NA	1	2	3	4	5
Is prepared with appropriate materials for counseling session.						
Makes effective use of time in counseling session (e.g., logical flow, finishes within time allotted, etc.)						
Eliminates distractions during session (e.g., phone, interruptions, etc.)						
Demonstrates rapport building efforts (e.g., non-verbal behaviors, greeting students, providing privacy, awareness of and sensitivity to issues pertaining to cultural diversity)						
Demonstrates effective communications skills (e.g., active listening, accurate feedback, etc.)						
Assists students in the process of making decisions regarding academic and career goals.						
Determines student needs in terms of information (what do they know, what do they need to know, etc.)						
Demonstrates ability to meet student needs in a crisis situation (e.g., has ability to remain calm, assesses immediacy of the situation and responds appropriately, etc.)						
Interviews students to assess personal and academic strengths and weaknesses.						
Solicits student feedback regarding effectiveness of session.						
Reviews and interprets testing scores to facilitate advisement (e.g., determines appropriate placement, determines career options, etc.)						
Reviews and evaluates academic records to (1) determine status and/or (2) to determine course equivalencies.						
Actively listens and checks for understanding.						
Acknowledges feedback, then responds accordingly.						
Provides feedback.						
Demonstrates knowledge of academic counseling as it pertains to transfer or occupational programs.						
Assists students in filling out a variety of forms.						
Utilizes academic counseling resources and is knowledgeable on existing resource/reference tools (e.g., ASSIST, SARS, DegreeWorks, CSU Mentor,						

UC Pathways, College Source, etc.)						
<b>Overall Ranking (only one score, please):</b>						

Evaluation Form F  
Page 2

**Summary Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

_____ Candidate	_____ Signature	_____ Date
_____ Evaluator	_____ Signature	_____ Date
_____ Dean or Designee	_____ Signature	_____ Date
_____ VP for Student Services	_____ Signature	_____ Date

Date Form Completed: \_\_\_\_\_

**IMPERIAL VALLEY COLLEGE  
EVALUATION OF DUTIES AND RESPONSIBILITIES  
LIBRARIANS**

**Scoring:**      NA = Not Applicable              2 = Fair              4 = Good  
                     1 = Needs Development            3 = Competent       5 = Exceeds Standards

		<i>Mark Appropriate Response</i>					
I.	<b>Performance of professional responsibilities:</b>	NA	1	2	3	4	5
	A. Performs specific duties as directed						
	B. Participates in regular improvement of area						
	C. Posts and maintains regular office hours						
	D. Conducts workshops or training						
	E. Participates in the development and assessment of student learning outcomes/services area outcomes as appropriate						
	E. Attends optional professional organization activities						
Comments:							

		<i>Mark Appropriate Response</i>					
II.	<b>Performance of departmental and campus duties:</b>	NA	1	2	3	4	5
	A. Attends appropriate division, department, or office meetings						
	B. Serves on campus committee(s)						
	C. Other departmental or campus duties						
Comments:							

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Date Form Completed: \_\_\_\_\_

**Evaluation Form H**



**EVALUATION OF DUTIES AND RESPONSIBILITIES  
TEACHING FACULTY**

**Scoring:**      NA = Not Applicable                  2 = Fair                  4 = Good  
                     1 = Needs Development              3 = Competent              5 = Exceeds Standards

		Mark Appropriate Response					
I.	Performance of professional responsibilities:	NA	1	2	3	4	5
	A. Holds class consistently as scheduled						
	B. Maintains and submits appropriate records						
	C. Posts and maintains regular office hours						
	D. Participates in the development and assessment of student learning outcomes as appropriate						
	E. Other professional responsibilities						
Comments:							

		Mark Appropriate Response					
II.	Performance of departmental and campus duties:	NA	1	2	3	4	5
	A. Attends appropriate division, department, or office meetings						
	B. Serves on campus committee(s)						
	C. Other departmental or campus duties						
Comments:							

\_\_\_\_\_  
 Evaluator    Signature    Date

Date Form Completed: \_\_\_\_\_



**IMPERIAL VALLEY COLLEGE  
EVALUATION OF DUTIES AND RESPONSIBILITIES  
COUNSELORS**

**Scoring:**      NA = Not Applicable                  2 = Fair                  4 = Good  
                       1 = Needs Development              3 = Competent        5 = Exceeds Standards

		<i>Mark Appropriate Response</i>					
I.	<b>Performance of professional responsibilities:</b>	NA	1	2	3	4	5
	A. Maintains appropriate records and documentation						
	B. Maintains accurate and appropriate data entry						
	C. Posts and maintains regular office hours						
	D. Participates in the development and assessment of student learning outcomes/service learning outcomes as appropriate						
	D. Other professional responsibilities						
Comments:							

		<i>Mark Appropriate Response</i>					
II.	<b>Performance of departmental and campus duties:</b>	NA	1	2	3	4	5
	A. Attends appropriate division, department, or office meetings						
	B. Serves on campus committee(s)						
	C. Other departmental or campus duties						
Comments:							

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Date Form Completed: \_\_\_\_\_



**IMPERIAL VALLEY COLLEGE  
LIBRARIAN OBSERVATION FORM**

Candidate: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Librarian Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

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1. Conducts reference interview and follow-up 1 2 3 4 5

Comments:

2. Knows and follows Reference Desk and Library policies 1 2 3 4 5

Comments:

3. Acts in a manner that encourages patrons to ask questions 1 2 3 4 5

Comments:

4. Exhibits knowledge of reference sources, continues to develop knowledge of collections and resources 1 2 3 4 5

Comments

5. Exhibits teamwork regarding reference requests and library operations 1 2 3 4 5

Comments:

**Summary Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____ Candidate	_____ Signature	_____ Date
_____ Evaluator	_____ Signature	_____ Date
_____ Dean or Designee	_____ Signature	_____ Date
_____ VP for Academic Services	_____ Signature	_____ Date

*Date Form Completed:* \_\_\_\_\_

**IMPERIAL VALLEY COLLEGE  
NON-CLASSROOM FACULTY OBSERVATION FORM**

Candidate: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Faculty Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

\_\_\_\_\_

**Summary Comments:** \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_  
Candidate Signature Date

\_\_\_\_\_  
Evaluator Signature Date

\_\_\_\_\_  
Dean or Designee Signature Date

\_\_\_\_\_  
VP for Academic Services Signature Date

Date Form Completed: \_\_\_\_\_

Evaluation Form M

IMPERIAL VALLEY COLLEGE  
STUDENT EVALUATION OF TEACHER FORM

Instructor: \_\_\_\_\_ Course: \_\_\_\_\_

One of the major responsibilities of the college is to promote good teaching standards among the faculty. Students are among the best qualified to judge an instructor's teaching effectiveness and to offer suggestions for improvement.

Please take the time to provide feedback for your instructor in this course. Evaluate both the course and the instructor by using this form. These evaluations are completely confidential. Please be thoughtful and candid in your responses.

<b>The Course:</b>	Poor	Below Average	Average	Good	Excellent
1. Provides an accurate syllabus with a reading schedule					
2. Defines Student Learning Outcomes as noted in the class syllabus					
1. Explanation of grading policies and expectations for the course					
2. Organization and clarity of lectures					
3. Clarity and appropriateness of tests to subject matter					
4. Fairness of grading					
5. Clarity of assignments					

<b>The Instructor:</b>	Poor	Below Average	Average	Good	Excellent
6. Showed an interest in the subject					
7. Encouraged students to ask questions and participate in class discussions					
8. Encouraged individual thinking and differences of opinion					
9. Spoke clearly					
5. Clarity of assignments					
10. Was accessible for individual conferences and office hours					
11. Was interested in and respectful to students					
12. Convened and dismissed class on time					
13. Explained difficult parts of the material clearly					
14. Was reasonably prompt in returning student papers					
15. Would you recommend this instructor to a student like yourself?	Yes			No	

Comments: \_\_\_\_\_

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Date Form Completed: \_\_\_\_\_

Evaluation Form N

IMPERIAL VALLEY COLLEGE  
STUDENT EVALUATION OF COUNSELOR FORM

Counselor: \_\_\_\_\_ Date: \_\_\_\_\_

Please answer the following questions. Your honest answers will help improve counseling services to all students.

	Poor	Below Average	Average	Good	Excellent
1. Please rate the level of interest and concern shown by the counselor for your questions and/or concerns.					
2. Please rate the level of knowledge demonstrated by the counselor about your academic interest or problem.					
3. Please rate your counselor's ability to explain your options and/or answer your questions in a way which you understood.					
4. Please rate your overall satisfaction with this counselor.					

	Circle Yes or No	
5. Did you receive prompt and courteous service from your counselor?	Yes	No
6. Were all of your questions answered when you met with the counselor	Yes	No
7. Did the counselor provide information on various options available to you in reaching your educational goal(s)?	Yes	No
8. Would you choose to see this counselor again?	Yes	No

9. What suggestions would you make to improve counseling services to students?


Date Form Completed: \_\_\_\_\_



Evaluation Form O

IMPERIAL VALLEY COLLEGE  
STUDENT EVALUATION OF LIBRARIAN FORM

Librarian/Instructor: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for taking the time to circle your answers and give us any anonymous feedback that will improve our library orientation and training sessions.

	Agree	Neutral/ Undecided	Disagree
1. The instructor met the class on time, was enthusiastic, and used the allocated time effectively.			
2. The instructor's presentation style held my interest and was appropriate for the situation.			
3. The instructor was well-prepared for the orientation and knew the subject.			
4. The instructor adapted to changing situations during the orientation, answered questions, and made students feel welcome.			
5. The instructor included learning methods such as hands-on searching of databases that helped me understand how to use the library and its resources.			
6. The online database I think I will find most useful is a. EBSCOhost b. ProQuest c. LexisNexis d. Other: _____			

7. What were the strengths of the orientation/instruction? What did you like best?

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8. What were the weaknesses in the orientation/instruction? What did you dislike, and do you have any suggestions?

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Date Form Completed: \_\_\_\_\_

Evaluation Form P

IMPERIAL VALLEY COLLEGE  
STUDENT EVALUATION OF NON-CLASSROOM INSTRUCTOR

Instructor: \_\_\_\_\_ Date: \_\_\_\_\_

Please answer the following questions. Your honest answers will help improve services to all students.

	Poor	Below Average	Average	Good	Excellent
1. Please rate the level of interest and concern shown by the instructor for your questions and/or concerns.					
2. Please rate the level of knowledge demonstrated by the instructor about your academic interest or problem.					
3. Please rate the instructor's ability to explain your options and/or answer your questions in a way which you understood.					
4. Please rate your overall satisfaction with this instructor.					

	Circle Yes or No	
5. Did you receive timely and accurate information?	Yes	No
6. Were all of your questions answered adequately?	Yes	No
7. Did the instructor provide information on other services available to you from this department?	Yes	No
8. Would you recommend the services of this instructor to others?	Yes	No

9. Other comments or suggestions?

Date Form Completed: \_\_\_\_\_

