

ARTICLE 11 - APPOINTMENT, CONTRACTS AND TERMINATION

1. **Appointment and Orientation.**

- A. All Faculty, Librarian and Counselor vacancies shall be filled through a competitive process. The Provost, in consultation with Human Resources, is the appropriate administrative authority in compliance with SACSCOC criteria and College policy and shall establish minimum criteria for Faculty positions. The Provost will maintain a written procedure, approved by the President, for the hiring process, which may be changed at the discretion of the College.
- B. New Faculty shall be required to attend a paid orientation prior to the beginning of their first Fall contract. Annual contract Faculty shall participate in a seminar series for up to thirty (30) hours per semester for each year they are on annual contract. The topics of the seminar series are at the discretion of the College.

2. **Temporary Appointments.** The President may recommend to the Board of Trustees a temporary Faculty position not eligible for continuing contract. Faculty awarded these positions may be awarded multiple year contracts up to three (3) years, annual contracts or contracts for less than one (1) year. A temporary Faculty position may be rescinded at any time. The President may recommend to the Board of Trustees a temporary Librarian or Counselor position for any period of time up to three (3) years.

3. **Annual and Continuing Contracts.** Established Faculty, Librarian and Counselor positions filled as a result of a competitive hiring process shall be eligible for continuing contract. All initial full-time appointments shall be in a form approved by the State Commissioner of Education, and shall specify in writing the appointment date, expiration date, and salary and whether the appointment is eligible or not for continuing contract. All initial full-time appointments shall be annual contracts, unless it is a temporary appointment.

- A. Individuals on an “annual contract” may have their contract renewed by the Board of Trustees upon recommendation by the President no later than June 1st preceding the academic year for which the contract is to be effective. There is no expectation of reemployment upon the expiration of an annual contract. The President may determine not to renew an annual contract for any reason. An individual whose annual contract is not being renewed shall receive notice of non-renewal by June 1st. Non-renewal of an annual contract cannot be challenged through the grievance or termination procedures provided by this Agreement.
- B. A “continuing contract” is a contract between the College and a Faculty member, Librarian or Counselor which entitles the individual to continue in his or her respective full-time position at the College without the necessity for annual nomination. To be eligible for a continuing contract, the individual must serve a probationary period of five (5) full years at the College during a period not in excess of seven (7) total years. In all cases, such service shall be continuous except for leave duly authorized and granted.

- C. The probationary period may be extended beyond five (5) years but not in excess of seven (7) years total upon the recommendation of the President and approval of the Board of Trustees. The extension of the probationary period beyond five (5) years is not subject to challenge through the grievance procedures. The contract of an individual who is not awarded a continuing contract by the completion of seven (7) years shall not be renewed. The decision to not award a continuing contract cannot be challenged through the grievance or termination procedures provided by this Agreement.
- D. Continuing contract may be recommended to the Board of Trustees by the President for individuals who have received satisfactory ratings on their performance evaluations during the probationary period. Continuing contracts are effective at the beginning of an academic year only.
- E. The following criteria are integral in considering an individual for continuing contract and in the review of their post-award performance. While the following criteria must be satisfied to be considered for the initial award of a continuing contract, the same criteria shall also be used to consider the return of an individual with continuing contract to annual contract.
 - i. Effectiveness in the performance of their duties which include:
 - (a) Engaging in activities for the benefit of the College, including, but not limited to: teaching, student consultation, advising, preparation for teaching, and committee work (e.g., standing committees, councils, ad hoc committees, and department meetings);
 - (b) Meeting his/her in-load teaching requirement or equivalent;
 - (c) Completing all obligations within established timelines;
 - (d) Being prompt and regular in attendance at classes, office hours, department meetings, and College-wide meetings; and,
 - (e) Fulfilling work responsibilities and other responsibilities as stated in this Agreement.
 - ii. Continuing professional development.
 - iii. Currency in and scope of their discipline area knowledge shall be an integral component of continuing contract consideration and may be demonstrated by pursuing coursework, training and/or equivalent educational activities (e.g., professional conference attendance).
 - iv. Feedback from Faculty and students, student opinion surveys, data received from self-evaluation, and classroom visitation by the Dean/Director.
 - v. Employer feedback for all A.S., B.A.S, B.S. and certificate programs, to enhance instruction and to effectuate curriculum change.

- vi. Service to the department/division and College as an active participant in the academic planning process, which includes but is not limited to curriculum development and revision; program review and assessment; establishment of program accreditation; and other activities that support student success and academic progression.
- vii. Assessments of student learning in order to guide course, programmatic and instructional Faculty effectiveness.
- viii. Service to the community. Service to the community involves faculty members acting as representatives of TCC while using their expertise to contribute to the public's knowledge and welfare. Community service shall not include any activity for which a faculty member receives a stipend. Examples of Service to the Community include, but are not limited to:
 - Engaging in community outreach or community engagement effort
 - Participating in public service or community development activities
 - Acting as a board member in a community-based, corporate, or governmental organization
 - Volunteering services as a consultant on community projects when representing the College
 - Contributing time and expertise to a community organization
 - Giving presentations in the area of expertise to the public
 - Prior approval is required.
- ix. Adherence to professional standards of conduct as outlined in Article 27, Discipline, and College policy.
- x. Student success which includes the following:
 - (a) Student retention, and progression to include success in subsequent course(s);
 - (b) Student completion and successful matriculation to a College or University or job placement in a position relevant to degree earned;
 - (c) Responsiveness to students' academic needs both in and out of the classroom;
 - (d) Use of student engagement strategies in class;
 - (e) Providing prompt feedback to students which includes but is not limited to return of examinations and papers within one week, frequent graded assignments to assist students in monitoring progress, concrete and constructive feedback and class discussion of results of assignments and examinations;

- (f) Providing adequate time on task which includes but is not limited to having set due dates for assignments, make-up requirements, time management skill discussions, weekly reading schedules and realistic expectations with relevant assignments;
 - (g) Using the master syllabi as a minimum standard, providing clear course expectations, explanations of consequences for not completing work, and expectations of student participation and success;
 - (h) Referrals to student support services when appropriate including, but not limited to the Learning Commons or virtual support services;
 - (i) Students meeting the program and student learning outcomes; and
 - (j) Employing diverse teaching methods to accommodate various student learning styles and various levels of academic preparation.
- F. Consideration for continuing contract is initiated by the individual who shall provide to their Dean/Director a professional portfolio containing a factual description of the Faculty member's teaching, curriculum, service and professional development strengths and accomplishments. The portfolio will include empirical evidence as well as a self-assessment as detailed by College Policy. The Dean/Director shall consider all of the evaluation materials and make a written recommendation to the Vice President of Academic Affairs/Provost regarding whether the individual should be considered for continuing contract and state the reasons for the recommendation. The Vice President of Academic Affairs/Provost shall make a written recommendation to the President.
- G. If the Dean/Director fails to recommend the individual for continuing contract, the individual may appeal to the Vice President of Academic Affairs/Provost. If the Vice President of Academic Affairs/Provost agrees with the Dean, the individual may appeal to the President. The decision of the President is final and cannot be challenged through the grievance and arbitration process or termination procedures provided by this Agreement.
- H. If the Dean recommends the individual for continuing contract, but the Vice President of Academic Affairs/Provost disagrees with the Dean's recommendation, the President shall review the decision. The decision of the President is final and cannot be challenged through the grievance or termination procedures provided by this Agreement.
- I. If the President concurs with the Vice President of Academic Affairs/Provost's recommendation that the individual be awarded a continuing contract, the President shall recommend this action to the Board of Trustees. The decision of the Board of Trustees is final and cannot be challenged through the grievance or termination procedures provided by this Agreement.

- J. Individuals on continuing contract shall have a bi-annual performance evaluation. They shall submit a post-award professional portfolio every five (5) years that shall be reviewed by the supervising Dean/Director. The purpose of the post-award professional portfolio is to demonstrate continued achievement of the standards set for the initial award of continuing contract (subsection E. above) and to demonstrate continual growth and development in the Faculty member's discipline area.
4. **Dismissal of an Individual During the Term of an Annual Contract, Dismissal of an Individual with a Continuing Contract or Return of an Individual with Continuing Contract to an Annual Contract.** Upon recommendation by the President, the Board of Trustees may dismiss or return to annual contract an individual on continuing contract for failure to meet post-award performance criteria or for cause. Upon recommendation by the President, the Board of Trustees may dismiss an annual contract individual during the term of the contract for cause.
- A. The President shall notify the individual in writing of the recommendation for dismissal or return to annual contract and the reasons for the recommendation. Upon approval of the recommendation by the Board of Trustees, the employee shall have the right to appeal the decision pursuant to the provisions of paragraphs 16 or 17 of Article 8 Grievance and Arbitration Procedure, as appropriate.
- B. If an individual is returned to an annual contract from a continuing contract, the individual may be considered for another continuing contract after three (3) years of satisfactorily meeting the criteria for consideration of an employee for continuing contract as detailed in this Agreement.
5. **Dismissal of an Individual due to Consolidation, Reduction or Elimination of a Program.** Upon recommendation by the President, the Board of Trustees may terminate a full-time employee on continuing contract should there be a consolidation, reduction or elimination of the College's programs. The decision of the Board of Trustees as to a consolidation, reduction or elimination of a program shall be final and cannot be challenged through the grievance and arbitration procedure. Article 28 regarding Reduction in Force will apply and any alleged violations of Article 28 can be challenged through the grievance and arbitration procedure.
6. **Administrators Holding Continuing Contracts as Faculty Members.** Faculty members who hold continuing contracts at the College and accept an appointment to an Administrator position shall be placed on leave-of-absence status from their continuing contract for a period not to exceed five (5) years. After the five (5) year period has expired, the leave-of-absence status from continuing contract shall expire. During the five (5) year period, such persons may revert to their continuing contract status if they are otherwise eligible in the event that they are not reappointed to their administrative position or if they opt not to accept such appointment. If they revert to their continuing contract status, they will be considered for assignments for which they are qualified in the same manner as all other continuing contract Faculty in their discipline. If no position exists, the Faculty member's position could be eliminated pursuant to section 6 of this Article or Article 28, Reduction in Force. Dismissal from an Administrator position for cause would constitute a reason for not being eligible to return to a Faculty position.

Dismissal from an Administrator position does not invoke any of the hearing processes set forth in section 5 of this Article or the grievance procedure set forth in this Agreement.