|  |  |
| --- | --- |
| **5.15** | **Employment Contracts - Faculty *(Adopted 6-1-1992; Revised 5-6-2002, 4-15-2014)*** Written employment contracts shall be executed with full-time faculty. Faculty members who do not have written employment contracts, such as adjunct faculty, are considered at-will employees. |

**Procedures: *(Revised 8-14-2006, 4-15-2014)***

#### 5.15.1 Written Employment Contract

Written employment contract terms are used to convey the important terms and conditions of an individual's employment. Terms and conditions will include, but may not be limited to:

A The start date, the end date and the total number of contract days; and

1. The job title; and

1. The salary to be paid; and

1. Any special conditions, assignment or terms associated with the position.

#### 5.15.2 Terms of Employment

The employment contracts covered by this Policy will generally be for the following duration(s):

1. Contracts for division chair faculty will be on an annual basis from July 1 through June 30. Leave is accrued according to the professional staff and support staff schedule.

1. Contracts for full-time faculty will be based on 30 credit hours per the nine-month academic calendar or equivalent and run from August through May. Faculty on contracts may accept no more than 18 overload hours per academic year unless approved by the Chief Academic Officer and College President. Faculty do not qualify for paid leave outside the ninemonth academic calendar or holiday pay for holidays outside of the ninemonth academic calendar.

1. A contract with compensation for additional duties or days beyond the nine-month faculty contract requirements will be defined according to the associated job description.

#### 5.15.3 Letter of Intent *(Adopted 4-15-2014)*

The College will issue a letter of intent for new faculty being recommended to the Board for approval to hire.

#### 5.15.4 Issuance of Contracts *(Adopted 4-15-2014)*

The College will issue contracts to new faculty within ten working days of Board hiring approval and the new faculty members will need to return a signed copy of the contract to the designated College official by the designated return date.

The College will issue contracts to reappointed faculty within ten working days of Board approval of the budget for the upcoming fiscal year. Reappointed faculty members will need to return signed contracts to the designated College official by the designated return date.

New faculty and reappointed faculty not returning a signed contract to the designated College official by the designated date will be considered to have declined the College’s offer of employment and/or voluntarily vacated the position. The individual will need to reapply for the position. The College funded medical and life insurance benefits will be terminated effective the end of the month of the contracted term.

Any alteration made to the contract by the faculty member will void the contract.

#### 5.15.5 Grant Funded Faculty Contracts

If employment is contingent upon continued receipt of grant funds, the faculty member will receive a limited term contract stating this contingency; throughout the grant funded position, only limited term contracts will be awarded. In the event the grant should terminate at any time for whatever reason, then this contract shall terminate and each party's rights and obligations shall be excused and discharged.

#### 5.15.6 Full-time Faculty Contract Classifications

Full-time faculty contracts shall be divided into three classifications. Contract classifications allow the College to fully evaluate instructional effectiveness and program sustainability.

1. **Limited Term Contract** - A limited term contract shall be made for a semester, academic year or fiscal year and automatically terminates at the end of the contract. This classification is to be used for grant funded positions, temporary replacement for a full-time faculty member, during the startup phase of a new program, when a program is in the process of being discontinued, or as deemed necessary by the President of the College.

1. **Annual Contract** - An annual contract is considered probationary and may be given annually for regular faculty positions. Each annual contract shall show a date when employment ends; reappointment is dependent upon satisfactory evaluations and appropriate recommendations. Faculty may receive up to five consecutive annual contracts prior to being considered for a continuous contract.

1. **Continuous Contract** - A continuous contract shall be recommended only after the employee has been employed full-time as faculty in the same discipline for a period of 5 consecutive years upon satisfactory evaluations and satisfactory completion of the fifth year. All previous time worked consecutively as full-time faculty, including Limited Term Contracts and Annual Contracts, will be applied to the five-year period. Faculty who change disciplines at the request of the College may be granted credit for the prior discipline if it is in the best interest of the College.

#### 5.15.7 Full-time Faculty Reappointment

Full-time faculty reappointment will be made on recommendation of the Chief Academic Officer and the President of the College for Board action. The Board of Trustees shall normally approve all reappointments prior to April 15 but in no event after the start of the new contract year.

1. **Limited Term Contract** - Reappointment shall be made upon the recommendation of the Chief Academic Officer and approval of the President and Board. The decision to reappoint shall be based upon satisfactory evaluation of the faculty member, program continuation, grant funding, and staff recommendation.

1. **Annual Contract** - Reappointment shall be made upon the recommendation of the Chief Academic Officer and approval of the President and Board. The decision to reappoint shall be based upon satisfactory evaluation of the faculty member, program continuation and staffing recommendation.

1. **Continuous Contract** - At or upon the fifth year of employment, an overall evaluation of the faculty member’s instructional effectiveness will be made by the division chair and the Chief Academic Officer. If the evaluation is satisfactory and the program is to continue, the faculty member will be recommended for a continuous contract in the sixth year by the Chief Academic Officer upon approval of the President and Board.

#### 5.15.8 Full-time Faculty Non-Reappointment

The decision to not reappoint a full-time faculty member employed under a Limited Term Contract or an Annual Contract shall be made by the College President after consultation with the Chief Academic Officer. The decision to not reappoint a full-time faculty member employed under a Continuous Contract shall be made by the Board of Trustees upon the recommendation of the Chief Academic Officer and the President of the College. These decisions will normally be made prior to April 15 but in no event after the start of the new contract year.

1. **Limited Term Contract** - Unless otherwise stated or terminated for cause by the Board of Trustees in accordance with due process procedures (BP5.2.4), the contract automatically terminates at its end date.

1. **Annual Contract** - Unless otherwise stated or terminated for cause by the Board of Trustees in accordance with due process procedures (BP5.2.4), the contract automatically terminates at its end date. The decision for nonreappointment shall be based upon overall evaluation of the faculty member, lack of program continuation, and/or reduction in force based on budgetary or staffing requirements.

* + 1. If instruction-related areas of concern exist, the faculty member should be notified as soon as they are evident and as part of the evaluation process. Corrections of the deficiencies shall be made immediately in accordance with a plan developed by the instructor, division chair, and the Chief Academic Officer. If the instructionrelated deficiencies continue, action shall be taken for nonreappointment. If the faculty member’s performance deficiencies are not instruction-related, no prior notice or improvement plan is needed prior to non-reappointment.

* + 1. Non-reappointment for an annual contract shall be made upon the recommendation of the division chair, the Chief Academic Officer, and the President of the College.

* + 1. Affected faculty may submit a written appeal to the Board of Trustees. The Board of Trustees may review the documents relating to the appeal and decide the matter, or it may hold a hearing. The decision of the Board will be final.

1. **Continuous Contract**.

A continuous contract shall continue in effect for an indefinite period, subject only to:

* 1. Retirement of the faculty member;
  2. Modification by a succeeding Continuous Contract (compensation, terms of employment or date modifications);
  3. Death of the faculty member;
  4. Resignation of the faculty member;
  5. Termination for cause by the Board of Trustees in accordance with due process procedures (BP5.2.4);
  6. Revocation of appropriate/required certification or required licensures;
  7. Conviction of a felony or behavior that is violent or harmful to others
  8. Non-reappointment due to program suspension or change in program status;

a.) Non-reappointment for a continuous contract based on changes in program status shall be made by the Board of Trustees upon the recommendation of the President of the College with input from the division chair and Chief Academic Officer.

b.) If a reduction in force is necessary involving faculty on continuous contracts in an area with multiple faculty assignments, faculty members shall be selected for nonreappointment based on instructional effectiveness and College service as evidenced by the faculty evaluation process.

c.) If program recommendations or other conditions exist that indicate the faculty member shall not be retained, said faculty member shall be notified as soon as possible. If circumstances warrant, the faculty member shall be offered a limited term contract of one year.

* 1. Non-Reappointment Due to Deficiencies in Performance;

If instruction-related areas of concern exist, the faculty member should be notified as soon as they are evident. Corrections of the deficiencies shall be made immediately in accordance with a plan developed by the instructor, the division chair, and the Chief Academic Officer. If deficiencies continue within one semester after notification, action shall be taken for non-reappointment. If circumstances warrant, the faculty member shall be offered a limited term contract of one year.

* 1. Non-Reappointment Due to Financial Exigency;

If contract non-renewal is the result of financial exigency, the faculty positions discontinued due to financial exigency will not be filled within a two-year period by replacement(s) nor will temporary full-time positions be created.

* 1. Faculty whose Continuous Contracts are not renewed pursuant to subsection (8), (9), or (10) may submit a written appeal to the Board of Trustees. The Board of Trustees may review the documents relating to the appeal and decide the matter, or it may hold a hearing. The decision of the Board will be final.

#### 5.15.9 Employment Contract Resignations

Resignations effective at the end of the contracted term will be submitted to the Chief Academic Officer and the Director of Human Resources; such resignations do not require Board approval. Resignations with an effective date that occurs during the contracted term will be submitted to the President of the College for action. It is expected that thirty working days’ notice be provided to the College. Acceptance of contract release shall be made by the Board of Trustees upon the recommendation of the President of the College with input from the Chief Academic Officer. The College funded medical and life insurance benefits will be terminated effective the end of the month of the contracted term or the end of the month in which employment is severed if within the contracted term.

Release on less than thirty days’ notice may be granted due to extenuating circumstances but will require approval by the College President and Board of Trustees.