

ARTICLE 14

CONTRACT (UNTENURED) FACULTY EVALUATION

14A. Purpose

In the granting of tenure, a peer review process will be used to ensure that Contract (Probationary) Faculty demonstrate the qualities and performance necessary to meet professional responsibilities. Tenure derives from two (2) sources: the authority of the Chabot-Las Positas Community College District Board of Trustees, who ensures that the communities they represent are provided the best possible learning environment, and the college Faculty, who are obliged as professionals and specialists in their fields to provide a high-quality educational forum for learning. While the Board of Trustees and the Administrators it appoints set in place the guidelines for hiring effective Faculty and for evaluating their performances, the Faculty, represented by the Faculty Senates, have the responsibility under shared governance to implement these guidelines and to participate in the evaluation process. The Faculty Association has the responsibility to monitor contractual procedural due process aspects of the evaluation process. The mutual goal of the District administration and faculty is to hire qualified, diverse Faculty who are expert in their subject areas, skilled in their professional responsibilities, and sensitive to equal employment guidelines and community diversity.

Through an ongoing evaluation process, the decision to grant tenure generally occurs at the end of the fourth Academic Year for a Probationary Faculty unit member (hereafter referred to as a Contract unit member). (See [Article 14L.2](#), Footnote 2.) In the normal process, the Tenure Committees, comprised of Faculty peers and Administrators, recommend to the Board of Trustees the appropriate Faculty for tenure.

This policy conforms to the provisions of AB 1725 and Sections 87663 and 87664 of the California Education Code.

14B. Guiding Principles

14B.1 Non Discrimination

The evaluators shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Faculty unit member.

14B.2 Use Of Anonymous Materials

No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of unit members done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student.

14B.3 Forms

Only those forms that have been negotiated shall be used in the evaluation process. [See Appendix](#):

Evaluation: Counseling Faculty Evaluation Form - Student Survey

Evaluation: Counseling Faculty Performance Observation Form

Evaluation: Special Assignment Faculty - Client Survey Form

Evaluation: Library Faculty Observation Form

Evaluation: Library Faculty Orientation - Student Survey Form

Evaluation: Observation of Instruction Form - Online Class

Evaluation: Observation of Instruction Form - Math Emporium

Evaluation: Observation of Instruction Form - Face to Face Class

Evaluation: Student Response to Instruction Form - Face to Face Class

Evaluation: Student Response to Instruction Form - Math Emporium

Evaluation: Student Response to Instruction Form - Online Class

14B.4 Written Responses

The Contract Faculty unit member has the right to respond in writing to the evaluation(s). Written responses shall become part of the unit member's Personnel File. See [Articles 16-1 to 16-3](#).

14B.5 Retention Data

Retention data may be used to alert the Level 1 evaluators that the Contract Faculty unit member needs to develop strategies to retain students. Retention data shall not be the basis for tenure denial.

14B.6 Non Retaliation

There shall be no retaliation against a Contract Faculty unit member who voices an opinion or files a signed written opinion.

14B.7 Reassigned Time

Contract and Temporary Leave Replacement (TLR) Faculty hired as Instructional Faculty, Counseling Faculty, or Library Faculty shall not be granted reassign time for the first two probationary contracts. If however, a Contract or Temporary Leave Replacement (TLR) Faculty person is hired with demonstrable work experience outside of his/her primary assignment, management shall have the option to offer the unit member up to but not exceeding four (4) CAHs of reassign time. See [Article 10C.3e](#).

14C. Faculty Standards For All Contract (Untenured) Faculty

14C.1 Forward

Faculty at Chabot College and Las Positas College have been selected with considerable care and with particular attention to their ability to give freely of their knowledge and talents to students. Each Faculty member is asked to assume the personal and professional obligations which inhere in a career as college Instructional, Counseling, Library or Faculty on Special Assignments.

The Faculty is expected to meet the Faculty Standards by demonstrating excellence in working with students; in collegial participation; in professional and personal enrichment; and in professional responsibilities.

14C.2 Excellence In Working With Students

- a. Knowing their subject fields in depth, keeping up to date and being alert to new materials in the literature;
- b. Challenging students and setting high expectations with full knowledge of the diversity of human qualities and learning styles;
- c. Demonstrating sensitivity in working with students, including those of diverse racial and ethnic backgrounds, sexual orientations, and abilities;
- d. Creating opportunities for students to assume responsibility for their own learning.

14C.3 Collegial Participation

Collegial participation is defined as a unit member contributing to a collaborative, respectful working environment with all staff. Some areas in which collegial participation can be demonstrated include, but are not limited to, the following:

- a. Developing curriculum;
- b. Recommending organizational policies;
- c. Assessing program needs and effectiveness;
- d. Participating in appropriate collegial governance, committees, and campus life;
- e. In team taught courses or any course taught by a group of Faculty, cooperating with the majority of the Faculty team with respect to instructional delivery, student evaluation, and the use of support materials, including texts and documents; and
- f. Collaborating in curriculum development and in the accreditation process.

14C.4 Professional And Personal Enrichment

- a. Participating regularly in self-initiated professional development activities such as classes, workshops, conferences, seminars or professional meetings; and/or
- b. Publishing, making conference presentations, presenting artistic exhibits, giving performances, researching, becoming involved in community matters relevant to the academic area.

14C.5 Professional Responsibilities

Unit members are also expected to fulfill the specific requirements listed below:

- a. Attend and participate in Faculty meetings, division meetings, subdivision and/or task force meetings;
- b. Participate in orientation, commencement (see [Articles 8C.3](#) and [8C.6](#)), and on-campus professional development activities;

- c. Participate in program and subject area improvement tasks, such as creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), revising and developing curricula, program review, articulation, and mentoring students and Part-time Faculty unit members;
- d. Meet deadlines and submittal of Discipline Plans (see [Articles 26E.4-26E.7](#)), schedules, grades and Census Reports (see [Articles 1C.1.cc.](#) and [8C.4.](#)); and
- e. Where appropriate, participate in advisory committees and maintain contacts with other educational institutions, organizations, businesses or industry.

Discretionary professional activities include holding memberships in the Faculty Senates, College/District standing committees, joint College/District/Faculty Association Committees, College/District ad hoc committees, regional, state, national or international professional organizations, and/or student clubs or activity advising. The unit member may also participate in outreach activities to other educational segments and the community.

First Academic Year Contract Faculty unit members are exempt from these discretionary professional activities.

14C.6 Additional Specific Standards For Instructional Faculty

- a. Delivering coherent lectures;
- b. Creating assignments that serve instructional goals;
- c. Creating exams and/or other evaluative assignments that test for mastery of course content;
- d. Creating course materials that serve instructional goals;
- e. Organizing course content so that it encompasses authorized course outlines;
- f. Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter consistent with the official course outline;
- g. Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed in the course outline, and which encourages student use of campus resource centers and laboratories. If unit members within a team teaching class (see [Article 10D.2d.](#) for definition) have adopted a required text, that text must be used unless the unit member(s) in the affected class agree to an exception;
- h. Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other;
- i. Applying new technologies in the delivery of instruction where appropriate; and
- j. Working collaboratively with the Enrollment Management process as described in [Article 26: Enrollment Management](#).

- k. See [Article 10F.3g. and k.](#) for evaluation of on-line instruction.

14C.7 Additional Specific Standards For Counseling Faculty

- a. Working in and supporting a collaborative Counseling Division team environment;
- b. Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services;
- c. Demonstrating a high degree of accuracy when providing information concerning college/university transfer, degree requirements, college/district procedures and course curriculum;
- d. Applying new technologies in the delivery of counseling services;
- e. Developing and implementing new/revised projects, programs, and activities in accordance with the Counseling Divisions' Adopted Goals and Objectives;
- f. Developing liaisons between the Counseling Division and Instructional Divisions, serving on committees, and achieving familiarity with College and District Goals and Policies;
- g. When applicable to a particular coordination assignment, demonstrating leadership and advocacy in collaboration with other staff in a particular unit;
- h. When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services; and
- i. Working collaboratively with the Enrollment Management process as described in [Article 26: Enrollment Management](#).

14C.8 Additional Specific Standards For Library Faculty

- a. Working in and supporting a collaborative team environment;
- b. Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program;
- c. Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction;
- d. Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information;
- e. Teaching students in class orientations, individually, and through Library Skills courses;

- f. Developing liaisons between the Library and Instructional Faculty, serving on committees and achieving familiarity with College and District goals and policies;
- g. Applying new technologies in the delivery of library services; and
- h. Working collaboratively with the Enrollment Management process as described in [Article 26: Enrollment Management](#).

14C.9 Additional Specific Standards For Faculty On Special Assignments/Coordinator Assignment(s) As Part Or All Of Their Primary Duty

In consultation with the unit member and the supervisor, the Level One Tenure Review Committee will develop standards appropriate to each unit member on Special Assignments/Coordinator Assignment(s) as his/her primary assignment. The standards shall be clearly related to the Special Assignments/Coordinator Assignment(s) and comparable in their level of specificity to the standards described above for the other categories of Faculty. The standards shall be approved in writing by the appropriate Vice President, within three (3) weeks of the first day of service. Where appropriate, working collaboratively in the enrollment management process as defined in [Article 26: Enrollment Management](#) is an expectation.

14D. Frequency And Timeline

The following procedures apply to faculty evaluation during the first four (4) Academic Years of Contract Faculty employment. The first contract is for one (1) Academic Year, the second contract is for one (1) Academic Year, and the last contract (third and fourth Academic Years) is for two (2) Academic Years. This frequency and timeline conform to AB 1725 guidelines.

14D.1 Spring Semester Hires—Faculty Members First Hired On Contract In The Spring Semester

Contract Faculty first hired in the Spring Semester begin the review process that Spring Semester and continue through the next Academic Year on a first Academic Year Contract (Education Code 87605). At least one (1) class or activity observation and student evaluation process shall occur in the first Spring Semester.

14E. Committees And Procedures

Evaluation for tenure involves a three (3) level committee structure:

14E.1 Level One Tenure Review Committee

- a. Membership and Selection of Members

The Level One Tenure Review Committee shall be composed of three (3) members (with an optional fourth member). Additionally, an observer shall be assigned by the Faculty Association. If an observer is not assigned by the Faculty Association by October 1 for Fall Semester hires or March 1 for mid-year hires, the untenured review process will continue as per the established deadlines without a Faculty Association observer except that the Faculty Association Grievance Officer may become the Faculty Association

observer at any time if requested by the Contract Faculty unit member. The Faculty Association observer shall function exclusively to monitor the Level One Tenure Review Committee on contractual due process issues.

The Faculty Association observer shall be privy to the Level One file, may attend all or some of the Level One meetings at his/her discretion and shall not be responsible for the substantive issues involving recommendation for contract renewal, dismissal or tenure (if appropriate).

- b. The appropriate Administrator.
- c. A tenured (Regular) Faculty unit member selected from the Contract Faculty unit member's Primary (or related) Discipline, appointed by mutual consent of Faculty from the Contract Faculty unit member's Primary Discipline (or division); or, in the event that consensus cannot be reached, appointed by the appropriate Administrator. See [Article 1.C.1h.](#) for definition of Primary Discipline.
- d. A tenured Faculty unit member from a discipline different from that of the Contract Faculty unit member may be appointed.
- e. Whenever possible, Committee members should be selected with a goal of reflecting both ethnic and gender diversity.
- f. The Contract Faculty unit member may challenge the Level One Tenure Review Committee composition by requesting a change of one (1) member of the Committee (the appropriate Administrator is not subject to exclusion by this process). The Contract Faculty unit member must request a change in his/her Level One Tenure Review Committee before the end of the first two (2) semesters of his/her Contract Faculty employment. The right to request a Level One Tenure Review Committee change shall lapse after that time. The replacement member to the Level One Tenure Review Committee will be appointed by the same body that chose the original Committee member. Additionally, either the Contract Faculty unit member or that unit member's Division may request the selection of a Level One Tenure Review Committee member from the District's other college. In order to select the optional fourth member of the Level One Tenure Review Committee, the Committee and the Contract Faculty unit member must reach mutual consent. With the exception of the right of the Contract Faculty unit member's one (1) Level One Tenure Review Committee member challenge defined above, the Committee shall remain the same for the entire four (4) Academic Years of Contractual employment unless a Committee member (either Faculty or Administrator) must be replaced due to a temporary leave, a break in District service or a change in assignment.

14E.2 Training

All members of Tenure Review Committees and Contract Faculty unit members shall receive training in the tenure evaluation process, when they are assigned to a Tenure Review Committee or if they have not received training within the last three (3) Calendar Years from the last date trained.

The training shall be conducted by the Faculty Association at each college.

The training will include process issues relevant to the tenure process including but not limited to:

- a. Following the stated timelines in this Article;
- b. Following up on all stated areas where the candidate needs improvement or has unsatisfactory performance;
- c. Formatting and implementing the Tenure Review Committees according to the guidelines in this Article;
- d. Providing timely feedback to the Contract Faculty unit member when the candidate needs to improve or is unsatisfactory so as to give the candidate an opportunity to remediate;
- e. Providing guidelines for the use of the negotiated evaluation forms.

14E.3 Faculty Hired On A Full-Time, Temporary Leave Replacement (TLR) Basis

All Faculty who are hired on a Full-time, Temporary Leave Replacement (TLR) basis shall be evaluated in accordance with this Article's first and second Academic Year reviews. Examples of Faculty hired in this manner include, but are not limited to, Faculty hired as Sabbatical Leave replacements and Faculty hired with non-permanent funds.

If the unit member with a Full-time Temporary Leave Replacement (TLR) assignment is hired for the immediately subsequent Academic Year in a Tenure Track position, the Level One Tenure Review Committee shall apply only one (1) Academic Year of the immediately prior Temporary Leave Replacement (TLR) Faculty service to the evaluation process of the Contract Faculty unit member's placement. Only one (1) Academic Year of the immediately prior Temporary Leave Replacement (TLR) Faculty service shall count toward the Tenure Review Process. It is understood that this provision shall apply regardless of whether the tenure track position is in the same or related discipline as the Temporary Leave Replacement (TLR) Faculty assignment.

14F. Methods For Instructional Faculty

14F.1 Professional Review

In the first Academic Year, the Contract Faculty unit member must submit a brief narrative description (one to three pages) of his/her Faculty assignment by October 1 for Fall Semester hires and March 1 for mid-year hires. In the second, third, and fourth Academic Years the Contract Instructional Faculty unit members must submit a written Professional Review (three to eight pages) to the supervisor by October 1. The Professional Review shall cover the Contract Instructional Faculty unit member's previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in the Articles titled "Faculty Standards"). (See [Articles 14C.1-5](#) and [14C.6.](#)) Faculty members first hired on a Contract Instructional Faculty basis in Spring Semester are also subject to the Professional Review process.

14F.2 Class Visits

In order to assess the professional effectiveness of the Contract Instructional Faculty unit member, the Level One Tenure Review Committee shall make a minimum of three (3) classroom visits according to [Article 14D.1](#) [typically one (1) visit by each Committee member].

a. Timing of the Visits

Under the first Academic Year contract, these visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, visits may occur any time from the Spring Semester of the first Academic Year (after the March 15 renewal date) through the Fall Semester of the second Academic Year. At least one of the three (3) visits should take place in the Spring Semester. Under the third, two Academic Year contract, visits may occur any time from the Spring Semester of the second Academic Year (after the March 15 renewal date) through the Fall Semester of the fourth Academic Year.

b. Procedures for the Visits

A standard negotiated college Class Visit Report Form shall be used. Visits may be unannounced, but shall occur with the consent of the Contract Instructional Faculty unit member. The Contract Instructional Faculty unit member may request that a particular visit not occur. If there is difficulty in coordinating a classroom visit, the Contract Instructional Faculty unit member and the Level One Tenure Review Committee member may schedule a specific visiting time. The evaluator shall meet privately with the Contract Instructional Faculty unit member to discuss the written report. (See [Appendix](#): Evaluation: Observation of Instruction Form - Online Class, Evaluation: Observation of Instruction Form - Math Emporium, Evaluation: Observation of Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium.)

Both people shall sign this negotiated Class Visit Report form. Additional visits may occur at the request of either the Level One Tenure Review Committee or the Contract Instructional Faculty unit member. For Contract Instructional Faculty unit members who teach primarily laboratory courses, this evaluation shall include visits in the laboratory setting.

When a Contract Instructional Faculty unit member has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Instructional Faculty unit member's performance. This information will serve as only one (1) part of input into the Contract Instructional Faculty unit member's evaluation, and this information will be shared first with the Contract Instructional Faculty unit member and then with the members of the Level One Tenure Review Committee. See [Articles 10F.3g](#) and k. for evaluation of on-line class.

c. **Additional Class Visits**

When additional relevant information (as defined by [Article 14F.4](#)) comes to the attention of the appropriate Administrator, the Contract Instructional Faculty unit member shall be subject to unannounced observations and evaluations by the appropriate Administrator into classrooms or work areas.

d. **Summary of Student Surveys**

A student survey shall normally be conducted in tandem with each of the classroom visits described above. Students shall be surveyed in no fewer than three (3) classes for each of the first and second Academic Year contracts. For the first and second Academic Year contracts, at least one (1) student survey should occur in the Spring Semester. Surveys for the third, two Academic Year contract shall occur during no fewer than two (2) classes in the Fall Semester for both Contract Academic Years. The Level One Tenure Review Committee shall be responsible for the distribution and collection of the surveys. The survey form used will be a standard negotiated form. The Level One Tenure Review Committee shall compile, analyze, and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the Level One Tenure Review Committee until after the end of each semester, and will then be returned to the Contract Instructional Faculty unit member by the Level Two Tenure Review Committee. In the case of programs in which students stay with an Instructional Faculty member for more than one (1) semester, and in order to protect student anonymity, the forms may be retained by the Level One Tenure Review Committee for two (2) to four (4) semesters. [See Appendix: Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, Evaluation: Student Response to Instruction Form - Online Class.](#)

e. **Classroom Materials**

Contract Instructional Faculty unit members shall provide the Level One Tenure Review Committee with a sampling of relevant instruction materials from classes, such as syllabi, sample tests, information sheets, and grading standards. This shall be done on a timeline as set forth at the initial meeting of the Contract Instructional Faculty unit member with the Level One Tenure Review Committee.

f. **Report of In-Class Visit**

The Contract Instructional Faculty unit member shall receive a written, signed report of the in-class visit within fifteen (15) working days of the occurrence of the visit. Where the in-class visit is conducted by a Level One Tenure Review Committee member, failure to provide this report in a timely fashion shall not be deemed to be a violation of the evaluation process.

14F.3 Appropriate Administrator's Review

The appropriate Administrator will write a review of the Contract Instructional Faculty unit member's performance, based upon information such as Class Visit Reports, the Contract Instructional Faculty unit member's narrative description of the assignment (first Academic Year) or Professional Review (second, third, and fourth Academic Years), the Contract Instructional Faculty unit member's

fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Instructional Faculty unit member to deliver and discuss the appropriate Administrator's Review, to inform the Contract Instructional Faculty unit member of the opportunity to attach a response, and to secure the Contract Instructional Faculty unit member's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Instructional Faculty unit member's response are then forwarded to the Level One Tenure Review Committee by December 1.

14F.4 Other Relevant Information

The Level One Tenure Review Committee Shall review any other relevant information that pertains to the Faculty Standards (see [Articles 14C.1-5](#) and [14C.6](#)). Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see [Article 16-1](#)). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Instructional Faculty unit member. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of the Contract Instructional Faculty unit member done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and the Level Two Tenure Review Committee, and the new information shall require the Level One Tenure Review Committee to reconvene and meet with the Contract Instructional Faculty unit member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Instructional Faculty unit member shall be submitted to the Level Two Tenure Review Committee per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level One Tenure Review Committee may revise its initial Level One Report and Recommendation.

14F.5 Meetings For Each Academic Year

a. Initial Meeting

The initial meeting of the Level One Tenure Review Committee and Contract Instructional Faculty unit member should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Committee will apprise the Contract Instructional Faculty unit member of the tenure review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.6](#)), the Professional Review, student surveys, class visits, classroom materials, appropriate Administrator's

review, other relevant information, meetings, and the Level One Tenure Review Committee Report.

b. Interim Meetings

Interim meetings are held as needed to apprise the Contract Instructional Faculty unit member of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Level One Tenure Review Committee shall meet with the instructor within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress. The Contract Instructional Faculty unit member shall respond in writing to each deficiency within five (5) working days after each meeting.

c. Additional Meetings

Additional meetings may occur during the tenure review process at the request of either the Contract Instructional Faculty unit member or the Level One Tenure Review Committee members.

d. Final Meeting

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Instructional Faculty unit member. This meeting should take place before the end of the Fall Semester. The Contract Instructional Faculty unit member shall be asked to sign two (2) copies of the Level One Tenure Review Committee Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Instructional Faculty unit member, and the other shall be forwarded as described below. This Level One Report shall be a fair and accurate summary of the information to the Level One Tenure Review Committee.

14F.6 Level One Tenure Review Committee Report

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Level One Tenure Review Committee's specific rationale for its recommendation, including reference to each of the methods listed in this policy. The Contract Instructional Faculty unit member may attach a response to the completed report that goes to the administration. The Level One Tenure Review Committee's Level One Report should be delivered, through the Contract Instructional Faculty unit member's appropriate Administrator, to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

14G. Methods For Counseling Faculty

14G.1 Professional Review

In the first Academic Year, the Contract Counseling Faculty unit member must submit a brief narrative description (one to three pages) of his/her Faculty assignment. It will include the Contract Counseling Faculty unit member's goals and objectives and an initial plan on how the counseling standards will be addressed during the evaluation period and will be submitted to the Level One Tenure Review Committee with copies to his/her appropriate Administrator. In the second, third, and fourth Academic Years Contract Counseling Faculty unit members must submit a written Professional Review to the Level One Tenure Review Committee and the appropriate Administrator by October 1 and March 1 for mid-year hires. The Professional Review (three to eight pages) shall cover the Contract Counseling Faculty unit member's previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in the Faculty Standards [see [Articles 14C.1-5](#) and [14C.7](#)]). Contract Counseling Faculty unit members first hired on Contract in Spring Semester are also subject to the Professional Review Process.

14G.2 Counseling Sessions

In order to assess the professional effectiveness of the Contract Counseling Faculty unit member, the Level One Tenure Review Committee members shall insure that three (3) separate observation visits of counseling sessions occur during each contract Academic Year.

a. Timing of the Visits

Under the first Academic Year contract, these visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, these visits may occur any time from the Spring Semester of the first Academic Year through the Fall Semester of the second Academic Year. At least one (1) of the three (3) visits should take place in the Spring Semester. Under the third, two (2) Academic Year contract, these visits may occur any time from the Spring Semester of the second Academic Year (after the March 15 renewal date) through the Fall Semester of the fourth Academic Year.

b. Procedures for the Visits

A negotiated Observation/Visit Form shall be used for counseling sessions. ([See Appendix](#): Evaluation: Counseling Faculty Performance Observation Form). Visits shall be unannounced, but shall occur with the consent of the Contract Counseling Faculty unit member and the student present. The Contract Counseling Faculty unit member may request that a particular visit not occur. If there is difficulty in coordinating a visit, the Contract Counseling Faculty unit member and the Level One Tenure Review Committee member may schedule a specific visiting time. The evaluator

shall meet privately with the Contract Counseling Faculty unit member to discuss the written report. Additional visits shall occur at the request of either the Level One Tenure Review Committee or the Contract Counseling Faculty unit member.

When a Contract Counseling Faculty unit member has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Counseling Faculty unit member's performance. This information will serve as only one (1) part of input into the Contract Counseling Faculty unit member's evaluation, and this information will be shared first with the Contract Counseling Faculty unit member and then with the members of the Level One Tenure Review Committee.

c. Additional Counseling Session Visits

When additional relevant information (as defined by [Article 14G.5](#)) comes to the attention of the appropriate Administrator, the Contract Counseling Faculty unit member shall be subject to unannounced observations and evaluations by the appropriate Administrator into classrooms or service areas.

d. Classroom

If the Contract Counseling Faculty unit member has an Instructional Faculty Load assignment for Load credit, the methods for evaluating Instructional Faculty will be used for that portion of the Contract Counseling Faculty workload.

e. Summary of Student Surveys

Students seeking counseling services shall be surveyed each semester for the first and second Academic Year Contract Counseling Faculty unit member. Surveys for the third, two (2) Academic Year contract shall occur once during the Fall Semester for both contract Academic Years. The Level One Tenure Review Committee shall be responsible for coordinating the distribution and collection of the surveys with the appropriate Administrator of Student Services at both colleges responsible for Contract Counseling Faculty unit members. The form used will be a standard negotiated survey form. The Level One Tenure Review Committee shall compile, analyze and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the Level One Tenure Review Committee until after the end of each semester and will be returned to the Contract Counseling Faculty unit member.

[See Appendix](#): Evaluation: Counseling Faculty Evaluation Form - Student Survey.

f. Report of the Visit

The Contract Counseling Faculty unit member shall receive a report of the visit within fifteen (15) working days of the date of the visit. Where the visit is conducted by a Level One Tenure Review Committee member, failure to provide this report in a timely fashion shall not be deemed to be a violation of the evaluation process.

14G.3 Coordination Assignments Of Contract Counseling Faculty

Contract Counseling Faculty unit members on Special Assignments are assigned coordination responsibilities which may range from the coordination of a particular college wide, counseling related function (i.e., transfer, student follow up, orientation) to the coordination of a comprehensive program providing the full range of counseling and student support services to a target group of students. The Level One Tenure Review Committee shall review information relevant to the coordination assignment(s) that may include assessment instruments that survey service delivery effectiveness; evaluate planning and leadership in relation to established unit goals and objectives; observe interpersonal and communication skills in the team setting via observations of staff meetings; and review additional applications relevant to unit organization.

14G.4 Appropriate Administrator's Review

The appropriate Administrator will write a review of the Contract Counseling Faculty unit member's performance, based upon information such as Counseling Faculty Session Reports, the Contract Counseling Faculty unit member's narrative description of the assignment (first Academic Year) or Professional Review (second, third and fourth Academic Years), the Contract Counseling Faculty unit member's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Counseling Faculty unit member to deliver and discuss the appropriate Administrator's Review, to inform the Contract Counseling Faculty unit member of the opportunity to attach a response, and to secure the Contract Counseling Faculty unit member's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Counseling Faculty unit member's response are then forwarded to the Level One Tenure Review Committee by December 1.

14G.5 Other Relevant Information

The Level One Tenure Review Committee shall review any other relevant information that pertains to the Faculty Standards (see [Articles 14C.1-5](#) and [14C.7](#)) and coordination assignment(s). Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see [Article 16-1](#)). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational

affiliations, or sexual preferences of the Contract Counseling Faculty unit member. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of the Contract Counseling Faculty unit member shall be done on negotiated student evaluation forms and shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and Level Two Tenure Review Committee, and the new information shall require the Level One Tenure Review Committee to reconvene and meet with the Contract Counseling Faculty unit member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Counseling Faculty unit member shall be submitted to the Level Two Tenure Review Committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level One Tenure Review Committee may revise its initial Level One Tenure Review Report and Recommendation.

14G.6 Meetings For Each Academic Year

a. Initial Meeting

The initial meeting of the Level One Tenure Review Committee and the Contract Counseling Faculty unit member should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Level One Tenure Review Committee will apprise the Contract Counseling Faculty unit member of the Tenure Review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.7](#), the Professional Review, counseling sessions, classroom surveys coordination assignment(s), the appropriate Administrator's Review, other relevant information and meetings, and the Level One Committee Tenure Review Report.

b. Interim Meetings

Interim meetings are held as needed to apprise the Contract Counseling Faculty unit member of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Committee shall meet with the Contract Counseling Faculty unit member within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress.

The Contract Counseling Faculty unit member shall respond in writing to each deficiency within five (5) working days after each meeting.

c. Additional Meetings

Additional meetings may occur during the Tenure Review process at the request of either the Contract Counseling Faculty unit member or the Level One Tenure Review Committee members.

d. Final Meeting

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Counseling Faculty unit member. This meeting should take place before the end of the Fall Semester. The Contract Counseling Faculty unit member shall be asked to sign two (2) copies of the Level One Tenure Review Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Counseling Faculty unit member, and the other shall be forwarded as described below. This Level One Tenure Review Committee Report shall be a fair and accurate summary of the information provided to the Level One Tenure Review Committee.

14G.7 Level One Tenure Review Committee Report

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Level One Tenure Review Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Level One Tenure Review Committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract Counseling Faculty unit member may attach a response to the completed report that goes to the administration. The Level One Tenure Review Committee's final report should be delivered, through the Contract Counseling Faculty unit member's appropriate Administrator, to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

14H. Methods For Library Faculty

14H.1 Professional Review

In the first Academic Year, the Contract Library Faculty unit member must submit a brief narrative description (one to three pages) of his/her faculty assignment. In the second, third, and fourth Academic Years, the Contract Library Faculty unit member must submit a written Professional Review (three to eight pages) to the supervisor by October 1 and March 1 for mid-year hires. The Professional Review shall cover the Contract Library Faculty unit member's previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in the Articles titled "Faculty Standards").

See [Articles 14C.1-5](#) and [14C.8](#). Contract Library Faculty unit members first hired on contract in Spring Semester are also subject to the Professional Review process.

14H.2 Observations

In order to assess the professional effectiveness of the Contract Library Faculty unit member, the Level One Tenure Review Committee shall make a total of three (3) observations of reference work during each contract, [typically one (1) observation by each Level One Tenure Review Committee member].

a. Timing of the Observations

Under the first Academic Year contract, visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, visits may occur any time from the Spring Semester of the first Academic Year (after the March 15 renewal date) through the Fall Semester of the second Academic Year. At least one of the three (3) visits should take place in the Spring Semester. Under the third, two (2) Academic Year contract, visits may occur any time from the Spring Semester of the second Academic Year (after the March 15 renewal date) through the Fall Semester of the fourth Academic Year.

b. Procedures for the Observations

A negotiated college Class Visit Report Form shall be used and adapted as appropriate. (See [Appendix](#): Evaluation: Library Faculty Observation Form.) Observations shall be unannounced, but shall occur with the consent of the Contract Library Faculty unit member. The Contract Library Faculty unit member may request that a particular observation not occur. If there is difficulty in coordinating an observation, the Contract Library Faculty unit member and the Level One Tenure Review Committee member may schedule a specific visiting time. The evaluator shall meet privately with the Contract Library Faculty unit member to discuss the written report. Both people shall sign the negotiated Librarian Performance Observation Report form. The evaluator shall meet privately with the contract Library Faculty unit member to discuss the written report. Additional observations shall occur at the request of either the Level One Tenure Review Committee or the Contract Library Faculty unit member.

When a Contract Library Faculty unit member has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Library Faculty unit member's performance. This information will serve as only one (1) part of input into the Contract Library Faculty unit member's evaluation, and this information will be shared first with the Contract Library Faculty unit member and then with the members of the Level One Tenure Review Committee.

c. Additional Observation Visits

When additional relevant information (as defined by [Article 14H.4](#)) comes to the attention of the appropriate Administrator, the Contract Library Faculty unit member shall be subject to unannounced observations and evaluations by the appropriate Administrator in classrooms or work areas.

d. Summary of Student Surveys

A survey will be conducted each semester for the first and second Academic Year Contract Library Faculty unit member. Surveys for the third, two (2) Academic Year contract shall occur during the Fall Semester of each Academic Year. Using a standard negotiated form, the survey will include both of the following: (a) a minimum of one (1) class of students participating in a library orientation, and (b) a minimum of thirty (30) students enrolled in library skills or requesting other library services. The Level One Tenure Review Committee shall compile, analyze, and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the Level One Tenure Review Committee until after the end of each semester and will then be returned to the Contract Library Faculty unit member. The student surveys will be developed collegially by the Library Faculty from both colleges. [See Appendix](#): Evaluation: Library Faculty Orientation - Student Survey Form.

e. Report of the Visit

The Contract Library Faculty unit member shall receive a report of the observation within fifteen (15) working days after the observation is completed. Where the visit is conducted by a Level One Tenure Review Committee member, failure to provide this Tenure Review Report in a timely fashion shall not be deemed to be a violation of the evaluation process.

14H.3 Appropriate Administrator's Review

The appropriate Administrator will write a review of the Contract Library Faculty unit member's performance, based upon information such as observation reports, the Contract Library Faculty unit member's narrative description of the assignment (first Academic Year) or Professional Review (second, third, and fourth Academic Years), the Contract Library Faculty unit member's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Library Faculty unit member to deliver and discuss the appropriate Administrator's Review, to inform the Contract Library Faculty unit member of the opportunity to attach a response, and to secure the Contract Library Faculty unit member's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Library Faculty unit member's response are then forwarded to the Level One Tenure Review Committee by December 1.

14H.4 Other Relevant Information

The Level One Tenure Review Committee shall review any other relevant information that pertains to the Faculty Standards as described above in Articles 14C.1-5 and 14C.8. Other relevant information pertinent to the evaluation process

may include documents from the Personnel File (see Article 16-1). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Library Faculty unit member. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of the Contract Library Faculty unit member shall be done on negotiated student evaluation forms and shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and Level Two Tenure Review Committee, and the new information shall require the Level One Tenure Review Committee to reconvene and meet with the Contract Library Faculty unit member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Library Faculty unit member shall be submitted to the Level Two Tenure Review Committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level One Tenure Review Committee may revise its initial Level One Tenure Review Report and Recommendation.

14H.5 Meetings For Each Academic Year

a. Initial Meeting

The initial meeting of the Level One Tenure Review Committee and Contract Library Faculty unit member should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Level One Tenure Review Committee will apprise the Contract Library Faculty unit member of the Tenure Review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.8](#), the Professional Review, observations, surveys, the appropriate Administrator's Review, other relevant information, meetings, and the Level One Tenure Review Committee Report.

b. Interim Meetings

Interim meetings are held as needed to apprise the Contract Library Faculty unit member of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Committee shall meet with the Contract Library Faculty unit member within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress.

The Contract Library Faculty unit member shall respond in writing to each deficiency within five (5) working days after each meeting.

c. Additional Meetings

Additional meetings may occur during the Tenure Review process at the request of either the Contract Library Faculty unit member or the Level One Tenure Review Committee members.

d. Final meeting

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Library Faculty unit member. This meeting should take place before the end of the Fall Semester. The Contract Library Faculty unit member shall be asked to sign two (2) copies of the Level One Tenure Review Committee Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Library Faculty unit member, and the other shall be forwarded as described below. This Level One Tenure Review Committee Report shall be a fair and accurate summary of the information provided to the Level One Tenure Review Committee.

14H.6 Level One Tenure Review Committee Report

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Level One Tenure Review Committee Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract Library Faculty unit member may attach any comments to the completed report that goes to the administration. The Level One Tenure Review Committee's final report should be delivered, through the Contract Library Faculty unit member's appropriate Administrator, to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

14I. Methods For Faculty On Special Assignments/Coordinators

[See Appendix](#): Evaluation: Special Assignment Faculty - Client Survey Form.

14I.1 Professional Review

In the first Academic Year, the Contract Faculty unit member on Special Assignments must submit a brief narrative description (one to three pages) of his/her Faculty assignment. In the second, third, and fourth Academic Years the Contract Faculty unit member on Special Assignments must submit a written Professional Review to the Level One Tenure Review Committee and the appropriate Administrator by October 1 and March 1 for mid-year hires. The Professional Review (three to eight pages) shall cover the Contract Faculty unit member on Special Assignments previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in Faculty

Standards in [Articles 14C.1-5](#) and [14C.9](#)). Contract Faculty unit members on Special Assignments first hired on Contract in Spring Semester are also subject to the Professional Review process.

141.2 Site Visits

In order to assess the professional effectiveness of the Contract Faculty unit member on Special Assignments, the Level One Tenure Review Committee members shall make three (3) site visits during each contract. (A site may be a workshop presented by the Contract Faculty unit member on Special Assignments, a meeting conducted, or other appropriate activities.)

a. Timing of the Visits

Under the first Academic Year contract, these visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, these visits may occur any time from the Spring Semester of the first Academic Year contract through the Fall Semester of the second Academic Year contract. Under the third, two (2) Academic Year contract, these visits may occur any time from the Spring Semester of the second Academic Year contract (after the March 15th renewal date) through the Fall Semester of the second Academic Year of the third contract.

b. Procedures for the Visits

A negotiated Workshop Visit Report Form shall be used. Visits shall be unannounced, but shall occur with the consent of the Contract Faculty unit member on Special Assignments. The Contract Faculty unit member on Special Assignments may request that a particular visit not occur. If there is difficulty in coordinating a visit, the Contract Faculty unit member on Special Assignments and the Level One Tenure Review Committee member may schedule a specific visiting time. Additional visits shall occur at the request of either the Level One Tenure Review Committee or the Contract Faculty unit member on Special Assignments. The evaluator shall meet privately with the Contract Faculty on Special Assignments to discuss the written report.

When a Contract Faculty on Special Assignments has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Faculty on Special Assignments' performance. This information will serve as only one (1) part of input into the Contract Faculty on Special Assignments' evaluation, and this information will be shared first with the Contract Faculty on Special Assignments and then with the members of the Level One Tenure Review Committee.

c. Additional Site Visits

When additional relevant information (as defined by [Article 14I.4](#) below) comes to the attention of the appropriate Administrator, the Contract Faculty unit member on Special Assignments shall be subject to unannounced observations and evaluations by the Division appropriate Administrator in Faculty work areas.

d. Surveys of Appropriate Clients

The Level One Tenure Review Committee, in consultation with the Contract Faculty unit member on Special Assignments and the supervisor, will identify the appropriate clients to be surveyed. Depending upon the nature of the specific assignment, these may include students, Faculty, Classified Professional staff, and/or Administrators. The Level One Tenure Review Committee shall be responsible for the distribution and collection of the surveys conducted on the negotiated form. The Level One Tenure Review Committee shall compile, analyze, and write a summary of the surveys, including an item-by-item tally of the responses. The forms will be retained by the Level One Tenure Review Committee until after the end of each semester, and will then be returned to the Contract Faculty unit member on Special Assignments. [See Appendix](#): Evaluation: Special Assignment Faculty - Client Survey Form.

e. Sample Work Products

Contract Faculty unit members on Special Assignments shall provide the Level One Tenure Review Committee with a sampling of relevant work products such as newsletters, flyers, reports, planning documents, and instructional materials developed. This shall be done on a timeline as set forth at the initial meeting of the Contract Faculty unit member on Special Assignments with the Level One Tenure Review Committee.

f. Report of the Site Visit

Contract Faculty unit members on Special Assignments shall receive a report of the Site Visit within fifteen (15) working days after the Site Visit occurred. Where the visit is conducted by a Level One Tenure Review Committee member, failure to provide this report in a timely manner shall not be deemed to be a violation of the evaluation process.

14I.3 Appropriate Administrator's Review

The appropriate Administrator will write a review of the Contract Faculty unit member on Special Assignments performance, based upon information such as visit reports, the Contract Faculty unit member on Special Assignment's narrative description of the assignment (first Academic Year) or Professional Review (second, third and fourth Academic Years), the Contract Faculty unit member on Special Assignment's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract

Faculty unit member on Special Assignments to deliver and discuss the appropriate Administrator's Review, to inform the Contract Faculty unit member on Special Assignments of the opportunity to attach a response, and to secure the Contract Faculty unit member on Special Assignment's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Faculty unit member on Special Assignments response are then forwarded to the Level One Tenure Review Committee by December 1.

14I.4 Other Relevant Information

The Level One Tenure Review Committee shall review any other relevant information that pertains to the Faculty Standards as described above ([Articles 14C.1-5](#) and [14C.9](#)). Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see [Article 16-1](#)). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Faculty unit member on Special Assignments. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of the Contract Faculty unit member on Special Assignments shall be done on negotiated student evaluation forms and shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and Level Two Tenure Review Committee, and the new information shall require the Level One Committee to reconvene and meet with the Contract Faculty unit member on Special Assignments, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Faculty unit member on Special Assignments shall be submitted to the Level Two Tenure Review Committee. The Level One Tenure Review Committee may revise its initial Level One Tenure Review Committee Report and Recommendation.

14I.5 Meetings For Each Academic Year

a. Initial Meeting

The initial meeting of the Level One Tenure Review Committee and Contract Faculty unit member on Special Assignments should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Level One Tenure Review Committee will apprise the Contract Faculty unit member on Special Assignments of the Tenure Review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.9](#), the Professional Review, site visits, surveys, sample work products, the appropriate Administrator's Review, other relevant information, meetings, and the Level One Tenure Review Committee Report.

b. Interim Meetings

Interim meetings are held as needed to apprise the Contract Faculty unit member on Special Assignments of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Committee shall meet with the Contract Faculty unit member on Special Assignments within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress.

The Contract Faculty unit member on Special Assignments shall respond in writing to each deficiency within five (5) working days after each meeting.

c. Additional Meetings

Additional meetings may occur during the Tenure Review process at the request of either the Contract Faculty unit member on Special Assignments or the Level One Tenure Review Committee members.

d. Final Meeting

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Faculty unit member on Special Assignments. This meeting should take place before the end of the Fall Semester. The Contract Faculty unit member on Special Assignments shall be asked to sign two (2) copies of the Level One Tenure Review Committee Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Faculty unit member on Special Assignments, and the other shall be forwarded as described below. This Level One Tenure Review Committee Report and Recommendations shall be a fair and accurate summary of the information to the Level One Tenure Review Committee.

141.6 Level One Tenure Review Committee Report

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Level One Tenure Review Committee Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Level One Tenure Review Committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract Faculty unit member on Special Assignments may attach any comments to the completed report that goes to the administration. The Level One Tenure Review Committee's final report should be delivered to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

14J. Level Two Tenure Review Committee

14J.1 Membership And Selection Of Members

The Level Two Tenure Review Committee shall be composed of two (2) members:

- a. Appropriate College Vice President, Academic Services or College Vice President, Student Services or designee(s);
- b. Lead instructor, program coordinator, or related division representative who is not a member of the Level One Tenure Review Committee, appointed by mutual agreement of the Faculty in the Contract Faculty unit member's Division or in the event consensus cannot be reached, appointed by the appropriate Administrator;
- c. The appropriate College Vice President, Academic Services or College Vice President, Student Services shall be responsible for assembling the Level Two Tenure Review Committee members. The appropriate Administrator may be a member of both the Level One Tenure Review and the Level Two Tenure Review Committees. Level One Tenure Review Committee members will be available for consultation with the Level Two Tenure Review Committee as needed.

14J.2 Training

Members of the Level Two Tenure Review Committee shall receive training in the tenure evaluation process and in following affirmative action guidelines.

14J.3 Methods

- a. The Level Two Tenure Review Committee reviews the recommendations of the Level One Tenure Review Committee. All materials from the Level One Tenure Review Committee shall be made available to the Level Two Tenure Review Committee. The Level Two Tenure Review Committee shall request a consultation with the Level One Tenure Review Committee in cases of clarification, procedural concerns, new substantiated information that has surfaced since the Level One Tenure Review Committee Report was written, and potential differences in the recommendation. If the Level One Tenure Review Committee votes against retention, the Contract Faculty unit member will be invited to meet with the Level Two Tenure Review Committee before it makes its decision. The Level Two Tenure Review Committee may request a meeting with the Contract Faculty unit member any time. The Contract Faculty unit member shall be notified in writing of any meeting with the Level Two Tenure Review Committee.
- b. Based upon the outcome of the work done by the Level One Tenure Review Committee, meeting(s) with the Contract Faculty unit member, and any other relevant information as defined by [Articles 14F.4, 14G.5, 14H.4, and 14I.4](#), the Level Two Tenure Review Committee will forward a recommendation for contract renewal, for dismissal, or for tenure (if appropriate) to the College President. The Level Two Tenure Review Committee's Report should be submitted to the College President by the end of the second week of instruction of Spring Semester.

- c. If the Level One Tenure Review Committee and the Level Two Tenure Review Committee disagree on their recommendations, then the Presidential Tenure Review Committee shall be formed.

14K. Presidential Tenure Review Committee

14K.1 Membership

The Presidential Tenure Review Committee shall be composed of three (3) or four (4) members:

- a. The College President;
- b. A Faculty member of the Level One Tenure Review Committee who is from the discipline; and
- c. One or both members of the Level Two Tenure Review Committee.

Members must support the majority recommendation made by their respective Committee.

14K.2 Methods

- a. All tenure review materials from the Level One Tenure Review Committee and the Level Two Tenure Review Committee shall be made available to the Presidential Tenure Review Committee.
- b. The Presidential Tenure Review Committee, after reviewing the recommendations of the respective committees, shall submit a recommendation to the District Chancellor for contract renewal, dismissal, or tenure (if appropriate). The recommendations of the Presidential Tenure Review Committee should be submitted to the District Chancellor's office by February 15, along with the review documents. The Chancellor will forward the documents to the Office of Human Resources.

14L. Outcome

14L.1 Procedures

The preceding Tenure Review procedure shall occur over the course of the four (4) Academic Year tenure consideration period.

14L.2 Recommendations For Academic Year One And Academic Year Two

Committee recommendations during the first Academic Year contract and the second Academic Year contract shall include only recommendations for renewal, or dismissal.²

²*Current Education Code (87608, 87608.5, 87609) permits the granting of tenure after the first or second Academic Years. However, the District and the Faculty Association have agreed, after consultation with the Faculty, not to utilize the early tenure option. Should guidelines and procedures for granting early tenure be developed, early tenure could be an additional option.*

14L.3 Recommendations For Academic Years Three And Four

Committee recommendations in the second Academic Year of the third, two (2) Academic Year contract shall include only recommendations for tenure or dismissal.

14L.4 Notification

The District Chancellor, through the action of the Board of Trustees, must notify the Contract Faculty unit member of the decision for contract renewal, dismissal, or tenure by March 15, according to the provisions set forth in the Education Code.

14M. Grievance

In the event the Contract Faculty unit member believes that the Tenure Review procedure was followed incorrectly, the Contract Faculty unit member may file a grievance in accordance with the guidelines set forth in this Agreement and the Education Code Section 87610.1. Nothing in this Article shall be construed to permit either the Faculty Association or a unit member to file a grievance to challenge the substance of any evaluation. Any grievance challenging the procedure utilized for an evaluation shall only first be filed after the completion of the annual evaluation process at issue.

The District and the Faculty Association recognize that Education Code Section 87610.1 permits either a Contract Faculty unit member who is denied Regular (tenured) status or the Faculty Association to challenge the decision.