**ARTICLE 9 TENURE TA 4/24/14**

**Section 1 Statutory Requirements**

A system of tenure shall be maintained in accordance with all applicable statutory requirements as now existing or hereafter modified. The administration has the authority to identify which academic positions shall be tenure track or non-tenure track, following RCW 28B.50.851 and chapter 131 16 400 WAC which state in summary that academic positions funded at least by fifty one (51) percent for salary and benefits from special funds as defined by the aforementioned legal references shall be exempted from the tenure process.

**Section 2 Tenure Committee**

In administering the provision of Section 1. above, the following conditions shall apply.

**a.** The college presidents will establish appropriate tenure review committees to which probationary academic employees will be assigned. Each tenure review committee shall be comprised of five (5) persons, as follows:

**i.** three (3) ~~of whom shall consist of~~ tenured academic employee representatives from ~~of~~ the probationer’s department or a related discipline ~~field.~~ It is encouraged, however, that one (1) of the three (3) members be from another discipline that may or may not be related. Appointments will be ~~for which tenure review committees have been~~ established pursuant to this section; provided, however, each academic employee so appointed shall have at least three (3) years’ community college teaching experience at the time of her/his appointment.

Nominations of ~~faculty~~ academic employee appointees shall come from the probationary academic employees department and be filed at least ten (10) days prior to ~~a faculty~~ an academic employee ~~meeting for~~ election~~s~~. Said appointees shall be chosen by majority vote ~~from~~ of the tenured academic employees acting as a body during an election held within four weeks after the start date of the probationer’s appointment. To the extent possible, the election shall be anonymous and confidential.

**ii.** One (1) administrator appointee designated by the appointing authority within four weeks after the start date of the probationer’s appointment.

**iii.** One full time student chosen by the associated student bodies of Spokane Falls Community College or Spokane Community College, ~~or the Institute for Extended Learning’s appropriate division dean,~~ respectively, in such a manner as the associated student bodies~~/IEL dean~~ shall determine. The chosen student cannot be or have been enrolled in a course taught by the probationer. Such appointment shall be made within four weeks after the start date of the probationer’s appointment, and student members shall only sit on review committees of their particular community college. It shall be the responsibility of the respective student body officers to see that appointed students carry out their commitment to the committee. It is the tenure committee chair’s responsibility to meet with the student representative and review the committee member role, responsibility, and expectation of confidentiality. The legitimacy of the committee’s business shall in no way be jeopardized because of student committee members’ lack of participation.

**b.** ~~When the probationer is assigned to the IEL, two (2) of the three (3) academic employee members on the committee will be academic employees assigned to the IEL.~~

**c.** The five (5) committee members shall have an equal responsibility to participate in the proceedings of the committee.

**d.** The committee members will serve for the duration of the probationary period. If an ~~faculty~~ academic employee replacement is necessary a department nomination and ~~faculty~~ academic employee vote will occur within four weeks after the start date of first quarter of the vacancy. If an administrator replacement is necessary, the appointing authority will appoint a replacement prior to the start of the first quarter of the vacancy. The probationer will be advised and given opportunity to provide input to the selecting authority.

**e.** The student shall serve for one (1) academic year and may be reappointed.

**f.** A Tenure Committee Handbook, jointly drafted and approved by AHE and CCS, may contain supplemental explanatory information to clarify process and procedure for the committee members or the probationer; however, nothing in the handbook is to supersede or be construed to modify the terms of this contract.

**Section 3 Tenure Committee Chair**

**a.** The committee will meet no later than the fifth week after the start date of the probationer’s appointment and elect a chair from the non-student members of the committee.

**b.** The chair will call meetings in a timely manner and work with the committee to set an agenda and a schedule for each quarter’s process.

**c.** After the first quarter the chair will meet with the probationer to discuss each quarter’s agenda and schedule by the fourth week of each successive quarter.

**d.** The chair is responsible for summarizing the committee’s recommendations and submitting the committee’s documents to the appropriate vice president at the end of each quarter with a copy to the probationer. The tenure committee can submit only a consensus cover letter, narrative report and evaluation form, and the summarized student evaluation/comment report. A copy of the above shall be provided to the probationary academic employee and committee members prior to submission.

**Section 4 Tenure Committee Process**

**a.** The tenure review committee shall conduct an evaluation of the assigned probationary academic employee and produce the required evaluation documents once each quarter during the probationary period. Documents will be submitted to the appropriate vice president quarterly and a copy will be given to the probationary academic employee.

**b.** The evaluation shall place primary importance on the probationer’s effectiveness in her/his appointment and shall be conducted at least once quarterly. If, in the course of its evaluation report, the tenure review committee states that the probationer is performing unsatisfactorily in whole or in part, the committee will give the probationer written suggestions that will be designed to improve such deficiencies over a designated period of time.

**c.** Each tenure committee member will have the responsibility to visit the probationer’s classroom a minimum of one (1) time per quarter to gain better knowledge of the instructor’s teaching abilities. The probationer will be contacted in advance of such observations in order to establish a schedule.

**d.** Each tenure review committee shall use the Probationary Academic Employee Performance Report (see Appendix C-1A~~B~~) in the course of evaluating the effectiveness of each full time probationer’s effectiveness in her/his appointment. The performance report ~~may be modified~~ for use by counselors or librarians is contained in Appendix C-1B/C.

**e.** The forms to be used by the committee~~, excluding the student evaluation instrument,~~ are contained in Appendix C ~~B~~.

**f. Student Evaluation (see Appendix B-1):** The introductory statement to be used by ~~a tenure committee member who shall be~~ an assigned representative responsible to present the questionnaires to the probationer’s class(es) is contained in Appendix B-2. The approved standard instrument which contains questions and spaces for comments shall be used to obtain student input (Appendix B-3).

**g.** Any documents contained in the probationer’s official tenure file will be provided to the probationary academic employee and the committee.

**h.** If the probationer disagrees with the tenure review committee’s recommendation, s/he and/or her/ his representative shall be given an opportunity to challenge the committee’s recommendations before the college president within 15 calendar days of receipt per section 3d above.

**i.** Consistent with section h. above, any documents submitted by college/~~IEL~~ administration to the probationary academic employee’s official tenure review file will be shared with the probationer and his/her committee. If those documents contain a recommendation that conflict with the recommendation of the committee, the administrator(s) authoring the document will provide the committee an opportunity to meet and discuss the recommendation before submittal.

**j.** The probationary period will not exceed nine (9) consecutive college quarters (except per subsection k ~~l~~ below), excluding summer quarter and approved leaves of absence. The normal cycle is seven consecutive quarters of evaluation followed by an eighth quarter of board of trustee review/action, and a ninth quarter for implementation of that action.

**k.** Upon formal recommendation of the review committee and with the written consent of the probationary academic employee, the appointing authority may extend its probationary period for one (1), two (2), or three (3) quarters, excluding summer quarter, beyond the maximum probationary period established here. No such extension shall be made, however, unless the review committee’s recommendation is based on its belief that the probationary academic employee needs additional time to complete satisfactorily a professional improvement plan already in progress and the committee’s further belief that the probationary academic employee will complete the plan satisfactorily. At the conclusion of any such extension, the appointing authority may award tenure unless the probationary academic employee has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.

**l.** Notification of non-renewal of a probationary ~~faculty~~ academic employee appointment shall be given no later than one (1) complete quarter, except summer quarter, before the expiration of the probationary ~~faculty~~ academic employee appointment.

**Section 5 Granting Tenure**

The AHE agrees that the ultimate authority to grant or deny tenure is vested with CCS’s Board of Trustees. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts of probationary academic employees shall not be subject to the grievance procedure of this contract.