# Probationary Eval.

“The governing board of a district shall employ faculty for the first academic year of his or her employment by contract” (Ed. Code 87605). Although there are three contract periods, the last contract comprising two years, each of the four years of probationary status requires a comprehensive evaluation (Article 42).

A faculty member must complete 75% of each year for it to count as a year of probation (Ed. Code 87605).

The four-year probationary period gives the candidates for tenure “the opportunity to demonstrate that they meet or exceed the needs and expectations of the college…” and is a “continued review and rigorous evaluation” leading to tenure (42.A).

As one Guild officer pointed out, a probationary period, though “rigorous”, is not a fraternity initiation hell week lasting four years. Department evaluation committees should clearly state the academic and professional standards they want the probationary to meet.

The process is a peer evaluation with minimal administrative interference or involvement. The process is “initiated [by the] college president or designee [within] 20 days of a contract member’s first day of service at the college” (42.A); thus, the designee, usually a dean, will notify the department chair. The administrative designee, though a member of the committee, is not in charge of it.

Normally, the probationary service begins in a Fall semester, but if a person begins in a Spring semester the process still begins with the twenty days from date of first day of service. Spring hire disqualifies that semester from the actual probationary count of years toward tenure (42.C.1), but the process can begin with the administration’s initiating the process, the evaluation committee’s being formed, and some minor data being gathered. The full evaluation process begins in the Fall.

The membership committee has three voting members, all tenured faculty: the department chair, the faculty member chosen by the department, and the faculty member chosen by the person being evaluated. If no department member on the committee is in the discipline of the evaluatee, then the committee will choose a “third tenured faculty member” (42.B.c) who shall be a voting member; the person chosen by the department shall be a non-voting member and remain on the committee (42.A).

In addition, a tenured faculty member from another department than the contract member’s department shall be chosen by the Academic Senate as a non-voting member, and the college president’s designee shall be a non-voting member of the committee.

Thus, there are three tenured voting faculty and two non-voting members (of the Academic Senate and the president’s designee), and a possible third tenured non-voting faculty member (see above).

Once convened, a departmental tenured faculty member is chosen as chair of the committee (42.B.5).

In addition, there is restored language outlining the student evaluation process (19.G.4.a-c).

The evaluation process is a peer evaluation with the preponderant amount of responsibility on the faculty to be thorough, but fair and equitable. The details of the evaluation process must be adhered to carefully and correctly. Errors or shortcuts could invalidate the process and lead to a grievance. The new probationary faculty have contractual rights and should be told if an error occurs.
**Grievance Timeliness**

“Within twenty (20) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall file a formal written grievance” (16.D.1) is a time-line, and recurring language in the Agreement, protecting the integrity of the basis on which a grievance is filed. In addition, the time-line protects the grievant in arbitration, if the case were to go that far.

The protection of the grievant’s arbitration integrity is paramount to winning his or her case. Often an arbitrator’s award goes to the district simply because the instructor who is grieving did not file a step one in “a timely manner” either because he or she simply waited to see if the issue would solve itself or on the advise of someone else not to “make waves at this time.”

Probationary faculty must not hesitate to contact the campus chapter president if any problem occurs in a contract-year evaluation. Fear of upsetting anyone on the evaluation committee does not secure a full-time position.

In addition, the Guild files grievances when administration does not observe timeliness, either by lack of direct action or by their lack of supervising department chairs on timeliness in generating and producing seniority lists or creating evaluation committees.

Each faculty member should be acquainted with the new Agreement as a first step to securing rights. Questions about a possible contract infraction require a call to the campus chapter president as soon as possible. All probationary faculty especially need to know their rights during an evaluation.

---

**Articles 15 and 16**

**New Contract Language:**

The Guild urges chairs to review Articles 15 and 16. Full-time and part-time priority lists for winter and summer inter-sessions and lists for adjunct seniority are mandatory and must be updated accurately by the deadlines listed.

Chairs will “calculate the priority number of each temporary adjunct faculty member on the appropriate discipline priority number list and maintain one list for all inter-sessions” (15.B.6).

Article 16 is edited thoroughly and has new language. In “Obtaining and Calculating Seniority” (A), a new adjunct instructor earns his or her seniority if “he/she completes an adjunct rate assignment in the discipline for three semesters and begins service for a fourth semester, all four semesters occurring within a period of eight consecutive semesters...” (A.1); the “seniority date for assignment in a discipline is determined by the beginning date of the fourth semester” (A.2), which date applies to those whose first day of teaching was in Fall 2011 and to all future hires.

---

**Articles 9, 12, and 42**

**New Contract Language:**

As a semester begins, especially a Fall semester, small issues can impact in big ways the first days a classroom and its instructor greet students - and how new full-time faculty become acclimated to their department and college.

Two real issues, too often, are room accessibility and additional students beyond the initially enrolled number, or student adds.

Article 9.C stipulates that “The District shall provide all faculty with access to assigned classroom space, regardless of assignment location, by issuing appropriate keys or making provisions for unlocking doors by the first class meeting (or first day of assignment for non-classroom faculty) and continuing to ensure the door is unlocked before the class meeting time unless a key is provided.” The last phrase is new language.

Article 12.1 is a new section; it succinctly states, “Beginning with the first class session, students may be added only with permission of the faculty member.” No department or division chair or administrator can add students.

In addition to classroom issues concerned above, new language in Article 42.A requires that the mentors for new probationary and a new faculty orientation be addressed early, logically at the beginning of their first semester: “All contract (probationary) faculty shall be informed by their department chair of the faculty mentor option (see [42]H.1) and shall participate in a new faculty orientation. See Appendix C for the suggested Time Table and Work Sheet.” The orientation is a required activity.