

ARTICLE 14. UNTENURED FACULTY EVALUATION

14A. Purpose

In the granting of tenure, a peer review process will be used to ensure that probationary instructors demonstrate the qualities and performance necessary to meet professional responsibilities. Tenure derives from two sources: the authority of the Chabot-Las Positas Community College District Board of Trustees, who ensure 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 teachers 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 year for a probationary faculty member (hereafter referred to as a Contract unit member). In the normal process, the tenure committees, made up of faculty peers and administrators, recommend to the Board appropriate faculty for tenure.

This policy conforms to the provisions of AB 1725 and sections 87663 and 87664 of the 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 evaluatee.

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 instructors 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 appendices:

[Evaluation: Counselor Evaluation Form Student Survey](#)

[Evaluation: Counselor Performance Observation Form](#)

[Evaluation: Institutional Researcher: Client Survey Form](#)

[Evaluation: Librarian Performance Observation Form](#)

[Evaluation: Library Orientation: Student Survey Form](#)

[Evaluation: Observation of Instruction Form Online Class](#)

[Evaluation: Observation of Instruction Form: Math X](#)

[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 Online Class](#)

14B.4 Written Responses

The evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the evaluatee's Personnel File.

14B.5 Retention Data

Retention data may be used to alert the Level 1 evaluators that the Contract faculty person 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 member who voices an opinion or files a signed written opinion.

14C. Faculty Standards for All 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 teacher, counselor, librarian or faculty member on special assignment. The faculty are 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. 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

Faculty members are expected also 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, and on-campus staff development activities;
- c. Participate in program and subject area improvement tasks, such as revising and developing curricula, program review, articulation, and mentoring students and adjunct faculty member;

- d. Meet deadlines and submittal of discipline plans, schedules, grades and census reports; 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. Faculty may also participate in outreach activities to other educational segments and the community. First-year Contract faculty 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 faculty within a team teaching (see [Article 10D.2.e](#) for definition) class have adopted a required text, that text must be used unless the faculty 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 29: Enrollment Management](#).

14C.7 Additional Specific Standards for Counselors

- 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 29: 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 29: Enrollment Management](#).

14C.9 Additional Specific Standards for Instructors on Special Assignment/Coordinator Assignments as Part or All of Their Primary Duty

In consultation with the evaluatee and the supervisor, the Level-One Committee will develop standards appropriate to each Instructor on Special Assignment/ Coordinator Assignment as his/her primary assignment. The standards shall be clearly related to the special assignment/coordinator assignment 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 weeks of the first day of service. Where appropriate, working collaboratively in the enrollment management process as defined in Article 29: Enrollment Management is an expectation.

14D.1 Frequency and Timeline

The following procedures apply to faculty evaluation during the first four years of contract employment. The first-year contract is for one year, the second contract is for one year, and the last contract (third) is for two years. This frequency and timeline conform to AB 1725 guidelines.

14D.2 Spring Semester Hires—Faculty Members First Hired on Contract in the Spring Semester.

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

14E. Committees and Procedures

Evaluation for tenure involves a three-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 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 member. The Faculty Association observer shall function exclusively to monitor the 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 or her discretion and shall not be responsible for the substantive issues involving recommendation for contract renewal, dismissal or tenure (if appropriate).
- b. The Division Dean/supervisor.
 - c. A tenured faculty member selected from the Contract faculty member's primary (or related) discipline, appointed by mutual consent of faculty from the Contract faculty's primary discipline (or division), or, in the event that consensus cannot be reached, appointed by the Division Dean or supervisor.
 - d. A tenured faculty member from a discipline different from that of the Contract faculty member, appointed by the Faculty Senate from a pool of faculty members that reflects both ethnic and gender diversity.
 - e. Contract faculty may challenge the committee make-up by requesting a change of one member of the committee (the Dean is not subject to exclusion by this process). Contract faculty hired after July 1, 2003, must request a change in their committee before the end of the first two semesters of their Contract Faculty employment. The right to request a committee change shall lapse after that time. The replacement member to the committee will be appointed by the same body that chose the original committee member. Additionally, either the Contract faculty member or that member's Division may request the selection of a committee member from the District's other college. In order to select the optional fourth member of the committee, the Level-One Tenure Committee and the Contract faculty member must reach mutual consent. With the exception of the right of the Contract faculty member's one committee member challenge defined above, the Level-One Tenure Committee shall remain the same for the entire four (4) 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.
 - f. One of the two faculty members on the committee may serve as a mentor to the Contract faculty member unless circumstances preclude this.

14E.2 Training

All members of Tenure Review Committees and Contract faculty shall receive training in the tenure-evaluation process.

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 to this Article;
- d. Providing timely feedback to the tenure candidate 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 Basis

All faculty who are hired on a full-time, Temporary basis shall be evaluated in accordance with this Article's first and second 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 faculty member with a full-time Temporary assignment is hired for the immediately subsequent academic year in a tenure-track position, the Level One Review Committee shall apply only one year of the immediately prior temporary service to the evaluation process of the Contract faculty member's placement. Only one year of the immediately prior Temporary 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 assignment.

14F. Methods for Instructional Faculty

14F.1 Professional Review

In the first year, the tenure candidate must submit a brief narrative description (1-2 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 years tenure candidates must submit a written Professional Review (3-8 pages) to the supervisor by October 1. The Review shall cover the Contract faculty member's previous year of employment. The Review shall include information and ideas relevant, but not limited to, the standards for faculty evaluation (as expressed above under the section titled "Faculty Standards"). Faculty members first hired on Contract in Spring Semester are also subject to the review process.

14F.2 Class visits

In order to assess the professional effectiveness of Contract faculty member, the committee shall make a minimum of three classroom visits according to [Article 14D.1](#) (typically one visit by each committee member).

- a. **Timing of the visits.** Under the first-year contract, these visits shall be spaced so that no more than one visit occurs in any given week during the Fall Semester. Under the second-year contract, visits may occur any time from the Spring term of the first year (after the March 15 renewal date) through the Fall term of the second year. At least one of the three visits should take place in the Spring. Under the third, two-year contract, visits may occur any time from the Spring Semester of the second year (after the March 15 renewal date) through the Fall Semester of the fourth 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 faculty member. The Contract faculty member may request that a particular visit not occur. If there is difficulty in coordinating a classroom visit, the Contract faculty member and the committee member may schedule a specific visiting time. The evaluator shall meet privately with the tenure candidate to discuss the written report. (Appendices: [Evaluation: Observation of Instruction Form Online Class](#), [Evaluation: Observation of Instruction Form: Math X](#), [Evaluation: Observation of Instruction Form: Face to Face Class](#).) 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 faculty member. For Contract faculty member who teach primarily lab courses, this evaluation shall include visits in the lab setting. When a Contract faculty member has an off-site clinical assignment as part of his/her load, the respective program faculty will implement procedures on negotiated forms to obtain information from clinical staff regarding the instructor's performance. This information will serve as only one part of input into the Contract faculty member's evaluation, and this information will be shared first with the Contract faculty member and then with the members of the Level-One Committee.
- c. **Additional Class Visits.** When additional relevant information (as defined by [Article 14F.4](#)) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Summary of student surveys.** Students shall be surveyed in no fewer than two classes every semester for the first- and second-year contracts. Surveys for the third, two-year contract shall occur during no fewer than two classes in the Fall Semester for both contract years. The committee shall be responsible for the distribution and collection of the surveys. The survey form used will be a standard negotiated form. The 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 committee until

after the end of each semester, and will then be returned to the Contract faculty member by the Level-Two Committee. In the case of programs in which students stay with an instructor for more than one semester, and in order to protect student anonymity, the forms may be retained by the committee for two to four semesters. (See Appendices: [Evaluation: Student Response to Instruction Form Face to Face Class](#), [Evaluation: Student Response to Instruction Form Online Class](#).)

- e. **Classroom materials.** Contract faculty members shall provide the 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 faculty member with the Level-One Committee.
- f. **Report of In-Class Visit:** The Contract Faculty person shall receive a written, signed report of the in-class visit within 15 working days of the occurrence of the visit. Where the in-class visit is conducted by a committee member failure to timely provide this report shall not be deemed to be a violation of the evaluation process.

14F.3 Dean/Supervisor Review.

The Dean/Supervisor will write a review of the evaluatee's performance, based upon information such as Class Visit Reports, the evaluatee's narrative description of the assignment (first year) or Professional Review (second, third, and fourth years), evaluatee's fulfillment of collegial responsibilities, and other relevant information. The Dean/Supervisor will meet with the evaluatee to deliver and discuss the Dean/Supervisor Review, to inform the evaluatee of the opportunity to attach a response, and to secure the evaluatee's signature acknowledging receipt of the Dean/Supervisor Review. The signed Dean/Supervisor Review and any Evaluatee Response are then forwarded to the Level-One Committee by December 1.

14F.4 Other Relevant Information

The committee shall review any other relevant information that pertains to the Faculty Standards. Other relevant information pertinent to the evaluation process may include documents from the Personnel File. The committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the Dean/Supervisor has and which is relevant to the faculty standards shall be shared with the Level-One Committee and Level-Two Committee, and the new information shall require the Level-One

Committee to reconvene and meet with the Contract faculty member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and Chancellor or their designee. The response from the Level-One Committee and from the Contract faculty member shall be submitted to the Level-Two Committee per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level-One Committee may revise its initial Level-One Report and recommendation.

14F.5 Meetings for Each Year

- a. **Initial meeting.** The initial meeting of the Level-One Committee and Contract faculty member should occur in early October. The Division Dean or supervisor shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract faculty member of the tenure-review procedures, including faculty standards, professional review, student surveys, class visits, classroom materials, Dean/Supervisor review, other relevant information, meetings, and Level-One Report.
- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract faculty member of progress and findings. Should the committee detect possible performance deficiencies, the 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 faculty 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 faculty member or committee members.
- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract faculty member. This meeting should take place before the end of the Fall Semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, 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 Committee.

14F.6 Level-One Report

The committee shall forward its recommendations to the appropriate college officer (Chief Instructional Officer or Chief Student Services

Officer) 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 committee member. Included with the recommendation shall be the committee's specific rationale for its recommendation, including reference to each of the methods listed in this policy. The Contract faculty member may attach a response to the completed report that goes to the administration. The Level-One Committee's Level-One Report should be delivered, through the evaluatee's Dean/Supervisor, to the appropriate college officer (Chief Instructional Officer/Chief Student Services Officer) by December 16.

14G. Methods for Counselors

14G.1 Professional Review

In the first year, the tenure candidate must submit a brief narrative description of his/her faculty assignment. It will include the counselor faculty 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 Committee with copies to his/her Dean/Supervisor. In the second, third, and fourth years tenure candidates must submit a written Professional Review to the Level-One Committee and the Dean/Supervisor by ~~September 10th~~ October 1. The Review shall cover the Contract faculty member's previous year of employment. The Review shall include information and ideas relevant, but not limited, to the standards for faculty evaluation (as expressed in Faculty Standards). Faculty members first hired on Contract in Spring Semester are also subject to the Review Process.

14G.2 Counseling Sessions

In order to assess the professional effectiveness of Contract counseling faculty, Level-One Committee members shall insure that three separate observation visits of counseling sessions occur during each contract year.

- a. **Timing of the visits.** Under the first-year contract, these visits shall be spaced so that no more than one visit occurs in any given week during the Fall Semester. Under the second-year contract, these visits may occur any time from the Spring term of the first year through the Fall term of the second year. At least one of the three visits should take place in the Spring. Under the third, two-year contract, these visits may occur any time from the Spring Semester of the second year (after the March 15 renewal date) through the Fall Semester of the fourth year.
- b. **Procedures for the visits.** A negotiated Observation/Visit Form shall be used for counseling sessions. (See Appendix: [Evaluation: Counselor Performance Observation Form](#)). Visits shall be unannounced, but shall occur with the consent of the Contract

faculty member and the student present. The Contract faculty member may request that a particular visit not occur. If there is difficulty in coordinating a visit, the Contract faculty member and the committee member may schedule a specific visiting time. Additional visits shall occur at the request of either the Level-One Committee or the Contract faculty member.

- c. **Additional counseling session visits.** When additional relevant information (as defined by [Article 14G.5](#)) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Classroom.** If the Counseling Faculty member has an instructional load assignment for load credit, the methods for evaluating instructional faculty will be used for that portion of the counselor faculty workload.
- e. **Summary of Student Surveys.** Students seeking counseling services shall be surveyed each term for the first and second-year Contract faculty member. Surveys for the third, two-year contract shall occur once during the Fall term for both contract years. The committee shall be responsible for coordinating the distribution and collection of the surveys with the appropriate Dean of Students Services at both colleges responsible for counseling. The form used will be a standard negotiated survey form. The 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 committee until after the end of each term and will be returned to the Contract counselor faculty member. (See Appendix: [Evaluation: Counselor Evaluation Form: Student Survey.](#))
- f. **Report of the Visit.** Contract faculty shall receive a report of the visit within 15 working days of the date of the visit. Where the in-class visit is conducted by a committee member failure to timely provide this report shall not be deemed to be a violation of the evaluation process.

14G.3 Coordination Assignments

Counselors on special assignment 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 committee shall review information relevant to the coordination assignment which may include assessment instruments which 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 Dean/Supervisor Review

The Dean/Supervisor will write a review of the evaluatee's performance, based upon information such as class visit reports, the evaluatee's narrative description of the assignment (first year) or Professional Review (second, third and fourth years), evaluatee's fulfillment of collegial responsibilities, and other relevant information. The Dean/Supervisor will meet with the evaluatee to deliver and discuss the Dean/Supervisor Review, to inform the evaluatee of the opportunity to attach a response, and to secure the evaluatee's signature acknowledging receipt of the Dean/Supervisor Review. The signed Dean/Supervisor Review and any Evaluatee Response are then forwarded to the Level-One Committee by December 1.

14G.5 Other Relevant Information

The committee shall review any other relevant information that pertains to the Faculty Standards and coordination assignments. Other relevant information pertinent to the evaluation process may include documents from the Personnel File. The committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the Dean/Supervisor has and which is relevant to the faculty standards shall be shared with the Level-One Committee and Level-Two Committee, and the new information shall require the Level-One Committee to reconvene and meet with the Contract faculty, who shall be given an opportunity to respond in writing within a timeline agreed upon between the FA President and Chancellor or their designee(s). The response from the Level-One Committee and from the Contract faculty shall be submitted to the Level-Two Committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level-One Committee may revise its initial Level-One Report and recommendation.

14G.6 Meetings for Each Year

- a. **Initial meeting.** The initial meeting of the Level-One Committee and Contract counselor should occur in early October. The Division Dean/ Supervisor shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract counselor of the tenure-review procedures, including faculty standards, the professional review, counseling sessions, classroom

- surveys coordination assignments, Dean/Supervisor review, other relevant information and meetings.
- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract counselor of progress and findings. Should the committee detect possible performance deficiencies, the committee shall meet with the counselor 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 member shall respond in writing to each deficiency within five (5) working days after each meeting.
 - c. **Additional meeting.** Additional meetings may occur during the tenure-review process at the request of either the Contract faculty member or committee members.
 - d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract counselor. This meeting should take place before the end of the Fall Semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, and the other shall be forwarded as described below. This Level-One Report shall be a fair and accurate summary of the information provided to the Level-One Committee.

14G.7 Level-One Report

The committee shall forward its recommendations to the appropriate college officer (Chief Instructional Officer or Chief Student Services Officer) 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 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 counselor may attach a response to the completed report that goes to the administration. The Level-One Committee's final report should be delivered, through the evaluatee's Dean/Supervisor, to the appropriate college officer (Chief Instructional Officer/Chief Student Services Officer) by December 16.

14H. Methods for Librarians

14H.1 Professional Review

In the first year, the tenure candidate must submit a brief narrative description of his/her faculty assignment. In the second, third, and fourth years, tenure candidates must submit a written Professional Review to the supervisor by ~~September 10~~ October 1. The review shall cover the Contract librarian's previous year of employment. The review shall include information and ideas relevant but not limited to the standards for faculty evaluation (as expressed above under the section titled "Faculty Standards") Faculty members first hired on contract in Spring Semester are also subject to the review process.

14H.2 Observations

In order to assess the professional effectiveness of Contract faculty member, the committee shall make a total of three observations of reference work during each contract, (typically one observation by each committee member).

- a. **Timing of the observations.** Under the first-year contract, visits shall be spaced so that no more than one visit occurs in any given week during the Fall Semester. Under the second-year contract, visits may occur any time from the Spring term of the first year (after the March 15 renewal date) through the Fall term of the second year. At least one of the three visits should take place in the Spring. Under the third, two-year contract, visits may occur any time from the Spring Semester of the second year (after the March 15 renewal date) through the Fall Semester of the fourth year.
- b. **Procedures for the observations.** A negotiated college Class Visit Report form shall be used and adapted as appropriate. (See Appendix: [Evaluation: Librarian Performance Observation Form](#).) Observations shall be unannounced, but shall occur with the consent of the Contract librarian. The Contract librarian may request that a particular observation not occur. If there is difficulty in coordinating an observation, the Contract librarian and the committee member may schedule a specific visiting time. The evaluator shall meet privately with the tenure candidate to discuss the written report. Both people shall sign the negotiated Class Visit Report form. Additional observations shall occur at the request of either the Level-One Committee or the Contract faculty member.
- c. **Additional observation visits.** When additional relevant information (as defined by [Article 14H.4](#)) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.

- d. **Summary of Student Surveys.** A survey will be conducted each semester for the first- and second-year Contract librarian. Surveys for the third, two-year contract shall occur during the Fall Semester of each year. Using a standard negotiated form, the survey will include both of the following: (a) a minimum of one class of students participating in a library orientation, and (b) a minimum of thirty students enrolled in library skills or requesting other library services. The 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 committee until after the end of each semester and will then be returned to the Contract librarian. The student surveys will be developed collegially by the librarians from both colleges. (See Appendix: [Evaluation: Library Orientation: Student Survey Form](#)).
- e. **Report of the Visit.** Contract faculty shall receive a report of the observation within fifteen (15) working days after the observation is completed. Where the in-class visit is conducted by a committee failure, to timely provide this report shall not be deemed to be a violation of the evaluation process.

14H.3 Dean/Supervisor Review

The Dean/Supervisor will write a review of the evaluatee's performance, based upon information such as observation reports, the evaluatee's narrative description of the assignment (first year) or Professional Review (second, third, and fourth years), evaluatee's fulfillment of collegial responsibilities, and other relevant information. The Dean/Supervisor will meet with the evaluatee to deliver and discuss the Dean/Supervisor Review, to inform the evaluatee of the opportunity to attach a response, and to secure the evaluatee's signature acknowledging receipt of the Dean/Supervisor Review. The signed Dean/Supervisor Review and any Evaluatee Response are then forwarded to the Level-One Committee by December 1.

14H.4 Other Relevant Information

The committee shall review any other relevant information that pertains to the Faculty Standards as described above. Other relevant information pertinent to the evaluation process may include documents from the Personnel File. The committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the Dean/Supervisor has and which is relevant to the faculty standards shall be shared with the Level-One Committee and Level-Two Committee, and the new information shall

require the Level-One Committee to reconvene and meet with the Contract faculty, who shall be given an opportunity to respond in writing within a timeline agreed upon between the FA President and Chancellor or their designee(s). The response from the Level-One Committee and from the Contract faculty shall be submitted to the Level-Two Committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level-One Committee may revise its initial Level-One Report and recommendation.

14H.5 Meetings for each year

- a. **Initial meeting.** The initial meeting of the Level-One Committee and Contract librarian should occur in early October. The appropriate Dean shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract librarian of the tenure-review procedures, including faculty standards, the Professional Review, observations, surveys, Dean/Supervisor review, other relevant information, meetings, and Level-One Report.
- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract librarian of progress and findings: Should the committee detect possible performance deficiencies, the committee shall meet with the librarian 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 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 librarian or committee members.
- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract librarian. This meeting should take place before the end of the Fall Semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, and the other shall be forwarded as described below. This Level-One Report shall be a fair and accurate summary of the information provided to the Level-One Committee.

14H.6 Level One Report

The committee shall forward its recommendations to the appropriate college officer (Chief Instructional Officer or Chief Student Services

Officer) 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 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 librarian may attach any comments to the completed report that goes to the administration. The Level-One Committee's final report should be delivered, through the evaluatee's Dean/Supervisor, to the appropriate college officer (Chief Instructional Officer/Chief Student Services Officer) by December 16.

14I. Methods for Instructors on Special Assignment/Coordinators

(See Appendix: [Evaluation: Institutional Researcher: Client Survey Form.](#))

14I.1 Professional Review

In the first year, the tenure candidate must submit a brief narrative description of his/her faculty assignment. In the second, third, and fourth years tenure candidates must submit a written Professional Review to the Level-One Committee and the Dean/Supervisor by ~~September 10th~~ October 1. The Review shall cover the Contract faculty member's previous year of employment. The Review shall include information and ideas relevant, but not limited, to the standards for faculty evaluation (as expressed in Faculty Standards). Faculty members first hired on Contract in Spring Semester are also subject to the review process.

14I.2 Site Visits

In order to assess the professional effectiveness of Contract faculty member, committee members shall make three site visits during each contract. (A site may be a workshop presented by the evaluatee, a meeting conducted, or other appropriate activities.)

- a. **Timing of the Visits.** Under the first-year contract, these visits shall be spaced so that no more than one visit occurs in any given week during the Fall term. Under the second-year contract, these visits may occur any time from the Spring term of the first-year contract through the Fall Semester of the second-year contract. Under the third, two-year contract, these visits may occur any time from the Spring Semester of the second-year contract (after the March 15th renewal date) through the Fall Semester of the second 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 member. The Contract faculty member may request that a particular visit not occur. If there is difficulty in coordinating a classroom visit, the Contract faculty

member and the committee member may schedule a specific visiting time. Additional visits shall occur at the request of either the Level-One Committee or the Contract faculty member.

- c. **Additional site visits.** When additional relevant information (as defined by Article 14I.4) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Surveys of Appropriate Clients.** The Level-One Committee, in consultation with the evaluatee 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 staff, administrators. The committee shall be responsible for the distribution and collection of the surveys conducted on the negotiated form. The 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 committee until after the end of each semester, and will then be returned to the Contract faculty member. (See Appendix: [Evaluation: Institutional Researcher: Client Survey Form.](#))
- e. **Sample Work Products.** Contract faculty member shall provide the 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 member with the Level-One Committee.
- f. **Report of the Site Visit:** Contract faculty shall receive a report of the Site Visit within 15 working days after the Site Visit occurred. Where the in-class visit is conducted by a committee member failure to timely provide this report shall not be deemed to be a violation of the evaluation process.

14I.3 Dean/Supervisor Review

The Dean/Supervisor will write a review of the evaluatee's performance, based upon information such as class visit reports, the evaluatee's narrative description of the assignment (first year) or Professional Review (second, third and fourth years), evaluatee's fulfillment of collegial responsibilities, and other relevant information. The Dean/Supervisor will meet with the evaluatee to deliver and discuss the Dean/Supervisor Review, to inform the evaluatee of the opportunity to attach a response, and to secure the evaluatee's signature acknowledging receipt of the Dean/Supervisor Review. The signed Dean/Supervisor Review and any Evaluatee Response are then forwarded to the Level-One Committee by December 1.

14I.4 Other Relevant Information

The committee shall review any other relevant information that pertains to the Faculty Standards as described above. Other relevant information pertinent to the evaluation process may include documents from the Personnel File. The committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the Dean/Supervisor has and which is relevant to the faculty standards shall be shared with the Level-One Committee and Level-Two Committee, and the new information shall require the Level-One Committee to reconvene and meet with the Contract faculty, who shall be given an opportunity to respond in writing within a timeline agreed upon between the FA President and Chancellor or their designee. The response from the Level-One Committee and from the Contract faculty shall be submitted to the Level-Two Committee. The Level-One Committee may revise its initial Level-One Report and recommendation.

14I.5 Meetings for each year

- a. **Initial meeting.** The initial meeting of the Level-One Committee and Contract faculty member should occur in early October. The Division Dean/Supervisor shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract faculty member of the tenure-review procedures, including faculty standards, the Professional Review, site visits, surveys, sample work products, Dean/Supervisor review, other relevant information, meetings, and Level-One Report.
- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract faculty member of progress and findings: Should the committee detect possible performance deficiencies, the committee shall meet with the instructor on special assignment 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 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 faculty member or committee members.

- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract faculty member on special assignment. This meeting should take place before the end of the Fall Semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, 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 Committee.

14I.6 Level-One Report

The committee shall forward its recommendations to the appropriate college officer (Chief Instructional Officer or Chief Student Services Officer) 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 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 faculty member may attach any comments to the completed report that goes to the administration. The Level-One Committee's final report should be delivered to the appropriate college officer (Chief Instructional Officer/Chief Student Services Officer) by December 16.

14J. Level-Two Committee

14J.1 Membership and Selection of Members

The Level-Two Committee shall be composed of two members:

- a. Appropriate college officer (or representative) (Chief Instructional Officer/Chief Student Services Officer);
- b. Lead instructor, program coordinator, or related division representative who is not a member of the Level-One Committee, appointed by mutual agreement of faculty in the Contract faculty member's division or in the event consensus cannot be reached, appointed by the Dean or supervisor;
- c. The Chief Instructional Officer/Chief Student Services Officer shall be responsible for assembling the committee members. The Dean or supervisor may be a member of both the Level-One and Level-Two Committees. Level-One Committee members will be available for consultation with the Level-Two Committee as needed.

14J.2 Training

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

14J.3 Methods

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

14K. Presidential Committee

14K.1 Membership

The Presidential Committee shall be composed of three or four members:

- a. The College President;
- b. A faculty member of the Level-One Committee who is from the discipline;
- c. One or both members of the Level-Two Committee.
- d. Members must support the majority recommendation made by their committee.

14K.2 Methods

- a. All tenure-review materials from the Level-One Committee and the Level-Two Committee shall be made available to the Presidential Committee.
- b. The Presidential 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 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-year tenure-consideration period.

14L.2 Recommendations for Year One and Year Two

Committee recommendations during the first-year contract and the second-year contract shall include only recommendations for renewal,¹ or dismissal.

14L.3 Recommendations for Year Four

Committee recommendations in the second year of the third, two-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 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 member believes that the tenure review procedure was followed incorrectly, the Contract faculty member may file a grievance in accordance with the guidelines set forth in the Collective Bargaining 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 a Contract faculty employee who is denied Regular (tenured) status (or the Faculty Association) to challenge the decision.

¹Current Education Code (87608, 87608.5, 87609) permits the granting of tenure after the first or second 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.