

ISOTHERMAL COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
January 6, 1976

The Board of Trustees met Tuesday, January 6, at 7: P.M. in the Board Room. Those present were Jack Buchanan, Janie Callahan, Mike Davis, Hollis Owens, Max Padgett, James Tanner, Dr. Ernest Yelton, Jack Paul, Dean of Student Personnel; Ralph Porter, Business Manager; Stover Dunagan, Director of Development; Dr. Lena Mayberry, Assistant to the President; and Fred Eason, President of the College. Mr. Tanner, Chairman, called the meeting to order. The minutes of the September 3rd and November 12th meetings were approved.

Upon recommendation of the President, the following policy on retirement was unanimously approved:

Retirement for all personnel is compulsory, effective July 1 following their sixty-fifth birthday. Upon specific request by the President, employees beyond retirement age may be employed on a one year basis for as many years as the Trustees may choose to re-appoint them.

Upon the recommendation of the President, the following policy on Due Process was unanimously approved:

A. Chair of Appeal

In case of problems arising from disagreements between institutional personnel the following procedures are to be followed:

1. Student - Instructor

The following sequence of appeal is appropriate:

Division Chairman  
Dean of Instruction  
President  
Board of Trustees  
Courts

2. Instructor - Division Chairman

Dean of Instruction  
President  
Board of Trustees  
Courts

3. Division Chairman - Dean of Instruction

President  
Board of Trustees  
Courts

4. Dean of Instruction - or any other Dean - President

Board of Trustees  
Courts

5. Maintenance Staff - Business Manager

President  
Board of Trustees  
Courts

6. Any Other -

Disputes involving any other, will follow a corresponding chain of appeal through the chain of command to the courts if necessary.

Any staff member at any level has the right to be heard by the Board of Trustees. A request for such a hearing should be made to the President, who is required to arrange for such a hearing.

B. Dismissal Cases

The Due Process positions outlined below apply to a faculty member under contract who is dismissed during the term of said contract. Due Process must be considered in two ways:

1. Substantive Due Process: The substance and nature of the action taken by the institution cannot infringe upon the full range of constitutional protections afforded the individual citizen. Contract termination or non-renewal should not be for reasons that include but are not limited to the following:
  - a. Infringement on the faculty member's responsible academic freedom.
  - b. Denial of free speech - 1st Amendment.
  - c. Denial of the protection against self-incrimination - 5th Amendment.
  - d. Circumvention of Due Process - 5th and 14th Amendments.
  - e. Denial of Equal Protection - 14th Amendment (eg: discrimination on the basis of race, sex, religion, politics, color or natural origin.)
  
2. Procedural Due Process: The established policy of the courts must be followed as to the basic minimum requirements expected during the procedure. In Lucas et al. v. Chapman et. al., 43 OF. Supp 945 (5th Cir. 1970) the court listed minimum due process in termination cases:
  - a. Written notice of the cause for termination.
  - b. Written notice of the names and nature of the testimony of witnesses against the individual.
  - c. A meaningful opportunity to be heard in his own defense.
  - d. A hearing with counsel, if so desired, before an impartial tribunal possessing some academic expertise.

### C. Due Process - Non-Renewal Cases

The Due Process positions outlined below apply to a faculty member whose term of contract has expired. The institution does not wish to renew the contract.

1. Only substantive Due Process must be followed as outlined above (A.1.).
2. Procedural Due Process need not be followed. If B.1. obtains, it is sufficient to let the contract terminate without:
  - a. Reason or cause
  - b. Notice
  - c. Hearing

Note: If the faculty member can demonstrate a prima facie case for the violation of constitutional rights the burden of proof lies with the Institution to demonstrate this not to be the case.

#### TABLE OF COMPARISON

<u>Faculty Dismissed During Contract Year</u>	<u>Faculty Contract Not Re-Renewed</u>
Substantive Due Process	Substantive Due Process
Procedural Due Process	<u>No</u> Procedural Due Process
Notice of Changes	<u>No</u> Notice of any kind needed
	<u>No</u> reason for non-renewal need be given
Hearing with counsel	<u>No</u> hearing need be afforded
Suspension with pay up to thirty days	
Burden of proof is on the Institution both on campus and in the courts	Faculty member may seek relief from courts. The burden of proof is on the institution to demonstrate substantive Due Process was accorded the faculty member. There is no other requirement.

### D. Attendant Circumstances

1. Current trends in faculty contracts assign a higher handicap to the Institution than in the past. Policies and practices of an institution should be matters of precision. A handbook of all procedures that affect the faculty should be provided to each faculty member and each contract should refer specifically to this handbook.

2. Records necessary for making decisions must be maintained.
3. The distribution and return of contracts and "letters of intent" should be tied directly to a published calendar and should refer to a specific job description.
4. A letter, providing the following information of contract termination, should be sent by registered mail and should be limited to the statement of charges.
5. The faculty member in question should be suspended with pay up to thirty days. The faculty member should be given the opportunity of resigning or petitioning for a hearing within that time frame.

#### E. Types/Categories of Personnel

For each type of personnel action throughout all personnel categories there should be a clearly defined and published procedure for making decisions, indicating who makes recommendations, who makes decision, and the criteria used to make such decisions. In all instances the Board of Trustees should take formal action with regards to the policies and procedures to be employed.

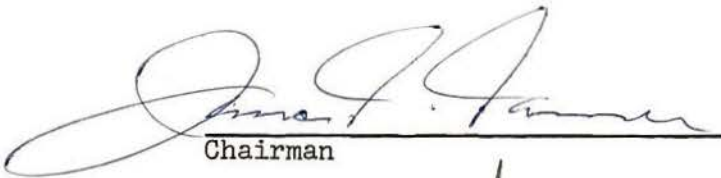
#### F. Humanism in Personnel Disputes

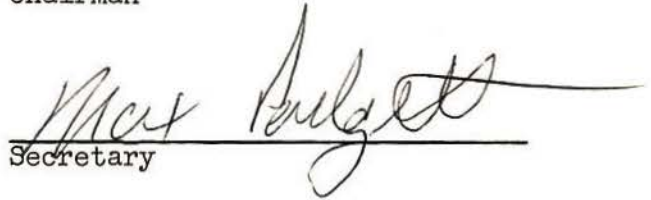
Despite some allegations to the contrary, the traditional personnel system that is now being challenged in contract renewal cases left more room for the exercise of humanitarianism than the contract-bound system that is replacing it through litigation. It did not, to be sure, guarantee that the system would always work humanely, and perhaps yesterday's notion of what is humane may not appeal to some of today's faculty. Nevertheless, we often see in contract renewal cases the inability of traditional attitudes toward humaneness to cope with the new contract-mindedness. Tradition said it was humane to offer an unsatisfactory faculty member the opportunity to resign rather than have a refusal to renew his contract entered in his record. Today, this course of action is read as compulsion, a way for the college to avoid trouble.

This and other examples that might be cited suggest that humanitarian discretion, so long a basis of academic personnel administration, will be applied in the foreseeable future with extreme caution.

The Board unanimously approved the fund transfers recommended by the President. President Eason reported that expenditures through December 31st are within the limits projected in the budget. Jack Paul, Dean of Student Personnel; Ralph Porter, Business Manager; and Dr. David Daniel, Dean of Instruction; presented reports regarding their particular areas of responsibility.

After these reports, the business portion of the meeting was adjourned and Dr. Mayberry and President Eason led the trustees on a tour of the college campus.

  
Chairman

  
Secretary