

**General Policy**

The Board gives critical attention to the purchase of goods and services by the College District. In each case, the Board seeks to accept the lowest responsible bid that represents the best value for the College District after considering all legal permissible factors in awarding a contract. In determining the best value, the Board will act faithfully and exercise its best judgment to best serve the interests of the College District and will always exercise its honest discretion in seeking to accomplish the objective sought. The College District will strictly comply with all laws governing the purchase of goods and services. Bids determined to be unsatisfactory may be rejected by administrative or Board action as appropriate.

**Purchasing Authority**

The Board delegates to the District President or designee the authority to make budgeted purchases for goods and services. Purchases that require an amendment to the budget will be taken to the Board for consideration in advance of the purchase, except those purchases as authorized by the Board's grant of emergency authority to the District President. All purchases valued at \$100,000 or more in the aggregate will be taken to the Board for approval. As a part of the annual fiscal audit, the audit firm will have a plan for reviewing purchases above \$50,000. In addition, a quarterly information report identifying purchases between \$50,000 and \$100,000 will be provided to the Board.

The Board grants the District President the authority to approve amendments to contracts and purchase requests up to ten percent of the approved amount, not to exceed \$50,000, and to accelerate the timing of spending within the contract when needed to conduct College District business and accomplish strategic priorities in a timely manner. Such amendments and rationale will be reported to the Board.

The Board also grants the District President the authority to approve payments for legal or professional fees and expenses incurred in the defense of an insurance claim up to the amount of the per claim deductible designated under each type of insurance coverage approved by the Board each year.

The Board delegates to the District President or designee the authority to contract without prior Board approval for the replacement, construction, or repair of College District equipment or facilities if emergency replacement, construction, or repair is necessary for the health and safety of College District students and staff in the event of a catastrophe, emergency, or natural disaster.

This policy applies to the purchase of tangible property and/or services.

PURCHASING AND ACQUISITION

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<b>Purchasing Procedures</b>	The District President or designee will develop purchasing procedures to implement the requirements of state and federal law. [See CAAB and CH(LEGAL)]
<b>Purchasing Methods</b>	The Board delegates to the District President or designee the authority to determine the method of purchasing in accordance with state and federal law.
<b>Competitive Bidding</b>	<p>If competitive bidding is chosen as the purchasing method, the District President or designee will prepare bid specifications for items/services to be purchased. Bids may be submitted electronically or in sealed envelopes prior to the close date and time as indicated in the invitation to bid. Bidders may view the bid tabulation electronically immediately after the invitation to bid is unsealed or may attend a public bid opening in the College District's purchasing office. Any bid may be withdrawn prior to the scheduled date and time for closing. Bids received after the specified time will not be considered. No material changes may be made to a bid once it is submitted.</p> <p>The College District may reject any or all bids and waive technicalities or informalities in the solicitation process as deemed to be in the best interest of the College District.</p>
<b>Proposals</b>	<p>If competitive sealed proposals are chosen as the purchasing method, the District President or designee will prepare the request for proposals and/or specifications for items/services to be purchased. Proposals may be submitted electronically or in sealed envelopes prior to the close date and time as indicated in the request for proposal. Proposals received after the specified time will not be considered. The name of all proposers submitting proposals will be available online at the time that the request for proposal is unsealed, or proposers may attend a public proposal opening to hear the name of those companies submitting proposals. Proposals may be withdrawn prior to the scheduled time for closing. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The College District may reject any or all proposals and waive technicalities or informalities in the solicitation process as deemed to be in the best interest of the College District.</p>
<b>Electronic Bids or Proposals</b>	Bids or proposals that the College District accepts through electronic transmission will be administered in accordance with Board-adopted rules. Such rules will safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

PURCHASING AND ACQUISITION

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**Responsibility for Debts**

The College District will be responsible for debts incurred in the name of the College District so long as those debts are for purchases made in accordance with adopted budget, state law, Board policy, and current College District administrative procedures. The College District will not be responsible for debts incurred by persons or organizations who are employees or duly authorized agents of the College District. Persons making unauthorized purchases will assume full responsibility for all such debts.

**Purchase Commitments**

All purchase commitments will be made by the District President or designee through purchase order, contract, procurement card, or check request, subject to budget availability and in accordance with administrative procedures.

**Personal Purchases**

College District employees will not be permitted to purchase supplies or equipment, or services for personal use through the College District's business office.

**Equal Opportunity**

The College District encourages participation in the proposal process by small, minority, and woman-owned businesses. The College District will not discriminate on the basis of race, color, religion, gender, national origin, age, disability, veteran status, or any other basis protected by law.

**Delinquent Franchise Taxes**

Each corporation contracting with the College District will certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it will certify a statement to that effect. Making a false statement as to corporate franchise tax status will be considered a material breach of the contract and will be grounds for cancellation of the contract.

**Term of Contract**

All employment contracts for full-time faculty require approval by the District President.

No full-time faculty member will be placed on the College District's payroll in a regular full-time status without a fully executed contract on file with the human resources department, as well as appropriate documentation of credentials and other required personnel forms.

For full-time faculty, the length or term of a faculty contract is either one year or a different term as explained below.

If the faculty member opted into the faculty rank process, the contract term will be multi-year based on the rank the faculty member attained.

If the faculty member opted out of the faculty rank process or was unable to complete the faculty rank process for any reason, the contract term length will be one year.

**Contract  
Renewal**

Unless a full-time faculty member on a multi-year contract is otherwise notified in writing by the District President or designee by January 31, the faculty member will be employed by the College District for the forthcoming one-year contract period, subject to a written approved contract being timely filed with the human resources department.

Unless a full-time faculty member on an annual contract is otherwise notified in writing by the District President or designee by March 1, the faculty member will be employed by the College District for the forthcoming one-year contract period, subject to a written approved contract being timely filed with the human resources department.

Notification of  
Nonrenewal

Notification of non-renewal of the faculty member will be completed upon: (1) the date of hand-delivery to the faculty member; (2) the date of delivery to the faculty member's division or department mailbox; (3) the date of placement of the notification in the U.S. mail to be sent by registered, certified, or tracked mail to the employee's last address of record on file with the human resources department; or (4) the date of an email containing the notification is sent to the faculty member.

Renewal Terms

~~The position and terms of employment for the forthcoming contract period~~ The renewal contract term will be determined by the College District, in its sole discretion, in the written approved faculty contract.

In no event will any full-time faculty member have any property right to continued employment with the College District beyond the

~~term specified by the College District in faculty member's contract.  
the term of his or her contract.~~

~~If the term of the contract is for one year, the faculty member will not have a property right to continued employment beyond the one-year period specified in the contract.~~

~~If the faculty member has attained faculty rank and a multi-year contract, the faculty member will not have a property right to continued employment beyond the term specified in the contract or a shorter term if notified by the College District. If such notification occurs, then the faculty member may receive the applicable buyout specified in the faculty contract.~~

~~No right to an initial or additional multi-year contract will exist.~~

~~Additionally, if the full-time faculty member is not notified of nonrenewal as required above, the in no event will any full-time faculty member have will not have any property right beyond the additional one-year contract period identified above.~~

~~For Teaching Faculty, nonrenewal may result at the end of any term contract. Additionally, nonrenewal may also result if, after peer review by the Council on Excellence, the Campus Provost or the Senior Vice President of Campus Operations does not recommend the Teaching Faculty for another contract.~~

~~For Ranked Faculty, nonrenewal may result at the end of any term specified in the contract or a shorter term if notified by the College District.~~

~~Nonrenewal may result at the end of any term contract for any faculty member.~~

~~Notification will be completed upon hand-delivery of notification to the employee or to the employee's division mailbox, by placement of notification in the U.S. mail at the employee's last address of record with the human resources department, or by electronic communication.~~

### **Annual Contracts and Faculty Rank**

~~Beginning with appointment to a full-time faculty position, a College District faculty member will serve three (3) one-year contracts before becoming eligible to be considered for a multi-year contract for promotion through the faculty rank process. The initial designation of a faculty beginning employment at the college will be Teaching Faculty unless hired into a rank based on established procedures.~~

### **Teaching Faculty Role**

~~After three (3) one-year contracts, the Teaching Faculty may: (1) opt into the faculty rank process; or (2) opt out of the faculty rank process and remain in the initial role of Teaching Faculty.~~

A Teaching Faculty member may continue to receive one-year contracts by maintaining teaching requirements and meeting standards set by the College District.

A Teaching Faculty member must undergo the Council on Excellence peer review process at the end of their third (3) year and every five (5) years thereafter. The Peer Review Council is focused primarily on reviewing Teaching Excellence.

A Teaching Faculty member's one year contract may be nonrenewed if notified by the College District as specified in this policy.

### Faculty Ranks

A faculty member may seek promotion through the faculty rank process. The College District may approve placement of a faculty member in the following three ranks:

1. Assistant Professor.
2. Associate Professor.
3. Full Professor.

Placement in any of the ranks listed above will result in the award of a multi-year contract with a length or term as specified in the faculty contract awarded.

~~If the appropriate campus provost and senior vice president of campus operations do not recommend a multi-year contract at the end of the third year, the faculty member may be issued up to two additional one-year contracts. The two additional one-year contracts need not be consecutive. In no event will a faculty member receive more than a total of five one-year contracts. Following expiration of either or both of the two additional one-year contracts, if the employee is not recommended for a multi-year contract, nonrenewal may result. Nonrenewal may result at the end of any term contract for any faculty member.~~

### **Multi-Year Contracts for Ranked Faculty**

In order for a faculty member to secure a multi-year contract, the faculty must submit their intent to apply for promotion through the faculty rank process.

Those faculty members who have submitted their letter of intent for promotion, promotion proposal form, and portfolio with required documents and forms, will be reviewed by the Faculty Rank Ad-Hoc Committee for recommendation for promotion or non-recommendation. The faculty rank process will be outlined in the Faculty Handbook.

~~a self-evaluation form and Board report will be completed and submitted by the faculty member for consideration by the council on~~

~~excellence, in addition to the requisite annual associate dean, program director, or dean's evaluations, class visit forms, and student evaluations.~~

The written recommendation of the Faculty Rank Ad-Hoc Committee for faculty promotion council on excellence's written recommendation will be forwarded to the appropriate campus provost, who will review, prepare, and present written recommendations to the senior vice president of campus operations, who, in turn, will review and present recommendations to the District President for final approval.

~~A faculty member must be considered through the council on excellence peer review process a minimum of every six years.~~

After receiving the rank of Assistant Professor, the faculty member undergoes contract extension reviews and peer reviews by the Council on Excellence according to criteria and procedures specific to the rank.

After receiving the rank of Associate Professor, the faculty member undergoes contract extension reviews and peer reviews by the Council on Excellence according to criteria and procedures specific to the rank.

After receiving the rank of Full Professor, the faculty member undergoes contract extension reviews and peer reviews by the Council on Excellence according to criteria and procedures specific to the rank.

At any time after attaining Assistant Professor rank, a faculty member may opt-out of further promotion. A faculty member opting out of further promotions will undergo contract extension reviews and peer reviews by the Council on Excellence according to criteria and procedures specific to the respective rank.

### **Multi-Year Contract Extension**

~~A faculty member completing a multi-year contract that was recommended through the council on excellence peer review process may be considered for one multi-year contract extension upon recommendation by the requisite associate dean, program director, or dean, who will consider the faculty member's prior multi-year contract Board report, the annual evaluations and performance documentation, class visit forms, and student evaluations. The appropriate dean or program director will prepare and present written recommendations to the appropriate campus provost. The campus provost will present the recommendations to the senior vice president of campus operations, who will prepare and present written recommendations to the District President for approval.~~

**Personnel Report**

All full-time faculty contracts approved by the District President are presented to the Board during the spring semester as part of the personnel report contained in the Board packet.



**Employee  
Evaluations**

The College District will routinely evaluate the performance of all College District employees.

Purpose

The purpose of the employee performance evaluation will be to:

1. Raise the quality of instruction and educational service to the College District's students and citizens of the community.
2. Maintain the standards of excellence within the College District.
3. Foster an employee's professional growth and development.
4. Determine the employee's future employment with the College District.

Evaluation of employees will be a cooperative and continuing process with formal appraisal following established procedures.

College District administrators will evaluate every full-time employee on a job-related basis according to the terms of the evaluation instruments. Employees participate in the evaluation process by completing a self-evaluation. In addition to the self-evaluation, ~~the~~ the employee has the option to submit comments if, in the employee's opinion, additional information pertinent to the evaluation is needed. Comments are included in the employee's formal personnel record with the evaluation. ~~Further appeal of an evaluation will be addressed through DGBA(LOCAL).~~

**Definitions**

The following words or phrases, for the purpose of this policy, are defined as follows:

1. Annual review period will be from September 1 to August 31.
2. Increase is an increase in salary based on meeting or exceeding performance standards, consistent with the increase for all College District employees. This is generally processed annually but is contingent upon approval of funding by the Board.
3. Performance indicator is a key accomplishment that is linked to the College District's mission, core values, strategic plan, and goals.
4. Performance goal is a planned project or level of performance, the result of which is measured in terms of quality, quantity, and/or timeliness.

**Stipulations Conditions for Salary Adjustments and Faculty Promotion**

The following eligibility requirements for Board-approved salary adjustments will apply:

1. ~~Individuals~~ Employees, including faculty members, with less than three months of service, as of August 31, will not be eligible to receive a salary increase.
2. ~~Individuals~~ Employees, including faculty members, who have received a Level 2 performance warning during the annual review period will not be eligible for a salary increase.
3. ~~Individuals~~ Employees, including faculty members, who receive an overall performance appraisal rating of "Does not meet expectations" will not be eligible for consideration for a salary increase or merit-based compensation.
4. Faculty members who receive a Level 2 performance warning during the annual review period will not be eligible for promotion through the College District's faculty rank process.
- 3-5. Faculty members who receive an overall performance appraisal rating of "Does not meet expectations" will not be eligible for promotion through the faculty rank process.

**Full-Time Faculty Evaluations**

There are three types of evaluation or review for full-time faculty:

1. An annual performance evaluation by the Associate Dean/Director.
2. An initial and periodic peer review by the Council on Excellence.
3. Promotion through the faculty rank process by the Faculty Rank Ad-Hoc Committee.

**Faculty Annual Performance Evaluation**

The Annual Performance Evaluation by the Associate Dean/Director for full-time faculty will be according to the terms of established criteria and the Annual Performance Evaluation instrument. Components of the evaluation for full-time teaching faculty will include:

1. ~~Student Surveys of Instruction.~~
2. ~~Class Visit Evaluation.~~
3. ~~Self evaluation.~~
4. ~~Associate Dean/Director's Annual Evaluation of Faculty Performance.~~

In addition, multi-year contract applications will also include:

- ~~1. Council on Excellence Review of Multi-year Contract Applications.~~
- ~~2. Faculty Board Reports (for multi-year contract applications).~~

Council on Excellence  
Peer Review

Peer review by the Council on Excellence will be according to the established criteria and procedures.

Faculty Rank Ad-Hoc  
Committee Review

Components of the review by the Faculty Rank Ad-Hoc Committee full-time faculty will be according to the established criteria and procedures.

**Promotion of Faculty  
Rank**

Full-time faculty in good standing may elect to apply for promotion through the Faculty Rank process. The primary areas of review for faculty rank promotion are:

1. Excellence in Teaching.
2. Excellence in Service.
3. Excellence in Professional Engagement through Scholarly, Industry, Professional and Artistic Works.

Detailed information regarding the faculty evaluation, review, and rank promotion processes is are in the College District's Faculty Handbook and at a designated website or intranet page. and on the Council on Excellence (COE) website.

**Associate-Adjunct  
Faculty Evaluation**

An important element of the instructional program at the College District is the associate-adjunct faculty.

In a continual effort to improve the quality of the instructional process, all associate-adjunct faculty members will be evaluated on a periodic basis by the associate dean/director or other assigned academic personnel. Associate-Adjunct faculty members are employed on a semester-to-semester basis, as need dictates, and renewal, if any, of that employment is based in part on past evaluations.

Components of the evaluation of associate-adjunct faculty members will include student surveys of instruction, and class visits/observation forms, and a review of disciplinary forms, if any.

**Evaluation of Staff  
and Administrators**

Annual written supervisory evaluations of the College District employees in staff, administrative, and leadership positions will also play a significant role in maintaining an excellent educational program. By promoting the growth and development of employees through acknowledging strengths and developing action plans for improving skills, the College District continually strives to meet and exceed its standards for excellence.

Components of the evaluation for full-time staff and administrators include the following items, which are measured/evaluated in relationship to accomplishment of objectives outlined in the College District-wide strategic plan:

1. Goals;
2. Achievements; and
3. Performance indicators, such as essential job functions and demonstration of core values.

**Recognition and  
Merit Compensation**

Purpose

The College District recognizes that some employees perform at an exemplary level by either doing significantly more than what is normally expected of the position by working on special projects of major importance in addition to assigned duties and responsibilities, or by performing their regular duties at a level that far exceeds expectations over a sustained period of time. The use of merit and bonus awards is a positive way to inspire excellence in performance and an appropriate way to reward those employees who contribute beyond expectations.

General Guidelines

Merit awards generally fall into two categories: non-recurring bonuses and other forms of recognition (such as days off, letters of commendation, plaques, etc.), which may be more appropriate in certain circumstances or for some employees.

Individual awards will not be construed as establishing automatic or mandatory increases for attainment of certain ratings on performance evaluations.

Types of Awards

*Non-Recurring  
Bonus*

A non-recurring bonus is a lump sum or cash-equivalent award granted on a one-time basis that does not alter the current base salary of the employee. The use of bonuses is appropriate for special recognition of exceptional performance on a project, activity, or initiative of major importance to the department or to the College District.

*Other Forms of  
Recognition*

Other forms of recognition, such as days off, letters of commendation, plaques, etc., may also be used when appropriate to recognize performance that is deemed to be exemplary on a project, task, or initiative.

Conditions

Non-recurring bonuses and other forms of recognition are considered annually during the performance appraisal period. The total number of awards will be within the annual merit compensation budget.

Approval

Supporting documentation will be added to a written recommendation from the appropriate administrator with the rationale for the

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award. The recommendation will be forwarded for review/consideration up through the Leadership Team. Final approval rests with the District President, except in the case of a non-recurring bonus that exceeds five percent of an individual's annualized base salary. In that case, a non-recurring bonus must be submitted for consideration by the Board.

Effective Date

The effective date for a non-recurring bonus or merit increase will be on the regular September payroll following the final level of approval.

**Appeals****Complaints**

Appeals will be directed through DGBA(LOCAL). Complaints related to an employee's overall rating on an Annual Performance Appraisal are not allowed.

However, an employee may file a complaint for any other reason as listed in DGBA(LOCAL). Such complaints will be handled through the complaint process outlined in DGBA(LOCAL).

Appeals

A faculty member may appeal against the denial of faculty rank through the established appeal process.

**Full-Time Faculty on Contract**

The employment of a faculty member serving on a faculty contract may be concluded at the end of the contract term or earlier.

If it is the intent of the College District to renew a faculty member's contract, the contract ~~Contracts for full-time faculty members~~ will be renewed at the end of the contract term, provided sufficient funds are available and approved by the Board and provided the District President or designee has not issued a notice of nonrenewal or of termination.

If it is the intent of the College District not to renew a faculty member's contract or to terminate the contract, the faculty member shall be notified, in writing, in accordance with applicable Board policies. If the term of the faculty member's contract is one year, such notice will be provided by March 1 of the contract year. If the term of the faculty member's contract is longer than one year, such notice will be provided by January 31 in any contract year, or at any other time as provided in the contract.

**Positions Funded with Nonbudgeted Resources**

Contracts for employees in positions funded with resources other than regularly budgeted College resources (e.g., grant or other third-party funding) ~~will~~ may be renewed provided sufficient funds are available and approved by the Board and provided the District President or designee has not issued a notice of nonrenewal or termination.

**Temporary Employees**

Contracts for temporary faculty members, whether full-time or part-time, will not be automatically renewed.