The Board or the President may determine not to renew the contract of an executive/administrative employee. When a determination is made that an executive/administrative employee is not to be reappointed, that employee shall be notified in writing of the expiration date of the contract and that it will not be renewed.

The determination of non-renewal of the employment contract need not be for cause.

A. Expectancy of Reemployment

The Board of Trustees has no legal obligation to renew the contract of an executive/administrative employee. No executive/administrative employee of the College except the President is authorized to give express or implied assurances of employment beyond any current contract period to any executive/administrative employee employed by the District Board of Trustees. If any executive/administrative employee asserts that an expectancy of reemployment has been acquired, any such assertion including the basis thereof must be fully set forth in writing to the President within fifteen (15) work days from the date of notice of non-renewal and must be within the aforementioned limitations.

B. Impermissible Reason(s) for Non-renewal

If an executive/administrative employee asserts that the non-renewal is based upon discrimination or other impermissible reason(s), such assertion, including the basis thereof, must be fully set forth in writing to the President within fifteen (15) work days from the date of notice of non-renewal. The executive/administrative employee shall state the evidence that will be used to support the assertions and shall provide a list of witnesses to be called with a brief statement as to what each witness shall testify.
C. Appeal of Non-renewal

The President or designee may hear the charges made by the executive/administrative employee. The attorney for the Board shall serve as legal advisor to the President but shall not take part in any deliberation.

A notice of hearing shall be sent setting forth the time, place, and nature of the hearing. The hearing shall be recorded by stenographic or mechanical device and all testimony and exhibits shall be preserved but shall be transcribed only at the written request and expense of the executive/administrative employee.

The hearing shall be confined to a determination of whether facts exist that indicate that non-renewal of the executive/administrative employee’s contract is grounded on some unconstitutional basis or that there was a valid existence of an expectancy of reemployment. The executive/administrative employee shall bear the burden of proving the allegations.

The parties shall be afforded the following rights to assure due process: the presentation of oral and documentary evidence; the opportunity to confront and cross-examine adverse witnesses; representation by counsel at party’s own expense; opportunity to make opening and closing arguments. Legal rules of evidence shall be adhered to except where reason and justice require the waiver of strict compliance.

If the executive/administrative employee makes a *prima facia* case, the institution must then come forward with facts to refute the claim and to support the reason or reasons for the decision not to offer reappointment.

The President or designee shall make written findings of fact, conclusions of law, and recommendations.