A probationary or tenure-track position is a “temporary” position in the context of its purpose (not to be confused with designated temporary positions). The purpose of the probationary time on a campus is the same as at any professional work-force location – to observe how well a new person does the work expected and how well he or she “fits in” with colleagues (Ed. Code 87607). Thus, a probationary status’ “temporary” nature is two-fold: it ends with tenure granted or ends with tenure not granted.

The process to determine if he or she will continue through the complete probationary period is evaluation outlined in Article 42 of the Agreement, the faculty’s collective bargaining contract (CBA). Three tenured department members, including the department chair, out of five on an evaluation committee, will vote a recommendation of whether or not the probationary instructor continues beyond that current year’s contract.

Three contracts cover four years of probationary status: a one-year contract, another one-year contract, and a final two-year contract (Ed. Codes 87608-87609), but an evaluation is held each of the four years (Ed. Code 87763). The evaluation must be completed in the Fall Semester every year so that the college president can review the evaluation committee’s recommendation; the president’s recommendation must arrive at the District’s Human Resources Department by the first meeting in February of the Board of Trustees for a noticed motion to the next meeting’s vote. Only the trustees can grant tenure or vote not to continue the probationary instructor to any one of the contract years 1, 2, or 4. The decision must be in writing in the probationary’s hands before March 15 (Ed. Code 87610).

Because of the yearly contract status of the person, he or she is also referred to as a contract instructor (Ed. Code 87661[h]).

The probationary evaluation committee’s five members also include two non-voting: an administrative representative and an instructor from the academic senate. The contract instructor chooses one voting department member (Article 42.B.1.c), which may be difficult the first two or three weeks of the first semester since the contract instructor may not yet know anyone in the department. Even so, that choice places a responsibility of careful evaluative consideration on the person chosen as he or she must have both the department and new instructor balanced if issues arise on the “fit” of the two together.

The probationary instructor should also request a mentor (42.H) within the first semester’s first two weeks.

Even though “the college president or designee shall initiate the formation of a tenure review committee” within the first 20 working days of “a contract faculty member’s first day of service”, the committee’s function is a peer evaluation, a hard-fought for process from the Guild’s first Agreement. Therefore, no administrator is in charge of the committee; the committee “shall elect one of the tenured faculty members of the committee to serve as its chairperson” (42.B.5) who shall determine its calendar and oversee the process.

Student evaluations are required as part of each year’s process (42.C.5 and Ed. Code 87633[g]).

The “Tenure Review and Evaluation of Contract Faculty” is involved and, in some ways, complicated. A probationary instructor should carefully go over Article 42 and any other applicable article of the Agreement. If there are questions, a campus chapter president or grievance representative listed on the back here can answer them and give a copy of the Agreement to any faculty without one.

Further evaluation areas of the Agreement that should be familiar include Appendix C, the evaluation forms that could help a new instructor determine exactly what the committee will look for. For example, “Related Duties” are required (13.D.8) and suggested activities outside of classes are listed in Appendix Q.

Probation is not to be confused with exploitation. Contract instructors have the same or similar duties as tenured faculty and have the same collective bargaining rights; however, their legal rights are modified to their contract status.