

General Provisions

All term contracts shall be in writing on a form approved by the Board, setting forth the length of the contract and other terms and conditions of employment. In most circumstances, contracts shall not be for specific assignments but shall indicate employment as “faculty” or “administrator.” No term contract shall be valid or binding on the Board until approved by Board action. Contracts shall be signed by the employee and the Board’s designee.

The Chancellor, upon recommendation of the appropriate staff, shall recommend contracts for approval.

In exceptional circumstances, the Chancellor may authorize the employment of personnel when, in the opinion of the Chancellor, the deferral of employment authorization until the next regular Board meeting would cause a disruption in the operation of the College District. The terms of employment of such personnel must conform to policies in this manual concerning compensation, workload, benefits, and the like. Personnel so authorized shall be submitted to the Board for ratification at the earliest practical time.

Unless expressly authorized elsewhere in this manual, no employee has the authority to offer or promise to offer a contract of employment to any person without authorization from the Board. Nor shall any person expect to receive a contract of employment until the Board authorizes the contract and the appropriate personnel execute such contract. Neither renewal of employment contracts nor other employment procedures or practices shall give rise to an expectation of continued employment beyond the term of the contract or a belief in de facto tenure.

Administrative Personnel

Administrative contracts shall normally be issued for the fiscal year. Contracts may be issued for periods of less than 12 months, based upon length of service required.

An administrator who, in the opinion of the Chancellor, has significant administrative duties such that it would be in the best interest of the College District to enter into a contract of employment for a term longer than one year may be eligible to receive a contract for a term not to exceed three years upon recommendation from the Chancellor, provided that nothing contained herein shall prohibit a recommendation of a contract term of less than three years for any such administrator. Persons eligible for such a contract shall be direct reports to the Chancellor.

Before completion of the first year of a contract, for any administrator with a contract term longer than one year, the Chancellor shall evaluate the administrator to determine whether to recommend another contract of the same term or a contract of another term, up to

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and including a three-year contract. At any time after the completion of the first year of a three-year contract, an administrator with a three-year contract term, having been evaluated by the Chancellor and upon recommendation of the Chancellor, may be offered a successor three-year contract at the discretion of the Board.

One-year faculty contracts shall normally be recommended for consideration at a May Board meeting.

Full-time faculty members may be employed for contractual periods of up to three years if the following conditions exist:

1. A faculty member has received a one-year contract for each of the first three years of faculty employment in the College District.
2. Upon completion of three consecutive years of faculty employment with the College District, a faculty member has rendered high-quality services to the College District as determined by the most recent rating obtained through the performance evaluation system established by the Chancellor.

At any time after the completion of the first year of a three-year contract, if a faculty member has an "effective" performance rating, he or she may be offered a successor three-year contract at the discretion of the Board.

Faculty members serving a three-year contract may request, in writing, a reduced load during the term of their contract. When a faculty member makes such a request and is granted a reduced load, no additional multi-year contract will be offered. Upon approval of a request for a reduced load, the faculty member shall be placed in "wind-down" contractual status, with a proportionate reduction in compensation, and shall continue to serve at such reduced contract level for the remainder of the term of his or her employment contract. For purposes of this provision, "wind-down contractual status" refers to effective nonrenewal of a multi-year contract.

Once approved, a reduced contract request may not be withdrawn by the faculty member. Accordingly, the contractual workload may not thereafter be increased, except as necessary to meet extenuating circumstances for the benefit of the College District or as required by law. Any increase in contractual workload after a reduction shall be approved in writing by the Chancellor. The Chancellor shall promulgate procedures for the submission and evaluation of requests for reduced load.

Requests for modifications or reductions to faculty load that may otherwise be authorized by law or College District policy shall be considered and/or provided in accordance with same.

Part-Time Faculty

Part-time faculty members shall be employed under a contract for part-time credit teaching that shall include a special employment agreement and an addendum listing part-time faculty responsibilities.