

# Treasure Valley Community College

Code: CCC  
Adopted: 10/20/98  
Readopted: 10/14/09; 2/16/10  
Orig. Code(s): 201-2

## Terms and Conditions of Employment for Administrators

Deans and associate deans are administrators for the purpose of this policy. Administrators at the College fall into five employment status categories:

1. Temporary;
2. Interim;
3. Probationary;
4. Regular; and
5. Continuing.

Administrators will be issued contracts specifying assignment, salary, dates of contract, and employment status. Temporary and associate deans will not be granted an annuity.

### Temporary

Administrators on a temporary contract will serve to the end of the contract period and need not be given notice of the College's intention not to reemploy. Administrators on a temporary contract may terminate the contract upon notice to the President 45 days in advance, or shorter period as can be mutually agreed upon by the administrator and President.

### Interim

Annual contracts will be issued during the interim period. The President can make written or oral reprimands and warnings for any reason he/she considers sufficient; said warnings and reprimands are not subject to the For Cause and due process provision set forth below. The President may non-renew the employment of an interim administrator for any reason considered sufficient. The decision to non-renew is not subject to the Termination For Cause and due process set forth below. An interim administrator may be released from the contract with 60 calendar days written notice. An interim administrator may terminate the contract by submitting written notification 60 calendar days in advance to the President. A shorter time frame may be mutually agreed upon by the interim administrator and President.

An interim appointment should not last more than 2 years. After this period, the President will confer with the Board and either appoint the interim administrator to regular status, or publicly advertise for the regular position.

## **Probationary**

The first two consecutive fiscal years of a full-time or part-time administrative position shall be a probationary period. Annual contracts will be issued during the probationary period. A decision to terminate, discipline or suspend a probationary administrator without pay or with a pay reduction during an annual contract period will be made for cause. The President can make written or oral reprimands and warnings for any reason considered sufficient; said warnings and reprimands are not subject to the For Cause and due process provision below. The President may nonrenew the employment of a probationary administrator for any reason. The decision to nonrenew is not subject to the Termination For Cause and due process set forth below. Notice of intent to nonrenew the administrator's contract will be given no later than April 1 and the administrator's employment shall terminate on June 30 of the same year. In the event of financial exigency or an emergency declared by the Board during the probationary period, probationary administrators may be released from a contract with 60 calendar days notice. Unless notified otherwise, annual probationary appointments will continue from year to year until the administrator becomes eligible for a regular appointment. A probationary administrator may terminate the contract by submitting written notification to the President 90 calendar days in advance; a shorter time frame may be mutually agreed upon by the probationary administrator and President. Evaluations of probationary employees may be conducted annually by the President.

The President has the sole discretion to shorten, waive or extend any probationary periods upon notice to the administrator.

When an administrator is promoted from an associate dean to a dean position, the administrator will serve a probationary period of not less than one year in the dean position before becoming eligible for regular appointment. All other appointments or promotions (for example: temporary dean to dean or part-time dean to dean) are subject to the two year probationary period.

Fiscal years will be calculated as follows: credit for the first fiscal year will be given to administrators hired prior to January 15 of any year from the date of hire to the end of the fiscal year. For administrators hired after January 15, credit for one year of service will begin at the start of the next fiscal year. Credit for years beyond the first year of service is based upon a continuous full fiscal year of service.

## **Regular**

A regular appointment may be given at the end of the probationary appointment. Administrators in regular appointments will be eligible for contracts not to exceed two years.<sup>1</sup> A decision to terminate, discipline or suspend the administrator without pay or with a pay reduction during a contract period will be made For Cause. The President can make oral or written reprimands and warnings for any reason the President in good faith considers sufficient; said warnings and reprimands are not subject to the For Cause and due process provision below. At any time prior to the end of the two-year contract period, the President may issue a new contract for a term not to exceed two years or extend the existing contract for a specified period of time. The President may nonrenew the employment of a regular appointed administrator for any reason considered sufficient. The decision to nonrenew is not subject to the Termination For Cause and due process provisions below. Notice of intent to nonrenew the administrator's contract will be given no later than April 1 and the administrator's employment shall terminate on June 30 of the same year. In the

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<sup>1</sup>Regular appointment contracts are not annually renewable two-year contracts. Rather, at any time prior to the end of a two year contract the President may issue a new two year contract or extend the existing contract for a specified period of time. Written notice of nonrenewal, however, required six month's advance notice.

event of financial exigency or an emergency declared by the Board during the regular appointment, regular administrators may be released from a contract with 60 calendar days notice. An administrator may terminate the contract by submitting written notification to the President 90 days in advance; a shorter time frame to terminate the contract may be mutually agreed upon by the administrator and President. Unless notified otherwise, regular administrators will be evaluated every two years.

## **Continuing**

The decision to issue a continuing appointment is solely at the discretion of the Board<sup>2</sup>. Administrators who have worked for a total of 10 years in an administrative position, and are performing satisfactorily, are eligible to receive a continuing appointment until the administrator retires, resigns, is given notice of termination, or transferred or reassigned by the President. The continuing administrator may be terminated For Cause. The administrator may only be suspended without pay or with a pay reduction, reprimanded, warned and disciplined For Cause. In the event of financial exigency or an emergency declared by the Board during a continuing appointment, employees may be released from a continuing appointment with six months, or 180 calendar days notice. An administrator may terminate a continuing appointment by submitting written notification to the President 90 days in advance. A shorter time frame to terminate the appointment may be mutually agreed upon by the administrator and President. Unless notified otherwise, the President may conduct evaluations of continuing administrators every three years or more frequently if deemed appropriate.

## **Termination for Cause**

Termination For Cause will be effective no less than 30 days from the delivery of written notice of the charges to the affected administrator. The President may suspend an administrator without pay or with a pay reduction from duties prior to the effective date of such termination. Within five working days of notification of termination or suspension without pay, the affected employee may request a post-termination or post-suspension hearing before the Board of Education by submitting a written request to the Board chair. The only ground for a Board hearing is a complaint that due process has not been followed. Such a hearing will be held not earlier than 15 calendar days or more than 60 calendar days from the date the employee requested the hearing. The hearing will be conducted in a closed executive session, unless specifically prohibited by Oregon law. During the hearing, the employee may be accompanied by legal counsel, cross-examine witnesses, present evidence, and provide written or oral arguments. The employee must bear his or her own legal costs and fees. Within 20 days after the hearing, the employee shall be provided with a written decision of the hearing.

For Cause and due process in this policy means:

1. The administrator is given timely written notice of charges against him/her and range of sanctions.
2. There will be an investigation of the charges before termination is administered. The administrator required to attend a meeting regarding a matter, which could affect the continued employment of the administrator, shall be given reasonable notice of the meeting. The meeting will be an informal opportunity for the employee to tell his/her side of the story and present arguments, including mitigation of sanctions.

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<sup>2</sup>A decision to issue a continuing appointment may not bind future Boards. See e.g. Board of Klamath County Commissioners v. Select County Employees, 148 Or App. 48, 939 P .2d 80 (1997).

3. The administrator shall have the right to have one representative of his/her choice present at a meeting of an investigatory nature, which he/she reasonably believes may result in termination.
4. Relevant information forming the basis of termination will be made available to the administrator at the administrator's request.
5. The investigation will provide some evidence or proof that an administrator is guilty as charged.
6. For cause and due process are automatically satisfied when an administrative position is terminated or salary reduced due to financial shortage/exigency or an emergency declared by the Board and timely notice is given to the administrator.
7. For cause and due process are automatically satisfied whenever the Board or President has determined in good faith that the best interests of the College require the reassignment or the transfer of the administrator (probationary, interim, regular, temporary or continuing) and the job change is discussed with the administrator and advance written notice is provided. Interests may include, but are not limited to: reorganization discontinuance or the reduction of programs due to lack of enrollment, costs, needs of the College or President, the special skills, abilities and expertise of the administrator are needed elsewhere, the health of the administrator annuity of the administrator may be adjusted in the event of reassignment or transfer at the sole discretion of the Board or President.<sup>3</sup>

END OF POLICY

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**Legal Reference(s):**

[ORS 332.505](#)

[ORS 342.845](#)

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<sup>3</sup>Nothing herein shall be construed to establish layoff and recall rights for administrators.