

ARTICLE 23

ANNUAL PERFORMANCE REVIEW AND EVALUATION

Section 1. The annual performance review and evaluation process is a method of assessing performance and providing an opportunity for continuous professional development and shall also be used as a basis for providing merit increases as provided for in Article 10. These processes are intended to be supportive of a COACH'S desire for continuing professional growth and excellence. With this orientation, the evaluation of COACHES will contribute to the ongoing improvement of the athletic programs of the UNIVERSITIES.

Section 2. Categories of Performance Review and Evaluation

The following categories shall serve as the uniform system-wide basis for the evaluation of COACHES at each UNIVERSITY. These categories shall be applied in the performance review and evaluation of all COACHES for any purpose that evaluations are used in this Agreement. When evaluating the data, the appropriate evaluator(s) shall give greater weight to the quality of the performance reflected in the data than to the quantity of the data. Evaluations will not be based on a single datum. A combination of all appropriate data will be used in evaluating overall performance of professional responsibilities.

When preparing a COACH'S overall evaluation, each UNIVERSITY shall consider the following factors:

A. Fulfillment of professional responsibilities, which shall include criteria such as performance of job duties and responsibilities, team progress and development and quality of sports strategies, efforts to promote the academic success of the student athletes, compliance with rules and regulations of the NCAA and other athletic conferences of which the UNIVERSITY is a member, compliance with existing PSAC rules and regulations, and character development of student athletes.

B. Professional Growth and Development, which shall include criteria such as participation in NCAA, PSAC or other appropriate conferences of which the UNIVERSITY is a member, offices held in athletic conference administration or other professional organizations, participation in panels at conferences or professional meetings, publications, and contributions to professional growth of one's peers.

C. Service, which shall include criteria such as participation in UNIVERSITY committees at all levels, activity contributing to the governance of the UNIVERSITY (that may include APSCUF activity), participation in UNIVERSITY-wide colloquia, membership in professionally oriented and community-based organizations, speaking to and consulting with community organizations, and promotion of alumni relations.

Section 3. Student Athlete and Peer Evaluations

A. Student athlete evaluations and peer evaluations by other COACHES shall be part of the performance evaluation process at each UNIVERSITY.

A. The evaluation instruments and the procedures for student and peer evaluations shall be determined by agreement between local APSCUF and the UNIVERSITY no later than November 1, 2002.

Section 4. Evaluation Schedule

COACHES shall be evaluated after the semester in which the season ends in accordance with the schedule agreed to by local APSCUF and the UNIVERSITY.

Section 5. Process

A. COACHES shall be evaluated annually by the Athletic Director and the appropriate Vice President shall serve as the reviewing officer. Each UNIVERSITY shall utilize the Performance Evaluation and Review Document provided for in Appendix E.

B. The Athletic Director shall observe COACHES in at least one (1) full competition or three (3) hours of competition and one (1) full practice or two (2) hours of practice, whichever is less.

C. Head COACHES shall prepare a self-evaluation that shall be provided to the Athletic Director.

D. Assistant COACHES shall prepare a self-evaluation that shall be provided to the head COACH. The head COACH shall prepare his/her evaluation and provide the assistant COACH with an opportunity to discuss his/her evaluation prior to submission of the evaluation to the Athletic Director.

E. Student athlete and peer evaluations shall be available to the COACH, the evaluator and reviewing officer.

F. The Athletic Director shall provide a written performance evaluation in accordance with this Article. The Athletic Director's evaluation shall take into account his/her knowledge and personal observation of the COACH'S performance, the COACH'S self-evaluation, and peer/student evaluations. The COACH shall be provided with an opportunity by the Athletic Director to discuss the draft performance evaluation. A copy of the Athletic Director's draft performance evaluation shall be provided to the COACH prior to discussion with the Athletic Director. The Athletic Director shall provide a copy of his/her final evaluation to the COACH and the reviewing officer.

G. A COACH shall be allowed to offer written comments regarding his/her evaluation by the Athletic Director. Such comments shall be attached to the evaluation, which shall then be filed in the official personnel file.

H. In addition to the right described in G above, in the event a COACH disagrees with the Athletic Director's evaluation, the COACH may request a meeting with the reviewing officer. If, as a result of such discussions, adjustments are made to the original evaluation, the COACH shall be provided a copy of the adjusted evaluation and the original evaluation shall be destroyed. The adjusted evaluation shall be placed in the official personnel file. A COACH shall be allowed to offer written comments regarding his/her adjusted evaluation. Such comments shall be attached to the adjusted evaluation that shall then be filed in the official personnel file.

I. If a reviewing officer attaches any comments to a COACH'S evaluation, a copy of his/her comments shall be sent to the Athletic Director and the COACH.

J. Whether or not a COACH asserts his/her rights described in G or H above, the reviewing officer shall sign each COACH'S evaluation as follows:

- a. Sign his/her concurrence without changes;
- b. Adjust the evaluation as described in H above and sign; or
- c. Add comments as described in I. above and sign.

Section 6. All evaluations prepared under this Article, other than student and peer evaluations, shall assign an overall rating to a COACH in one of the following categories:

- A. Significantly exceeds expectations
- B. Above expectations
- C. At expectations
- D. Below expectations
- E. Unsatisfactory

Section 7. Performance evaluations shall be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, but only to the extent that the evaluation was conducted in an arbitrary or capricious fashion. Action or inaction by a COACH, peer evaluators and the Athletic Director shall not be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION.

Section 8. The failure of a COACH or Athletic Director to carry out his/her duties and responsibilities shall not bar the reviewing officer from conducting, in good faith, a performance evaluation, or from using the performance evaluation for appropriate purposes under this Agreement.

Section 9. No COACH, Athletic Director, or reviewing officer shall participate in the evaluation process of a member of his/her immediate family (spouse,

child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law, sister-in-law) or a person residing in his/her household. If a peer evaluator cannot participate in the evaluation process, the COACHES Committee shall choose another COACH to serve. If a head COACH, Athletic Director, or Reviewing Officer cannot participate in the evaluation process, the President or his/her designee shall select a person to provide the performance evaluation.

Section 10. The performance review and evaluation procedure and the evaluation instruments described above will be utilized by the parties for Fiscal Year 2005 – 2006.

Section 11. Joint Committee

A. A joint committee comprised of an equal number of STATE SYSTEM and APSCUF representatives shall be established to review the performance evaluation procedure and the instruments used to evaluate COACHES. The committee shall submit its recommendations to the STATE SYSTEM and State and Local APSCUF no later than June 1, 2006. State APSCUF shall provide the committee with the names and addresses of the appropriate local APSCUF representatives.

B. If there is no agreement on a revised performance evaluation procedure and/or the evaluations forms, the performance evaluation procedure and the evaluation forms contained within the 2002 - 2004 contract will continue to be utilized by the parties.

Section 12.

A. The parties agree that reasonable efforts shall be made to complete performance evaluation reviews prior to the required notice of renewal/non-renewal. To this end, representatives of Local APSCUF and the University Administration shall attempt to agree on a schedule that would provide for the completion of the performance evaluations prior to the required notice of renewal / non-renewal. Such discussions may include the beginning and ending dates of the contracts of employment for the COACHES at the respective university.

B. In the event the local parties cannot reach agreement on a schedule that would allow for the completion of the performance evaluations prior to the required notice of renewal / non-renewal as provided for in paragraph (A) above, the performance evaluation procedure and the evaluation forms contained within the 2002 - 2004 contract will continue to be utilized by the parties in 2006 - 2007 and thereafter even if the evaluation cannot be completed prior to the required notice of renewal / non-renewal.