



ACADEMIC SENATE

**GUIDELINES
FOR IMPLEMENTATION
OF THE TENURE PROCESS**

Revised December 2015

*Tenure Philosophy Statement,
Revised by Academic Senate,
May 12, 2022*

College of the Canyons

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This guide is intended as a reference for all members of a faculty Tenure Evaluation Committee. Its purpose is to ensure consistency and clarify the procedures for the tenure evaluation process. For the tenure evaluation process to be perceived as honest and fair, the process should have clearly defined timelines, requirements, and methods for appeal and/or remediation. Confidentiality is integral to tenure evaluation process.

The information regarding the implementation of the tenure process at College of the Canyons is from Article 7 of the COCFA Contract, *Evaluation of Contract (Probationary Contract and Temporary) Faculty Members*, and references to specific sections of that article are included throughout this paper. The Academic Senate recommends that Tenure Evaluation Committees always review and follow the most current COCFA contract.

ADOPTED COC ACADEMIC SENATE TENURE PHILOSOPHY STATEMENT ON PRINCIPLES AND ETHICAL CONSIDERATIONS FOR THE TENURE PROCESS

The purpose of the evaluation process is to “improve instruction, counseling, and other educational services through the periodic evaluation of contract and regular faculty” (COCFA Collective Bargaining Agreement). Contract faculty is defined as probationary contract or temporary faculty member.

The primary obligation of all faculty, and indeed of all employees of the California Community College System, is to promote excellence in student learning and student service (ASCCC, 2013 *Sound Principals for Faculty Evaluation*).

Hiring does not guarantee tenure. Contract faculty must undergo a rigorous four year process, which demands proof of successful professional instructional and non-instructional performance. The primary responsibility of addressing evaluator performance and improvement recommendations rests with the contract faculty member being evaluated.

While all feedback should be presented as constructively as possible, faculty evaluators must not shy away from their responsibilities to acknowledge significant problems if such problems exist and to recommend serious corrective actions when necessary (ASCCC, 2013 *Sound Principals for Faculty Evaluation*).

The contract faculty member and the Tenure Evaluation Committee must adhere to the ethics of the profession as iterated in Board Policy 3050 *Statement of Professional Ethics* (Appendix A) throughout the tenure evaluation process.

In order to make the evaluations honest and meaningful, colleges must establish an environment in which faculty excellence and success are acknowledged and celebrated, in which suggestions for further improvement and growth are expected and welcomed, and in which both the evaluators and the evaluatee are comfortable with candid discussion of areas for improvement (ASCCC, 2013 *Sound Principals for Faculty Evaluation*).

Faculty evaluations can and should be a valuable tool for acknowledging and examining faculty performance and for improving student learning. They should help to demonstrate and encourage

faculty members' engagement with the academic community and participation in college activities, including college governance. They should also offer an opportunity for professional and personal development as colleagues mentor each other and discuss the best approaches and techniques to help students succeed (ASCCC, 2013 *Sound Principals for Faculty Evaluation*).

In addition to the primary responsibilities for which a faculty member has been hired, recommended expectations of involvement in the college community should be part of the tenure evaluation process. It is expected that collegial participation will be maintained in subsequent semesters of service. This would lay the foundation for continued participation in the college community as regular tenured faculty and would align with the COCFA Collective Bargaining Agreement.

The privilege of tenure should be granted only upon satisfaction to the evaluators that the evaluatee will enrich the college and meet all facets of their assigned and contractually obligated professional duties throughout their career.

TENURE EVALUATION COMMITTEE

I. Composition

Each contract faculty member will be assigned an Evaluation Committee consisting of three (3) members. (COCFA Contract, Article 7.A.1) The committee will consist of a faculty member appointed by the Academic Senate President from within the contract faculty's division who will serve as the Chair of the Committee (preferably the Department Chair or someone from the hiring committee); a second faculty member appointed by the Academic Senate President from outside the contract faculty's division who will serve as the Peer Evaluator; and the CIO or his/her designee who will serve as the Administrator Evaluator. (COCFA Contract, Article 7.A.2) Administrator Evaluator is generally, but not always the contract faculty's School/Division Dean.

II. Term of Committee Members

The members of the Evaluation Committee will serve on the committee until the contract faculty member has been granted tenure or until whose contract has not been renewed. (COCFA Contract, Article 7.A.4)

If a faculty member wishes to be removed from the Evaluation Committee, he/she must petition the Academic Senate President, stating the reason for wishing to be released. If the reason has merit, and if there is no objection by the contract faculty member, then the faculty member may be released from the Tenure Evaluation Committee. Another faculty member will be appointed by the Academic Senate President to fill the vacancy. (COCFA Contract, Article 7.G.2)

A contract faculty member has the right to make one challenge, without cause, to remove a member of the Evaluation Committee. This challenge may be made at any time in the tenure evaluation process, but can be exercised only once during the entire tenure evaluation process. The challenge must be delivered in writing to the Academic Senate President or the CIO. The challenged committee member will be replaced by a new faculty member appointed by the Academic Senate President or CIO as appropriate. The replacement shall be effective at the beginning of the next regular semester. (COCFA Contract, Article 7.G.3)

III. Responsibilities of Evaluation Committees

The tenure evaluation is an extension of the search and selection process and attempts to determine a contract faculty's knowledge and abilities to perform the job duties as outlined in the job announcement and the COCFA collective bargaining agreement. The Evaluation Committee will follow the tenure review requirement and use the negotiated evaluation forms as outlined in the COCFA collective bargaining agreement, see Article 7.A.5 of the COCFA Contract.

The Evaluation Committee may consider the input of the appropriate Department Chair and/or Division Dean, or appropriate Division Level administrator. (COCFA Contract, Article 7.A.6) If required, strategies for remediation should be discussed as soon as appropriate. More details about remediation are given below in a separate section.

SEMESTER TIMELINE FOR EVALUATION COMMITTEES OF INSTRUCTIONAL FACULTY

1. Initial Conference (To be held as close to the first 3 weeks of the semester as possible)
The purpose of the initial conference for teaching faculty is to familiarize the other members of the committee with the objectives of the courses to be evaluated, nonB classroom responsibilities, and teaching methods. (COCFA Contract Article 7.B.1) Initial Tenure Conference Suggested Agenda is provided in Appendix B and includes suggested materials that should be brought to the meeting. The contract faculty member will:
 - a) Submit for evaluation two (2) of the course that he/she is currently teaching. (COCFA Contract Article 7.B.1.a)
 - b) Present a copy of the course objectives to the other members of the committee and explain the nature of the course and discuss his/her teaching methods, examinations, assignments, etc. as they relate to the stated objectives. (COCFA Contract Article 7.B.1.bBc) Typically, the course objectives are presented along with or as part of the course syllabi.
 - c) Identify other nonBclassroomBrelated responsibilities as listed on the official job announcement. (COCFA Contract Article 7.B.1.d)
 - d) Establish numbers of and dates for classroom visitations, include online courses. If applicable, the contract faculty member should make him/herself available to demonstrate the online class to the committee member evaluating the class. (Additional information is provided in COCFA Contract Article 7.C.1.b)
2. Student Evaluations
The student evaluation of faculty questionnaire will be administered in each class taught by the contract faculty member by a person other than the contract faculty member.

The standardized student evaluation instrument (Student Evaluation Survey, Appendix C) as developed by a faculty/administrator committee and approved by COCFA and the CIO shall be used. Completed forms will be delivered to the Instruction Office. (COCFA Contract Article 7.C.1.c(1))

Only tabulated scores will be sent to the individual contract faculty member, his/her Evaluation Committee and the CIO prior to the submission of the final grades. To ensure the anonymity of student comments, written student responses on the evaluation form will be sent to the individual contract faculty member, his/her Evaluation Committee and the CIO after the final grades have been submitted. (COCFA Contract Article 7.C.1.c(1))

- a) Printouts for each section will be provided to the contract faculty member. (COCFA Contract Article 7.C.1.c(1)(a))
- b) The contract faculty member will review the printouts with the Evaluation Committee and identify methods proposed to remedy any deficiencies reported. The contract faculty member will retain possession of written student comments and a copy of tabulated scores. (COCFA Contract Article 7.C.1.c(1)(b))
- c) Student evaluation will be used to improve instruction, not as a determinant of employee status and will remain confidential to those outside of the tenure process. (COCFA Contract Article 7.C.1.c(1)(c))

3. SelfEvaluation (Due one week before the Semester Review Conference)

The contract faculty member will prepare a written selfBevaluation report and present copies to all committee members one week before the review conference. Reflection on the SLOs results/data in the selfBevaluation will not be used or viewed in a negative manner. (COCFA Contract Article 7.C.1.a) A Guide for Self Evaluation Tenured and Tenure Track Faculty is provided in Appendix D. The report shall include, but may not be limited to:

- a) Objectives for the continued improvement of instruction based on the relationship of instruction to the course objectives, the tabulated scores of the student evaluations, student achievement, and additional criteria the contract faculty member deems relevant to his/her current assignment. (COCFA Contract Article 7.C.1.a(1))
- b) Participation in nonBclassroom related activities, which may include professional growth and FLEX activities, committee assignments, relevant community involvement, and/or student activities plus objectives for continued involvement in these areas. (COCFA Contract Article 7.C.1.a(2))
- c) A professional development plan including but not limited to FLEX activities that aligns with departmental goals. (COCFA Contract Article

7.C.1.a(3))

- d) To what extent the objectives for the improvement of instruction, participation in professional development activities, relevant community involvement and committee assignments stated in the contract faculty member's last report (if applicable) have been met. (COCFA Contract Article 7.C.1.a(4))

4. Classroom Visitations (Reports due at least three days before the Semester Review Conference)

The members of the Evaluation Committee will, individually, visit the contract faculty member's classes. The classroom visitations/observations will be for at least one contact hour of that particular session. Written reports (Appendix E) of the visitations/observations will be made independently by the committee members and copies will be given to the contract faculty member at least three days before the Semester Review Conference. (COCFA Contract Article 7.C.1.b)

It is recommended that the evaluation of online instruction will follow the guidelines developed by the Academic Senate and approved by the Association and the CIO, see *Checklist for Online Instructor Evaluation* (Appendix F). The visitation date for an online class should consist of at least one contact hour. (COCFA Contract Article 7.C.1.b)

5. Semester Review Conference (Generally held at end of semester)

The Evaluation Committee will meet for the Semester Review Conference following completion of the evaluation reports. The purpose of the review conference is to discuss the visitation reports, self-evaluation, and student evaluation scores with the contract faculty member. The contract faculty member may respond in writing to any of the visitation reports after the review conference. (COCFA Contract Article 7.D)

6. Written Committee Summary (Full report will be in the evaluatee's mailbox 10 days before end of semester and the signed packet with documentation should be in HR file no later than the end of second week of following semester.)

The committee will compose a written report, see Committee Summary in Appendix G. The report shall include the following:

- a) A descriptive summary of the contract faculty member's effectiveness in teaching and non-teaching assignments, which may include elements of the current assignment, based on the evaluation methods. (COCFA Contract Article 7.E.1)
- b) A descriptive summary of the contract faculty member's participation in activities, including but not limited to professional growth and FLEX, relevant community involvement, committee assignments, and student activities related to the faculty member's professional responsibilities. (COCFA Contract Article 7.E.2)

- c) References to student evaluations (but not the student evaluation documents themselves), appended documents of all classroom visitation reports, selfB evaluations and signed summary forms will be submitted to the CEO and become part of the contract faculty member personnel file. (COCFA Contract Article 7.E.3)
- d) Accurate references to the review conference discussions between the Evaluation Committee and the contract faculty member. (COCFA Contract Article 7.E.4)

Evaluatee or committee member may file a dissent to the Human Resources Department no later than the last day of the semester per the academic calendar. In addition, the contract faculty member or member of the Committee may submit a written, signed statement of a dissenting opinion, which shall include reasons for the disagreement no later than the end of the fourth week of the following semester. (COCFA Contract Article 7.F)

SEMESTER TIMELINE FOR EVALUATION COMMITTEES OF NONHTEACHING FACULTY

1. Initial Conference (To be held as close to the first 3 weeks of the semester as possible) The Evaluation Committee will meet with the contract nonBteaching faculty member for an initial conference as close to the third week of the start of the semester as possible. The purpose of the initial conference for faculty whose primary assignment is nonB teaching is to familiarize the other members of the committee with his/her methods and philosophy and to select appropriate evaluative procedures and instruments. In addition, the contract faculty member will identify other activities in which he/she is participating or intends to participate; e.g., committee work, student activities, and professional growth. (COCFA Contract Article 7.C.2.b) Initial Tenure Conference Suggested Agenda is provided in Appendix B. The Academic Senate recommends the following areas to be discussed during the Initial Conference:

- a) Present a copy of objectives for contribution to departmental or service area goals.
- b) Identify other activities in which he/she intends to participate including but not limited to professional growth, committee assignments, community involvement and student activities.
- c) Extent to which the above objectives have been met since the contract faculty member's last report, if applicable.
- d) Establish the dates of observations of primary responsibilities by individual other members of the committee.

2. Student Evaluations

A standardized student evaluation instrument developed by a faculty/administrator committee and approved by COCFA and the CIO or CSSO, where applicable, may be used if

the Evaluation Committee agrees that it is applicable and appropriate in the evaluation process. (COCFA Contract Article 7.C.2.c) Such an instrument can be used for Counseling Faculty, *Student Evaluation Survey of Counseling Faculty*. (Appendix H)

If a student evaluation was used and any printouts were generated, the contract faculty member will review the results with the Evaluation Committee and propose methods to remedy any deficiencies identified in the student evaluation and/or printouts. The contract faculty member will retain possession of the student evaluation and printouts. (COCFA Contract Article 7.C.2.c)

3. SelfEvaluation (Due one week before the Semester Review Conference)

The contract nonBteaching faculty member will prepare a written selfBevaluation report and present copies to all committee members one week before the Semester Review Conference. (COCFA Contract Article 7.C.2.a) Counseling faculty developed and agreed to use the *Counselor SelfCEvaluation* form (Appendix I) The selfBevaluation report shall include, but may not be limited to:

- a) Objectives for contribution to departmental or service area goals and additional criteria the contract faculty member deems relevant to his/her current assignment. (COCFA Contract Article 7.C.2.a(1))
- b) Participation in activities including, but not limited to, professional growth and FLEX activities, committee assignments, relevant community involvement, and student activities, if applicable, and plans for continued involvement in these areas. (COCFA Contract Article 7.C.2.a(2))
- c) A professional development plan including but not limited to FLEX activities that aligns with departmental goals. (COCFA Contract Article 7.C.2.a(3))
- d) To what extent the objectives have been met since the contract faculty member's last report, if applicable. (COCFA Contract Article 7.C.2.a(4))

4. Observation of Primary Responsibilities (Reports due three days before the Semester Review Conference)

The Academic Senate recommends that the members of the Evaluation Committee will, individually, visit and observe the nonBteaching faculty member dispense his/her primary responsibility. The Academic Senate recommends that the visitations/observations will be for at least one contact hour of that particular visit. The Academic Senate further recommends that the written reports of the visitations/observations should be made independently by the committee members and copies will be given to the contract faculty member at least three days before the Semester Review Conference. Counseling faculty developed and have agreed to use the *Evaluation Report for FullCtime Counseling Faculty*. (Appendix J)

5. Review Conference (Generally held at the end of the semester)

The Evaluation Committee will meet for a review conference following completion of the evaluation reports. The written evaluations completed by the Committee members will be reviewed along with the self evaluation and student evaluation at the review conference. (COCFA Contract Article 7.D) The contract faculty member may respond in writing to any of the visitation reports after the review conference. (COCFA Contract Article 7.D)

6. Written Committee Summary (Full report will be in the evaluatee's mailbox 10 days before end of semester and the signed packet with documentation should be in HR file no later than the end of second week of following semester.)

The committee will compose a written report, see Committee Summary in Appendix G. (COCFA Contract Article 7.E) The report shall include the following:

- a) A descriptive summary of the contract faculty member's effectiveness in his/her nonBteaching assignment, which may include elements of the current assignment, based on the evaluation methods. (COCFA Contract Article 7.E.1)
- b) A descriptive summary of the contract faculty member's participation in activities, including but not limited to professional growth and FLEX, relevant community involvement, committee assignments, and student activities related to the faculty member's professional responsibilities. (COCFA Contract Article 7.E.2)
- c) References to student evaluations (but not the student evaluation documents themselves), appended documents of all classroom visitation reports, selfB evaluations and signed summary forms will be submitted to CEO and become part of the contract faculty member personnel file no later than the end of the second week of the following semester. (COCFA Contract Article 7.E.3)
- d) Accurate references to the review conference discussions between the Evaluation Committee and the contract faculty member. (COCFA Contract Article 7.E.4)

Evaluatee or committee member may file a dissent to the Human Resources Department no later than the last day of the semester per the academic calendar. In addition, the contract faculty member or member of the Committee may submit a written, signed statement of a dissenting opinion, which shall include reasons for the disagreement no later than the end of the fourth week of the following semester. (COCFA Contract Article 7.F)

SCHEDULE OF RECOMMENDATIONS TO THE BOARD OF TRUSTEES

The Evaluation Committee completes a *Report of Tenure Review Committee*

(Appendix K) with its recommendation (continue, continue with reservations, terminate employment). The committee forwards this document along with the Committee Summary, Self Evaluation, Chair Evaluation, Peer Evaluation, and Administrator Evaluation, and, if applicable Remediation Plan to the CIO/CSSO. The Committee Chair must notify the evaluatee no later than 10 calendar days prior to the end of the semester per the academic calendar that the evaluation packet is in their mailbox. (COCFA Contract Article 7.E.3)

This evaluation packet with recommendation (continue, continue with reservations, terminate employment) is forwarded to the Chancellor and must be in the evaluatee's HR file by no later than the end of the second week of the following semester. These documents will become part of the contract faculty member personnel file.

Recommendations to the CEO/Board of Trustees are based on the following schedule (COCFA Contract Article 7.2):

Zero Semester (Spring Hire Only)	<p>Full Evaluation</p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Continue • Continue with reservations (Remediation Plan required) □ • Terminate employment
1 st Semester (Fall)	<p><u>Full Evaluation</u></p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Continue • Continue with reservations (Remediation Plan required) • Terminate employment
2 nd Semester (Spring)	<p><u>Full Evaluation</u></p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Continue • Continue with reservations (Remediation Plan required) • Terminate employment
3 rd Semester (Fall)	<p><u>Full Evaluation</u></p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Hire for 2 years ○ Optional evaluation in the fourth semester by decision of the evaluation committee. • Not to rehire ○ Mandatory evaluation required in the fourth semester unless the evaluatee waives the evaluation in writing.
4 th Semester (Spring)	<p><u>Evaluation</u></p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Continue • Continue with reservations (Remediation Plan required)
5 th Semester (Fall)	<p><u>Full Evaluation</u></p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Continue <ul style="list-style-type: none"> ○ Optional evaluation in the sixth semester by decision of the evaluation committee. • Continue with reservations (Remediation Plan required) ○ Mandatory evaluation required in the sixth semester.

6 th Semester (Spring)	<u>Evaluation</u> Recommendation: <ul style="list-style-type: none"> • Continue • Continue with reservations (Remediation Plan required)
7 th Semester (Fall)	<u>Full Evaluation</u> Recommendation: <ul style="list-style-type: none"> • Grant tenure ○ Optional evaluation in the eighth semester by decision of the evaluation committee. • Terminate employment ○ Mandatory evaluation required in the eighth semester unless the evaluatee waives the evaluation in writing.
8 th Semester (Spring)	<u>Evaluation</u> Recommendation: <ul style="list-style-type: none"> • Confirm granting of tenure • Confirm termination of employment

Written recommendations to terminate employment or reEmploy will be presented to the CEO for forwarding to the Board of Trustees. These recommendations must show the rationale for the Evaluation Committee's decision. (COCFA Contract Article 7.B.2.b)

Notification of termination must be delivered by the District to the contract faculty member by March 15, as per Education Code. Failure to deliver notification by that date will be deemed as intent to rehire. (COCFA Contract Article 7.B.2.c)

Zero semester/spring hires: Should the new faculty member begin in the spring semester, the first year of the new hire will become a threeBsemester process. The contract faculty member will be evaluated for four and a half years. (COCFA Contract Article 7.B.2.d)

REMEDIATION

1. Remediation Plan

The purpose of a Remediation Plan is to give the contract faculty an opportunity to continue to build professional skills during the tenure process and to make meaningful progress in areas identified for remediation. It should be undertaken with the understanding that compliance with a Remediation Plan does not guarantee the contract faculty will be offered continued employment. A Remediation Plan should be flexible and can be modified, updated, or changed over time to meet the needs of the contract faculty, students, departments, and the district. (COCFA Contract Article 7.E.5)

When the committee has given a recommendation of "Continue with Reservations," the committee shall prepare a written Remediation Plan. The Remediation Plan must be attached to the Committee Summary report. (COCFA Contract Article 7.E.5)

The Remediation Plan must include (COCFA Contract Article 7.E.5):

- a. Specific areas for improvement
- b. Suggestions for how to achieve the improvement, including but not limited to:

- i. Professional Development
- ii. FLEX
- iii. Professional growth iv. Mentoring
- v. Other tools for advancement
- c. Timelines of expected improvement
- d. Outcomes to be achieved

The contract faculty being evaluated must provide the committee with updates regarding the Remediation Plan at future Initial Conferences and Review Conferences and at any other time the committee determines necessary. The committee's evaluation regarding the contract faculty's progress of the Remediation Plan shall be documented in future Committee Summary reports. (COCFA Contract Article 7.E.5)

CHALLENGE PROCESS

It is understood that a contract faculty member may not grieve the content of the tenure review reports. However, a contract faculty member may grieve alleged violations of the procedures of the tenure review process. (COCFA Contract Article 7.G.1)

If the contract faculty member feels that his/her Evaluation Committee has failed to follow the guidelines and procedures of the tenure evaluation procedure, the faculty member may request that a board be appointed to review the faculty member's tenure evaluation procedure. Such requests must be made by the evaluatee within ten (10) calendar days into the semester following the tenure committee's report. (COCFA Contract Article 7.G.4.a)

The contract faculty member may request the meeting of the review board through the Association President and the Academic Senate President. The review board will consist of the Chief Human Rights Officer (CHRO), or neutral administrative designee, the Association President or designee, and the Academic Senate President or designee. (COCFA Contract Article 7.G.4.b)

The Review Committee must be appointed no later than seven (7) calendar days after the challenge deadline and must have its first meeting no later than fourteen (14) calendar days after the committee is appointed. The review must be completed no later than forty-five (45) days after the first committee meeting. (COCFA Contract Article 7.G.4.a)

After completing its investigation, the review board will submit a detailed report of its findings to the contract faculty member and committee members as well as to the Association President and the Academic Senate President. If an acceptable resolution cannot be reached, the review board will forward its report to the CEO. The contract faculty member retains the right to enter into a grievance procedure as outline in the COCFA Contract. (COCFA Contract Article 7.G.4.c)

Note: Reduction in Force (RIF)

Should there be a RIF, the contract faculty member does NOT have bumping rights over tenured faculty, notwithstanding any provisions of the contract faculty member's contract. (COCFA Contract Article 7.H)

ADDITIONAL REFERENCES RELATED TO TENURE EVALUATION PROCEDURES

- Academic Senate for California Community Colleges, *Sound Principals for Faculty Evaluation* (2013). http://www.asccc.org/sites/default/files/publications/PrinciplesBFacultyBEvaluation2013_0.pdf
- Vasconcellos (1988). Assembly Bill 1725.

- Education Code: § 87610.1(a) **Tenure Evaluation Procedures**

Requires that collective bargaining agents, or faculty unions, consult with the academic senate prior to negotiating tenure evaluation procedures. "However, the spirit of both the Education Code section and of AB 1725 (Vasconcellos, 1988) indicates this language should be taken as a baseline or a floor for consultation between the academic senate and the bargaining agent, not as a limitation or a ceiling." (ASCCC, 2013 *Sound Principals for Faculty Evaluation*)