

**LONE STAR COLLEGE SYSTEM DISTRICT
BOARD POLICY MANUAL
Fifth Edition**

means 12-months' notice. Reasonable notice for all other contractual employees means three-months' notice. The College may not fill contractual RIF-eliminated positions within 18 months from the date of the RIF separation without first notifying the person who held the eliminated position. This person must be given an opportunity to be reinstated into the now-available position. This person's contract status and leave accruals must be restored to the same levels as of the date of the RIF separation. The College may however decline to reinstate if the person was given notice of the position availability and the person declined or did not respond within the required time.

(c) Non-Contract Employees

When a RIF affects non-contractual employees, the Chancellor should attempt to give notice as soon as reasonably possible. Non-contractual employees may be eligible for reassignment in lieu of RIF separation if other positions are available for which the employee is qualified to perform the essential job functions. Non-contractual employees rehired within 18 months of losing a full-time position through a RIF are re-hired with reinstatement of benefits, if allowed by the Employee Retirement System of Texas and or the Teacher Retirement System of Texas. Nothing in this policy creates a contract or property interest for non-contractual employees, and this policy does not alter in any way the employment-at-will status of non-contractual employees.

IV.G.1.6. Reduction in Force Appeal

Contractual employees may appeal a RIF separation to the Board. The contractual employee must appeal within 10 calendar days of the date the employee received notice of the RIF separation. The Board's appeal review is limited to considering whether the decision to end the employee's employment constituted prohibited discrimination, retaliation, or was arbitrary and capricious conduct. Appeal hearings are held in accordance with the Open Meetings Act. The Board's decision is final.

IV.G.2. Change in Contract Status

IV.G.2.1. Policy

The College has various types of employment contracts with many of its employees. The policy below addresses the modification, extension, and non-renewal of employment contracts in a fair manner that complies with local, state, and federal law.

IV.G.2.2. Definitions

- (a) Change in Contract Status:** A change in contract status occurs when a President, Vice Chancellor, or Chief Area Officer reporting directly to the Chancellor, recommends to the Chancellor a change in a subordinate's employment contract status. It can also occur when the Chancellor recommends to the Board a change in a direct-report's employment contract status. Change in contract status can take one of three forms:

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1. The return to an annual contract in the subsequent academic year in the case of a faculty member or administrator on a multiple-year contract.
 2. The continuation of an annual contract in the subsequent academic year in the case of a faculty member or administrator on an annual contract but who has, since execution of that annual contract, become eligible for a multiple-year contract.
 3. The non-renewal of either an annual or multiple-year contract in the subsequent academic year.
- (b) **Notice:** Notice of intention to effectuate a change in contract status as defined in the section above shall be given by the Chancellor to a full-time faculty member on or before March 1st preceding the end of the contract term fixed in the current contract—provided the faculty member was employed before March 1st. All other contractual employees may receive this notice as late as May 30. Not receiving this Notice does not create a property interest or an expectation of continued employment beyond the term of the employee’s current contract. This process is not valid in the event that the Board of Trustees takes action for a Reduction in Force.

IV.G.2.3. Appealing a Contractual Change of Status Recommendation

The appeal of a Notice depends on the employee’s position at the time the contractual employee received the Notice.

(a) Vice Chancellor, President, or Chief Area Officers.

An employee who has received notice of a proposed change of status will have up to 20 working days to appeal a contractual change of status recommendation made by the Chancellor to the Board of Trustees. The request for an appeal presentation must be made to the Board Liaison.

The affected employee will have 30 minutes to explain his/her basis for why the change in status should not be upheld. The Chancellor will also have 30 minutes to explain the basis for the recommendation. No cross-examination will be permitted by either side, although the Board members may ask questions of the affected employee and the Chancellor. The Board will decide whether to uphold the Chancellor’s recommendation. Such decision will be made at the meeting at which the presentation is made or at a subsequent meeting which has been properly posted in accordance with the Open Meetings Act.

(b) All Other Contractual Employees.

From the date of receipt of the Notice the affected employee will have up to 20 working days to appeal a contractual change of status recommendation to the Office of the Chancellor.

The Chancellor’s review will include a personal meeting with the affected employee and the recommending President, Vice Chancellor, or Chief Area Officer reporting directly to

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the Chancellor. The President, Vice Chancellor, or Chief Area Officer will have 30 minutes to explain the basis for the initial recommendation and provide any documentation.

The affected employee will then have 30 minutes to explain his/her basis for why the change in contract status should not be upheld by the Chancellor and will also have the opportunity to provide supporting documentation. Neither the supervisor, nor the affected employee, may cross-examine or question each other during their respective 30 minutes.

The Chancellor will notify the affected employee no later than 15 working days following receipt of the appeal of the Notice. The employee may directly appeal to the Board if the employee alleges a Procedural Irregularity of this Section's processes is appealable as allowed by Section IV.E.6.6. The Chancellor will forward to the Board of Trustees all accepted recommendations and recommendations not appealed.

The process permitted by this policy constitutes a grievance for purposes of Texas Education Code Section 51.960.

IV.G.3. Employment Termination

IV.G.3.1. Policy

An employee's employment may end. This section addresses the College's authority to end an employee's employment and due process issues for contractual employees.

IV.G.3.2. Non-Contractual Employees

Non-contractual employees are employed at will and have no property interest in their continued employment. A non-contractual employee's employment may be immediately terminated with or without prior notice and with or without a reason. Non-contractual employees have no due process right of notice or opportunity for an appeal hearing.

IV.G.3.3. Contractual Employees

Contractual employees have a property interest during the term of their employment contract. A contractual employee's employment contract may be terminated during the term of the contract for cause. Termination for cause includes, but is not limited to, misconduct, insubordination, dishonesty, incompetency, negligence, mistreating co-workers or students, misusing College funds, violating civil rights policies, continued performance issues, substantial unauthorized absences that negatively affect the College, misusing authority, failing to complete required training, or violating any Board policy. Employment contracts are terminated in accordance with the Contractual Termination Notice and Appeal Process.

IV.G.3.4. Contractual Termination Notice and Appeal

An employment contract with the College creates a property interest in the position solely for the contract's period of time. A contractual employee recommended for termination during a contract term is entitled to a pre-termination notice and pre-termination appeal under this policy. If during the process, however, an employee's contract expires, the