

## **Professional Contracts**

### **Annual contracts**

Annual contracts for each fiscal year will be issued to professional employees. A decision to terminate, suspend or discipline a professional employee, with or without pay, during the contract period will be made For Cause. Reprimand and warnings can be made to professional employees for any reason deemed in good faith sufficient by the appropriate dean. Said warnings and reprimands are not subject to the For Cause and due process provision below. A decision to non-renew the employment contract of a professional employee is not subject to the For Cause and due process provision below. The employment contract of a professional employee may be non-renewed by the appropriate dean and President for any reason deemed in good faith. Notice of intent to non-renew the professional employee's contract will be given no later than April 1, and the employee's employment shall terminate on June 30th of the same year. The employee is expected to continue his/her job performance in a satisfactory manner.

### **Termination**

Termination For Cause will be effective not less than 30 days from the delivery of written notice of the charges to the affected employee. The dean, with approval from the President, may suspend an employee from duties, with pay, 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 grounds for a Board hearing is a complaint that due process has not been followed. Such a hearing will be held not earlier than 15 days or more than 60 days from the employee requesting the hearing. The hearing will be conducted in a closed executive session, unless specifically prohibited by Oregon law. During the hearing legal counsel may accompany the employee, cross-examine witnesses, present evidence and written or oral arguments. The employee must bear his or her own legal fees and costs. Within 20 days after the hearing, the employee shall be provided with a written decision following the hearing.

### **For Cause**

For cause and due process in this policy means:

1. The employee 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;
3. The employee required to attend a meeting regarding a matter, which could affect the continued employment of the employee, shall be given reasonable notice of the meeting. The meeting will be an informal opportunity for the employee to tell his or her position, present arguments, including mitigation of sanctions;

4. The employee shall have the right to have a representative of his/her choice present at a meeting of an investigatory nature, which he/she reasonably believes may result in termination;
5. Relevant information forming the basis of termination will be made available to the employee at the employee's request;
6. The investigation will provide some evidence or proof that the employee is guilty as charged;
7. For cause and due process are automatically satisfied when the employee's position is terminated or a salary reduced due to financial shortage/exigency or an emergency declared by the Board and advance notice given to the employee;
8. For cause and due process are automatically satisfied whenever the President or dean has determined in good faith that the best interests of the College require reassignment or the transfer of an employee and the job change is discussed with the employee and advance written notice is provided. Interests may include but are not limited to: reorganization, discontinuance of the reduction of programs due to lack of enrollment, costs, needs of the College, the special skills, abilities and expertise of the employee are needed elsewhere, the health of the employee may require a change, or any non-disciplinary reason. The salary of an employee may be adjusted in the event of reassignment at the sole discretion of the College. Nothing herein shall be construed to establish layoff or recall rights for professional employees.

### **Part-time and temporary professional employees**

Part-time (less than .5 full time equivalent) professional employees are "at will" employees. Temporary professional employees will serve to the end of their contract period and need not be given notice of non-renewal.

### **Resignation**

Professional employees may resign from their positions upon 30 days advance written notice to their dean.

END OF POLICY

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#### **Legal Reference(s):**

[ORS 341.290](#)

[ORS 341.547](#)

[OAR 589-008-0100\(1\)\(e\)](#)