

Section IV.F.8: Change in Contract Status Procedures

These procedures supplement and clarify Section IV.F.8 of the Lone Star College System District Board Policy Manual (“Policy Manual”) last revised by the Board of Trustees on December 3, 2015—setting out the College’s policies regarding particular changes in employment contracts at least one year long.

The Policy Manual controls when a conflict arises between it and the procedures below. These procedures were last updated on **March 10, 2016**. The notice and comment period was open to the public online from **February 4, 2016** through **March 4, 2016**.

Finally, these procedures are relatively brief because the Board of Trustees detailed many procedures directly in the Policy Manual. Rather than re-publishing them here, we direct the reader to Section IV.F.8 of the Policy Manual.

1. Change in Contract Status. A Change in Contract Status, as defined in the Policy Manual and these procedures, includes only the forms of modification specifically set forth in Section IV.F.8.02(a)(1) through IV.F.8.02(a)(3) of the Policy Manual. When the College changes an employment contract (other than terminating it) in a manner not covered in the examples below, such a change may be grieved via the Grievance Policy–Section IV.F.10 of the Policy Manual. Likewise, to the extent that an employment contract is terminated, the termination may be challenged through the Contract Termination Policy–Section IV.F.10.13 of the Policy Manual. Specific forms of modification covered by these procedures are restated here for ease of reference:

- a. 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.

Example: The College informs Professor John Doe that his employment contract will be changed from a renewable two-year contract to a renewable one-year contract starting the next fall semester. Professor John Doe’s contract status change is covered by these procedures and Section IV.F.8 of the Policy Manual.

- b. The continuation of an annual contract in the subsequent academic year in the case of a faculty member or administrator on an annual contract who has, since execution of that annual contract, become eligible for a multiple-year contract.

Example: The College hires Professor Jane Doe initially on a one-year, potentially renewable contract for 2016-2017 and promises that Professor Doe will be *eligible* for a multiple-year contract starting with the 2018-2019 contract term. In February 2018, Professor Doe is informed that she will not be moving to a multiple-year contract but will stay on a one-year contract. Professor Jane Doe’s contract status change (or lack thereof in this example) is covered by these procedures and Section IV.F.8 of the Policy Manual.

Importantly, Professor Jane Doe is only covered in the example above for the 2018-2019 non-augmentation of her contract from one year to two years and cannot

indefinitely file challenges under this Section every year her contract is renewed for one year after 2018-2019. In other words, only the first year in which Professor Jane Doe was eligible to receive a multiple-year contract triggers this Section.

- c. The non-renewal of either an annual or multiple-year contract in the subsequent academic year.

Example: The College employs Jennie Doe on a one-year contract. The College tells Jennie that her contract will not be renewed for the next contract term. Jennie's contract non-renewal is covered by these procedures and Section IV.F.8 of the Policy Manual.

2. Notice Procedures. Notice of Change in Contract Status, as defined in the Policy Manual and these procedures, shall be given by the Chancellor on or before March 1st preceding the end of the contract term fixed in the current contract—provided the employee was employed before March 1st.

Example: The College employs Benjamin Doe on May 1st for the remainder of the current fiscal year through August 31st. The College cannot give Benjamin the March 1st notice because Benjamin did not begin employment with the College until May. Benjamin is therefore not entitled to receive the March 1st notice.

The Board of Trustees may employ the contractual employee in the same capacity for the succeeding academic year if the Chancellor fails to provide the March 1st notice, but not receiving the notice does not create a property interest in a contract for the subsequent fiscal year. This process is not valid in the event that the Board of Trustees takes action for a reduction in force.

The Notice of Change in Contract Status shall be delivered through means not less than the United States Postal Service's Certified Mail Return Receipt Request Service to the current address on file with the Human Resources Department. Notice is considered received by the employee once the U.S. Postal Service attempts delivery at the last address the College has on file from the employee. Employees must keep their contact information updated with the Human Resources department.

Employees hired after March 1st but before August 1st who have executed a prorated employment contract for that fiscal year will receive 30-day notice of non-renewal in lieu of the March 1 notice. Contractual employees hired after March 1st with a prorated contract for that fiscal year have no property interest in a contract for the subsequent full academic year.

Example: The College employs Benjamin Doe on May 1, 2017 for the remainder of the 2016-2017 fiscal year. The College cannot give Benjamin the March 1st notice in 2017 because Benjamin did not begin employment with the College until May. Benjamin is therefore not entitled to receive the March 1st notice for his 2016-2017 contract or employment. The College renews Benjamin's contract for the 2017-2018 fiscal year. Benjamin is entitled to the March 1st notice in 2018 for the 2018-2019 contract.

3. Appeal. Employees who receive a Notice of Change in Contract Status under these policies and procedures may file an appeal as explained in Section IV.F.8 of the Policy Manual. That Appeal must be filed using Form 1 attached to these procedures as an Appendix. Employees must submit Form 1 to the Office of the Chancellor through its Chief of Staff.

4. Conference. The Chancellor will acknowledge receipt of the Appeal and set a time, place, and date for a personal meeting with the affected contractual employee as soon as practical via Form 2 attached to these procedures as an Appendix. The Chancellor's decision is due to the affected employee within 15 working days of receiving the Request for Appeal of Change in Contract Status (Form 1).

5. Appeal to the Board of Trustees. The affected contractual employee may petition the Board of Trustees for an appeal only if the affected contractual employee alleges a procedural irregularity in the manner of processing the Change in Contract Status. This appeal is to be delivered to the Board Liaison in the Office of the Chancellor via Form 3 attached to these procedures as an Appendix. The Board of Trustees' decision to hear an appeal is discretionary.

Effective Date: March 10, 2016.



Dr. Stephen C. Head, Chancellor
Lone Star College System

Request for Appeal of Change in Contract Status (Form 1):

Employee:

Print Name

Signature

Date



Please remember to attach a summary of the basis for your appeal.

Office of the Chancellor Date Received: _____.

Receiving Employee in the Chancellor's Office: _____.

Printed Name

Signature

Appeal Receipt and Conference Notification (Form 2):

Receipt Notice Sent To:

 Print Name

Receipt Notice Sent By:

 Print Name

CMRRR No.:

 Certified Mail Return Receipt Request No.

Date Receipt of Notice Sent:



Appeal Receipt and Conference Notification

I acknowledge receipt of your Appeal challenging the recommendation my office has received under Section IV.F.8 of the Lone Star College System District Policy Manual for a change in your contract status. I have tentatively scheduled your conference for the date, time, and place below. If this time conflicts with your schedule, or you are otherwise unable to make this appointment, please let me know as soon as possible so we can reschedule to a more convenient time. I must inform you of my decision within 15 working days of receiving your Notice of Appeal. In light of that requirement, this conference must occur relatively soon to allow me sufficient time to consider your Appeal in detail before that deadline.

Time: _____

Location: _____

Date: _____

Dr. Stephen C. Head

Date

Request for Board Appeal of Change in Contract Status (Form 3):

Employee:

Print Name

Signature



Specific Board Policy Allegedly Violated: _____
(Please reference specific policy sections) _____

Please remember to attach a summary of the basis for your appeal.