ARTICLE 16
EVALUATION OF FACULTY

16.§1 PURPOSE. Evaluation of competence in teaching and other professional endeavors shall be used to identify and reward the capable faculty member and to improve the quality of the University. Periodic evaluation of professional competence and performance (i.e., teaching and/or professional duties appropriate to certain disciplines, functions or units) will be conducted, the results of which are to be used for the purposes of: (a) improving the quality of instruction and/or the quality of the other professional duties and services rendered; (b) identifying and rewarding individual meritorious performance; and (c) assisting those responsible for making personnel recommendations by providing regular, useful, reliable, and comparable data for comparable groups.

16.§2 ENHANCING INSTRUCTION AND OTHER PROFESSIONAL DUTIES AND SERVICES. Evaluation and mentoring are related means of enhancing teaching and professional services at the University. Departments and department chairpersons are encouraged to use a variety of techniques that will support quality teaching, including but not limited to: (a) the assignment of faculty mentors to new faculty; (b) the encouragement of faculty to attend teaching workshops and to work with the Center for Teaching and Learning; (c) the facilitation of arrangements for faculty to observe classes taught by experienced and successful teachers; and (d) the facilitation of classroom visitations.

16.§3 EVALUATION FOR MAKING PERSONNEL RECOMMENDATIONS. Faculty are encouraged to submit a variety of materials that demonstrate effectiveness in teaching and/or other professional duties and services (see 17.§5.1).

16.§3.1 Student Evaluations. Student rating evaluations data (student ratings and structured comments) shall function primarily as a means to faculty self-improvement, but shall also function as one source of information regarding teaching effectiveness. Student ratings should not be the sole source of information about teaching effectiveness, and it is the faculty member’s responsibility to provide additional evidence of competence as suggested in 16.§3.2 and 16.§3.3.

16.§3.2 Instructional Portfolio. The faculty member is advised to develop a portfolio of teaching materials, which may include information about class size and level, grading standards and patterns, syllabi or course outlines, lecture notes, assignments, other materials used in courses, examples of student work or pertinent information about student performance, conference logs, artifacts of the development of teaching skills and techniques, and other information about course content, goals and methodologies, as well as peer evaluations. Materials representing out-of-class instructional work may also be included in this portfolio.

16.§3.3 Peer and Self Evaluation. Evaluations of faculty by their peers may be conducted either at the request of the faculty member, or in accordance with the approved Department Policy Statement. Self-evaluation and peer evaluations are encouraged, and may be included with the faculty member’s application for reappointment and
performance evaluations such as promotion and tenure. Results of such evaluations shall be delivered only to the faculty member being reviewed.

16.§3.3 Classroom Visitations. Western and the Chapter agree that classroom visitations may provide valuable information for both the faculty member and administration.

16.§3.3.1 Pre-Tenure Classroom Visitations. Faculty on probationary status shall have at least one classroom visitation per year by either a faculty colleague or an administrator. The probationary faculty member and his/her chair shall determine for each visitation, by mutual agreement, who the observer shall be. If the faculty member and department chair are unable to reach agreement, the department personnel/tenure committee shall work with the faculty member and chair to facilitate the process. In the event that after facilitation there is still no agreement, the matter will be referred to Western’s Director of Academic Collective Bargaining and Contract Administration and the Chapter’s Contract Administrator for resolution. The observer may be a departmental colleague, the department chair, or a faculty member or administrator outside of the faculty member’s department, but within the institution. The date/time of each classroom visit shall be determined by mutual agreement between the faculty member and his/her chair. There shall be no unscheduled classroom visitations.

16.§3.3.1.1 Additional Classroom Visitations. Nothing in this Agreement shall prevent the faculty member from arranging additional classroom visitations beyond the one required visit per year.

16.§3.3.1.2 Termination of Classroom Visitations. After three (3) years in the probationary track, the faculty member and his/her chair may determine, by mutual agreement, that no further classroom visitations shall be necessary for the duration of the probationary period.

16.§3.3.2 Post-Probationary Classroom Visitations. There shall be no required classroom visitations once a faculty member has been awarded tenure.

16.§3.3.3 Narrative Report. For each required visitation, the observer shall prepare a brief, signed narrative report that shall be distributed only to the faculty member and his/her chair. The department chair shall schedule a conference with the faculty member to discuss the report. A copy of the report shall be entered into the faculty member’s personnel file for use in tenure and promotion reviews. The faculty member shall have the right to append a response to the report at the time that it is entered into the personnel file.
16.§4  STUDENT RATINGS EVALUATION OF FACULTY. Student ratings evaluations shall be conducted in each class taught by a bargaining unit faculty member in at least one semester of each academic year (to be determined by the faculty member). Mandatory student evaluations shall be comprised of only student ratings (numerical data) and summary evaluations (structured comments). Western and the Chapter have agreed to move on a trial basis, over the course of this Agreement, toward the use of one, valid and reliable student rating instrument, by all members of the bargaining unit. Western shall pay for all costs associated with the administration of student ratings, as well as for data analysis.

16.§4.1  Year 1: 2002-2003. During the first year of this Agreement, an evaluation study committee shall select a valid and reliable student rating instrument that shall ultimately be used by all bargaining unit faculty, following a phase-in period during years 2 and 3 of this Agreement.

16.§4.1.1  The Committee. The committee shall consist of five (5) members, four of whom are faculty selected by the Chapter, and one administrator, to be selected by Western. The Committee shall be constituted by no later than September 15, 2002, and shall conclude its charge by no later than March 1, 2003.

16.§4.1.2  Guiding Principles. The Committee shall determine its own operating procedures, which shall include a mechanism for obtaining faculty input in the selection of a valid and reliable student rating instrument for trial implementation. To conclude its charge, the Committee shall ultimately submit to the Chapter and Western a recommendation for a single student rating instrument. The instrument selected by the Committee must be valid and reliable, and must allow for customization by both the department and the individual faculty member. The Committee shall develop standardized procedures for administration of the selected instrument.

16.§4.1.3  Stipend. Faculty members of the Committee shall each receive a $3,000 stipend that shall be funded by Western. In lieu of the stipend, the faculty member may choose to agree to a reduction in workload, the details of which are to be worked out by the faculty member and his/her chair/director.

16.§4.2  Year 2: 2003-2004. During the second year of this Agreement, all faculty within the College of Arts and Sciences shall implement use of the student rating instrument selected by the Committee. Faculty members may choose to use additional evaluative tools (see 17.§5.1).

16.§4.3  Year 3: 2004-2005. During the third year of this Agreement all bargaining unit faculty shall implement use of the student rating instrument
selected by the Committee. Faculty members may choose to use additional evaluative tools.

16.§4.4  **Handling of Student Rating Data.** Data from the mandated student rating instrument shall be analyzed by an agency external to the institution. Each department/unit shall retain control over the handling of student rating data. Analyzed data shall be returned to the appropriate department/unit. Summary student rating data shall be entered into the faculty member’s personnel record, with the original student rating data sheets being returned to the faculty member. Summary student rating data may be used by the appropriate reviewing bodies in performance reviews such as tenure and promotion.

16.§4.4.1  Faculty shall have access to the original mark-sense sheets/rating forms only after the results are numerically summarized and grades have been recorded. There shall be no facsimiles or copies of any kind made of the original mark-sense sheets/rating forms.

16.§4.5  **Review of Uniform Student Rating Instrument Program.** In preparation for the 2005 contract negotiations, the Chapter will consult with bargaining unit faculty in order to determine whether use of the uniform student rating instrument should be continued, modified, or terminated. The results of this consultation will guide the Chapter’s position in the 2005 contract negotiations.

16.§4.1  **Student Ratings.** Departmental faculty shall use a uniform student rating form to be administered in each class taught by a bargaining unit faculty member in at least one semester of each academic year. Summaries of the student ratings (numerical averages) shall be made available to the instructor and the department chairperson. The numerical ratings shall be included in performance evaluations such as reappointment, promotion, and tenure recommendations. Each department may maintain in use its own established rating form, or may generate its own form, or may select a rating form from a file of such instruments housed in the Center for Teaching and Learning.

16.§4.2  **Structured Comments.** Structured comments are understood to be responses to specific questions regarding the instructor and/or the learning experience. Departments may use questions developed by the departmental faculty or may select questions from a list made available by the Center for Teaching and Learning.

16.§4.2.1  Structured comments shall be made available to the department chairperson for his/her perusal, but shall not be cited or used in any way in personnel decisions including, but not limited to, tenure, promotion, and discipline, up to and including discharge.

16.§4.2.2  Structured comments shall not be placed in the faculty record, and shall not be copied or summarized in any way. Following the chairperson's perusal, structured comments shall be returned to the faculty member.
16.§4.3 Unstructured Comments. Unstructured comments are understood to be open student feedback (e.g., solicited or unsolicited written feedback regarding the course or instructor with no specific probe provided). Faculty may seek unstructured (open-ended) comments from their students, but there shall be no requirement that they do so. Any unstructured comments are to be recorded separately from the departmental evaluation form and given directly to the instructor. Unstructured comments shall not be provided to the department chairperson.

16.§4.6 Student Comments. Student comments may provide valuable feedback to the instructor to assist in making improvements in instructional performance.

16.§4.6.1 Student comments shall be recorded separately from the numerical data.

16.§4.6.2 Students shall be informed that they may choose whether or not to sign their written comments, and that only signed comments shall be forwarded to the administration for their perusal and use. Students shall also be informed that unsigned student comments shall remain the sole property of the faculty member. Students shall also be informed that the instructor will be allowed to see all student comments, signed or unsigned, following the submission of grades at the close of the semester/session.

16.§4.6.3 Bargaining unit members may choose to include unsigned student comments in adjunctive files submitted for performance reviews (e.g., promotion, tenure). If the faculty member does submit comments, the full data set shall be included in the adjunctive file. If unsigned student comments are submitted by the bargaining unit member, all reviewing bodies shall give serious consideration to such data in conducting the performance review.

16.§4.6.6 Anonymous Comments. Anonymous comments, whether structured or unstructured, which appear on any evaluation instrument, shall not be placed in the faculty record, or used or cited in any personnel decision including, but not limited to, tenure, promotion, and discipline, up to and including discharge.

16.§4.7 Unsubstantiated Comments. Western shall not use unsubstantiated comments in personnel decisions.

16.§5 Student Confidentiality. The collection of student evaluation data must be accomplished under conditions which provide anonymity for the student. The initial “mark-sense sheets” and all structured comments completed by the student shall be returned to the faculty member after the numerical data have been summarized. Faculty shall have access to the “mark-sense sheets” only after the results are numerically summarized and the grades have been recorded. There shall be no facsimiles or copies of any kind made of the “mark-sense sheets,” or structured comments.
16.§ 4.8 Faculty Option. In cases where evaluations are conducted in more than one semester, the bargaining unit faculty member shall have the option of submitting evaluation data from more than one semester or session for use in performance evaluations.

16.§ 5 ADDITIONAL EVALUATION OF FACULTY BY WESTERN. Western may evaluate the performance of bargaining unit faculty at other times than those specified in this Agreement, if it needs additional information in order to make personnel decisions. Such evaluations shall reflect the principles and intent of evaluations described in the articles of this Agreement on reappointment, and performance evaluations such as promotion and tenure.

16.§ 6 ACCESS TO UNIVERSITY COMPUTING SERVICES. In order to administer teaching evaluations, the appropriate faculty committee shall have, without cost, access to and use of Testing Services, and University Computing Services.

16.§ 6 TERM APPOINTMENTS. Only the professional competence and service of term faculty shall be evaluated unless the term faculty member requests an evaluation of professional recognition. Term faculty shall be evaluated annually, and such evaluations shall be completed on or before April 1, so that term faculty have reasonable notice regarding their employment status for the following academic year.

16.§ 6.1 Student Ratings Evaluations. During the first semester of a term appointment, student ratings shall be conducted using the same student rating instrument used by non-term departmental faculty colleagues. The term appointee may choose to conduct student ratings in the second semester of appointment, and may, in either semester, use instrumentation additional to the standardized student rating form.

16.§ 6.2 Classroom Visitations. During the first semester of a term appointment, a classroom visit shall occur for the purpose of instructional improvement. During the second semester of a term appointment, a classroom visit shall occur, the results of which are to be considered by Western in determining subsequent appointment.

16.§ 6.2.1 For term appointees, the department chair (or his/her designee) shall determine who shall conduct the classroom visitation. The time/date of the visitation shall be mutually agreed to by the term appointee and the department chair (or his/her designee).

16.§ 7 EXTENDED UNIVERSITY PROGRAMS. Bargaining unit faculty who teach in Extended University Programs shall be evaluated using the same student rating instrument as their departmental colleagues. Evaluation procedures shall conform to those specified above for faculty teaching on the main campus.

16.§ 8 ACADEMIC CAREER FACULTY SPECIALISTS. Only the professional competence and service of Academic Career faculty specialists shall be evaluated unless the Academic Career faculty specialist member requests an evaluation of professional recognition.
16.§9 WESTERN'S OBLIGATION. In making personnel decisions, Western agrees to consider carefully all the evidence of teaching competence, including student ratings, peer evaluations if provided, and any other evidence (such as teaching portfolios) provided by the faculty member.