

Section 3 Human Resources

The purpose of this section is to record the various personnel rules, regulations, policies, and procedures of the Federal and State governments, the State Board, and the System Office. Special attention is given to the difference in provisions for faculty and classified employees.

3.0 Categories of Employment (SB)

All employees in the VCCS are State employees. Personnel are further categorized as follows:

3.0.0 Nine-month Teaching Faculty

Full-time teaching faculty (including program heads and assistant division chairmen) are normally on nine-month appointments which include the fall and spring semesters of the academic year. All assistant division chairmen and program heads are appointed as teaching faculty. Such appointments are made at the discretion of the individual college.

3.0.1 Twelve-month Professional Faculty

Professional faculty are individuals holding non-teaching positions with continuing responsibilities, employed on a twelve-month basis beginning July 1 and ending on June 30. All professional faculty are assigned a faculty rank for which they qualify. Librarians and Counselors are professional faculty. Colleges may also designate Coordinator, Assistant Coordinator, and Administrative Officer level positions as professional faculty.

3.0.2 Twelve-month Administrative Faculty

Administrative faculty perform work related to the management of the educational and general activities of the college, department, or division. All administrative faculty are normally employed on a twelve-month basis beginning on July 1 and ending on June 30. Twelve-month administrative faculty personnel are assigned a faculty rank for which they qualify.

3.0.3 Restricted Faculty

Restricted faculty are individuals holding a restricted appointment to instructional, administrative or professional faculty positions. A restricted appointment is an appointment to a position that is funded in whole or in part by non-State revenues, or has been accepted under special conditions, or that is identifiable as non-continuing in nature.

3.0.4 Regular Part-Time Faculty

Regular part-time faculty are employed on a continuing basis to teach less than a full load.

3.0.5 Adjunct Faculty

Adjunct faculty are employed to teach less than a normal faculty load or to teach less than a full session on a semester by semester or summer term basis. The adjunct faculty contract contains no guarantee of continued employment.

3.0.6 Classified Employees

Classified employees are employees who occupy positions that are listed in the Commonwealth's Compensation Plan, and who are covered by the Virginia Personnel Act as found in Chapter 10, Title 2.1 of the Code of Virginia, once they have completed the probationary period.

3.0.7 Wage Employees

Wage employees are employees not covered by the Virginia Personnel Act (also referred to as hourly, P-14, or WE-14 employees) who are non-exempt for purpose of overtime compensation, and who are used to supplement the work force during seasonal or temporary workloads, to provide interim replacements, or to perform short-term projects, or other jobs that do not require full-time classified employees. Wage employees are limited to working 1500 hours per agency per year.

3.1 Academic Rank and Administrative Titles

3.1.0 Academic Rank

The titles authorized for the four standard levels of faculty rank are Professor, Associate Professor, Assistant Professor, and Instructor. The qualifications for these are on the VCCS-29.

3.1.1 Special Rank

- a. Assistant Instructor may be used for individuals, appointed on a temporary or emergency basis for one year, meeting most of the minimum requirements for the instructor rank and who show evidence of being able to complete such requirements within one year. A one-year renewal may be requested by a college administrator for a person who is actively pursuing completion of the necessary requirements.
- b. Lecturer may be used when qualifications make it more appropriate than other titles. It may also be used for grant funded positions if VCCS-29 qualifications do not apply.

3.1.2 Professor Emeritus

The establishment of the status of Professor Emeritus is recommended as a method of honoring persons for meritorious service. The President of the college shall establish a procedure for selecting retired employees of the college who held faculty rank (usually that of Associate Professor or Professor), with a minimum of ten years of service in the VCCS, and who

have made meritorious and significant contributions to the college for appointment as Professor Emeritus with all the rights and privileges established by the college.

3.1.3 Use of Administrative and Professional Titles and Faculty Rank (C)

All faculty employees shall use the faculty rank and/or administrative titles as recommended by the college president and approved by the VCCS, and the State Board, in all formal or official operations of the college.

Appropriate titles of faculty rank and administrative office are granted to persons on the basis of the requirements of the position and the qualifications of the person holding such position, in accordance with the Governor's Consolidated Salary Authorization for Teaching and Research Staff in Institutions of Higher Education and the regulations of the VCCS.

3.2 Faculty Qualifications (SB)

3.2.0 Qualifications for Academic Ranks and Special Ranks

These qualifications are stated on the "Normal Minimum Criteria for Each Faculty Rank," VCCS-29, as approved by the State Board.

3.2.1 Qualifications for Administrative and Professional Faculty

- a. The normal minimum criteria for faculty as listed in Columns 1 and 2 of the VCCS-29 are normally used to determine the rank for administrative faculty members.
- b. Columns 3 and 4 of the VCCS-29 may be used if there is appropriate justification. Experience related to the administrative position under consideration must be used to justify using these columns.
- c. Columns 5 and 6 of the VCCS-29 are normally not used with respect to administrative appointments.
- d. The minimum academic credential for the positions of Provost, Vice President of Instruction, and Vice President of Instruction and Student Services in the VCCS is an earned doctorate. All vacancy announcements for these academic positions must clearly state that an earned doctorate is the minimum degree required.

3.2.2 Qualifications for Adjunct Faculty

The minimum qualifications for adjuncts are based on qualifications for the regular ranks from assistant instructor through professor. The equated ranks determine the salary. Under certain circumstances, exceptions to qualifications may be made; provided, however, any exceptions to criteria for adjuncts, as outlined in the VCCS-29, are fully justified and documented.

Virginia Community College System

Qualifications of Faculty

Qualifications for faculty in the Virginia Community College System are aligned with the Principles of Accreditation of the Commission on Colleges of the Southern Association of Colleges and Schools (SACS). SACS states:

The institution employs competent faculty members qualified to accomplish the mission and goals of the institution. When determining acceptable qualifications of its faculty, an institution gives primary consideration to the highest earned degree in the discipline in accordance with the guidelines listed below. The institution also considers competence, effectiveness, and capacity, including, as appropriate, undergraduate and graduate degrees, related work experiences in the field, professional licensure and certifications, honors and awards, continuous documented excellence in teaching, or other demonstrated competencies and achievements that contribute to effective teaching and student learning outcomes. For all cases, the institution is responsible for justifying and documenting the qualifications of its faculty.

Credential Guidelines:

1. Faculty teaching associate degree courses designed for transfer to a baccalaureate degree: doctor's or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline)
2. Faculty teaching associate degree courses not designed for transfer to the baccalaureate degree: bachelor's degree in the teaching discipline, or associate's degree and demonstrated competencies in the teaching discipline.

In addition to the above two categories of faculty specified by SACS, the VCCS adds the following:

3. Faculty teaching courses designed for non-associate degree occupational fields: high school diploma or equivalent with demonstrated competencies in the teaching field.
4. Faculty teaching developmental courses: bachelor's degree in a discipline related to the teaching assignment and either teaching/occupational experience related to the teaching assignment or graduate training in developmental education.

The accompanying chart (VCCS-29) specifies the normal minimum criteria for each faculty rank. This chart applies to teaching faculty and administrators. For administrators and professional faculty (counselors, and librarians), "teaching effectiveness" refers to effective performance in the primary area of responsibility and "teaching experience" includes professional service in the primary area of responsibility. The chart should be used and interpreted in conjunction with the above general principles, Section 3.2 (Faculty Qualifications) of the VCCS Policy Manual, and the following interpretive specifications

Interpretive Specifications

- ❖ Fulfillment of normal minimum criteria does not guarantee original placement in, or promotion to, a given rank.
- ❖ Minimum degree requirements for original appointments and promotions must be met.
- ❖ The following are appropriate substitutions for requirements beyond the minimum degree specified for a given rank, which may be used at the discretion of the college.
 - a) Teaching experience beyond the minimum required may be used in lieu of occupational experience at the rate of one year of teaching experience being considered equivalent to a required year of occupational experience.
 - b) Occupational experience beyond the minimum required may be used in lieu of teaching experience at the rate of one year of related occupational experience being considered equivalent to a required year of teaching experience.
 - c) Educational preparation above the requirements for initial placement in rank may fulfill requirements for occupational experience and/or teaching experience at the rate of 30 undergraduate credits being considered equivalent to one year of teaching or occupational experience, and 24 graduate credits being considered equivalent to one year of teaching or occupational experience.

- d) Certification in lieu of a degree will be possible for initial hiring in Columns 3 and 5. Business, industry and professional certifications may substitute for educational requirements. Equivalencies must be documented, approved by the president, and placed in the personnel file as an attachment to hiring and promotion documents.
- e) Eighteen graduate semester hours of course work related to the teaching field may substitute for the requirement that a bachelor's degree be related to the teaching field.
 - ❖ Measurement of teaching effectiveness for initial appointments is determined through references; for promotions, it is determined using the evaluation ratings for the two previous years.
 - ❖ The MFA Degree for those faculty who teach a majority of classes in studio art, theater, or creative writing areas shall be recognized as a terminal degree. The requirement of the doctoral degree under columns one and two for such faculty will not be necessary; however, these faculty will still need to satisfy the requirements of credits in the teaching field and another requirements for promotion to upper ranks of the professoriate.
 - ❖ In cases where program accreditation agencies recommend specific graduate courses for faculty, those courses should be considered to be "in the teaching field" for VCCS- 29 purposes regardless of the course prefix or other criteria normally used to determine the status of course work.

Interpretive Specifications for Promotions Only

- ❖ Credit hour equivalency may be granted for no more than a total of 15 semester hours by either a. or b. below or a combination of both during employment with the VCCS.
 - a) Active participation in given learning experiences (c. e. u. classes, workshops, conferences, seminars, etc.) when part of a plan approved by the Community College President applying the following formula: 45 contact hours is equivalent to one semester credit hour.
 - b) Non- teaching work experience directly related to the faculty member's field at a rate not to exceed 1.25 semester credit hours per month of full- time equivalent work experience and not to include work experience applied toward initial appointment.

- ❖ Any exceptions to the criteria as outlined in the VCCS-29 must be fully justified and documented in accordance with the Community College's Human Resource Delegation Agreement.

VCCS-29 Normal Minimum Criteria for Each Faculty Rank Effective July 1, 2005

	Faculty in Humanities, Soc. Sciences, Natural Sciences and Math, Developmental Studies, Counselors, Librarian,		Faculty in Specialized Professional or Technical Associate in Applied Sciences or Arts Degree Fields		Faculty in Non-Associate Degree Occupational Fields	
	Initial Appointment/ Promotions	Promotions	Initial Appointment/ Promotions	Promotions	Initial Appointment/ Promotions	Promotions
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
ASSISTANT INSTRUCTOR	Appointment on a temporary or emergency basis for a period of one year for persons who meet most of the minimum requirements for the instructor rank and who show evidence of being able to complete such requirements within one year. A one-year renewal only of assistant instructor appointment may be considered upon request of the college administrator for a person who is actively pursuing completion of the necessary requirements.					
INSTRUCTOR	Good		Good-		Good	
Teaching Effectiveness						
Academic Preparation	Master's in field or Master's w/18 grad. s.h. in teaching field		Bachelor's in teaching field <i>or</i> Associate's in teaching field with demonstrated competency in teaching field.		H.S. dip. or equiv. Assoc. or equiv. in teaching field preferred.	
Experience:						
Related Occup. Exp.	0 yrs.		2 yrs.		5 yrs. current exper.	
Total Teaching Exp.	0 yrs.		0 yrs.		0 yrs.	
F/T Community College Experience	0 yrs.		0 yrs.		0 yrs.	
Professional Activities and Contributions	Demonstrates Potential		Demonstrates Potential		Demonstrates Potential	
ASSISTANT PROFESSOR	Very Good	Very Good	Very Good	Very Good	Very Good	Very Good
Teaching Effectiveness						
Academic Preparation	Master's + 24 grad s.h. (27 grad s.h. in teaching field.)	Master's + 15 grad. s.h. (27 grad. sem. hrs in teaching field)	Bachelor's in teaching field + 24 grad. s.h	Bachelor's in teaching field +15 grad s.h.	Assoc. or equiv. (Major in teaching field)	High school or equiv. + 30 s.h. hrs. toward an Assoc Degree
Experience:						
Related Occup. Exp.	0 yrs.	0 yrs.	2 yrs.	2 yrs.	5 yrs.	5 yrs.
Total Teaching Exp.	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
F/T Community College Experience	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
Professional Activities and Contributions	Good	Good	Good	Good	Good	Good
ASSOCIATE PROFESSOR	Excellent	Excellent	Excellent	Excellent	Excellent	Excellent
Teaching Effectiveness						
Academic Preparation	Doctorate (36 grad s.h. in teaching field)	Master's + 39 grad. s.h. (36 grad hours in teaching field)	Master's related to teaching field +15 grad s.h.	Master's related to teaching field	Bachelor's related to the teaching field	Assoc. related to the teaching field or equiv. + 30 s.h.
Experience:						
Related Occup. Exp.	0 yrs.	0 yrs.	2 yrs.	2 yrs.	5 yrs.	5 yrs.
Total Teaching Exp.	6 yrs.	6 yrs.	6 yrs.	6 yrs.	6 yrs.	6 yrs.
F/T Community College Experience	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
Professional Activities and Contributions	Very Good	Very Good	Very Good	Very Good	Very Good	Very Good
Min. VCCS Exp. in Previous Rank	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
PROFESSOR	Excellent	Excellent	Excellent	Excellent	Excellent	Excellent
Teaching Effectiveness						
Academic Preparation	Doctorate (36 grad s.h. in teaching field)	Doctorate (36 hours in teaching field)	Master's related to teaching field + 36 grad. s.h.	Master's related to teaching field + 36 grad s.h.	Master's related to the teaching field	Master's related to the teaching field
Experience:						
Related Occup. Exp.	0 yrs.	0 yrs.	2 yrs.	2 yrs.	5 yrs.	5 yrs.
Total Teaching Exp.	9 yrs. Post secondary	9 yrs.	9 yrs. Post secondary	9 yrs.	9 yrs. Post secondary	9 yrs.
F/T Community College Experience	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
Professional Activities and Contributions	Exceptional	Excellent	Exceptional	Excellent	Exceptional	Excellent
Min VCCS Exp. in Previous Rank	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.

Virginia Community College System
NORMAL MINIMUM CRITERIA FOR EACH FACULTY RANK

3.2.3 Degree Equivalency

- a. The earned doctor's degree normally includes the Ph.D., D.Sc., and Ed.D.
- b. For faculty whose effective employment date with the VCCS is July 1, 1995, or anytime thereafter, or for current employees who earn a master's or bachelor's degree on July 1, 1995, or anytime thereafter, only those graduate hours taken after the master's or bachelor's degree requirements are completed may be used to determine salary increments for initial salary calculations or to meet promotional requirements. For all other faculty, the equivalency factor of 30 hours for the master's degree will be continued.
- c. Degrees such as M.D., D.D.S., D.V.S., and J.D. are normally equivalent either to the master's or specialist degrees and must be evaluated on the basis of the number of years or credits of applicable graduate study. For appointment and promotion purposes, the First Professional Degrees may be regarded as equivalent to the earned doctor's degree if these degrees include seven years or 84-90 post-baccalaureate semester credit hours in actual classroom instruction.
- d. In considering college degrees for initial appointment or promotion, the highest degree accepted for consideration must have been awarded by a regionally accredited educational institution. If the highest degree is from a non-regionally accredited institution outside the United States, evidence must be presented showing that the faculty member has appropriate academic preparation. Foreign transcripts must be evaluated by an approved credential evaluation service.

3.2.4 College Training and Experience

College training and experience includes the following:

- a. College degrees;
- b. Number of undergraduate and graduate credits in major teaching field;
 - (1) Courses in field will normally have their substantive content in the principal discipline field for which the faculty member is hired. When neither discipline prefix nor course title reflects this substantive content, the faculty member must supply documentation to his or her supervisor who will determine the appropriateness of the course content. Recommendations of acceptable courses will be reviewed by the academic vice president and forwarded to the president for final approval.
 - (2) Courses in related teaching field will normally pertain directly to concepts or application of the principal discipline field for which the faculty member is hired. The faculty member must supply documentation of such direct pertinence to his or her supervisor, who will determine the appropriateness of the course content. Recommendations of acceptable courses will be reviewed by the academic vice president and forwarded to the president for final approval.
- c. Professional and occupational certificates or licenses;
- d. Apprenticeships;
- e. Training in trade schools and special schools;

- f. Internships;
- g. Advanced studies; and
- h. Previous occupational experiences in business, government, industry, and the professions and previous educational experiences both inside and outside the VCCS.
- i. Faculty teaching in the occupational/technical fields are required to possess some appropriate occupational experience in fields related to the subjects they are teaching. They are encouraged to keep up to date with occupational developments through visitations, summer employment in industry, and other occupational experience.

3.3 Recruitment and Selection of Faculty (SB)

3.3.0 Recruitment and Selection Procedures

Each college shall have written policies pertaining to recruitment and selection.

3.3.1 Recruitment of Faculty Rank Applicants

The responsibility for faculty recruitment rests with the individual college. The System Office will prepare and distribute a monthly listing of vacant VCCS administrative, professional, and teaching faculty positions to appropriate nation-wide recruitment sources and the community colleges and assist in college recruitments upon request. No fees shall be paid to recruit employees from personnel agencies.

3.3.2 Conflict of Interest in Employment (SG; SB)

Purpose: It is the purpose of this policy to protect college personnel, Local Board members and State Board members from any appearance of impropriety that could undermine the integrity of the VCCS employment process.

- a. Definition: For purposes of this section, immediate family shall be defined as any son, daughter, or spouse whether living in the employee's household or not. Son and daughter shall include those related by blood, marriage, or adoption. Also included in the definition are all dependents residing in the employee's or board member's household and anyone for whom the employee or board member is a dependent.

- b. General Provisions

- 1. College Personnel. An employee of the college shall not exercise any control over the employment or the employment activities of a member of the employee's immediate family and shall not be in a position to influence those activities.

For example: a spouse of the president, or a member of the president's immediate family, shall not be employed by the college. The spouse of a vice president, or a member of the vice president's immediate family, shall not be employed in the area of responsibility of a vice president.

- 2. Local Board Members. No member of a local college board shall apply for a full or part-time position in the VCCS while serving as a member of a local college board. Each community college is

prohibited from employing for remuneration, in any capacity whatsoever, either on a full-time or part-time basis, a member of the college's board, or the Board member's immediate family.

3. State Board Members. No member of the State Board shall apply for a full or part-time position in the VCCS while serving as a member of the State Board. The community colleges and the System Office are prohibited from employing for remuneration in any capacity whatsoever, either on a full-time or part-time basis, a member of the State Board, or the Board member's immediate family.
4. New State Board members who have a family member covered by the definition of immediate family in a., above, who is employed or has accepted employment with the Virginia Community College System prior to the effective date of the board member's term of service shall be asked to abstain from all votes regarding conditions of employment or any issue which may raise a perception of conflict of interest as determined by the Board Chair.

3.4 Faculty Appointment

3.4.0 Original and Continuing Appointment Policy (SB)

3.4.0.0 Definitions

- a. Appointment Dates -- The effective date for all appointments is July 1 through June 30 irrespective of whether the rank and salary proposal covers a nine- or twelve-month period. The rank and salary proposal shall specify the period of service, the rank and the salary. The period of service for nine-month faculty is August 16 - May 15 and July 1 - June 30 for twelve-month faculty.
- b. One-year Appointment -- A one-year appointment shall be for one (1) year and may be renewed annually.
- c. Multi-year Appointments -- Multi-year appointments shall be three or five years in duration.
 - (1) Three-year Appointment -- A three-year appointment shall be for three (3) years and shall not be affected by change in faculty rank.
 - (2) Five-year Appointment -- A five-year appointment shall be for five (5) years and shall not be affected by change in faculty rank.
- d. Year of Service -- For purposes of eligibility for multi-year appointments, a year of full-time employment for both nine-month and twelve-month faculty personnel is full-time employment for two academic semesters (fall and spring), the salary for which is chargeable to a single fiscal year's budget. Employment for less than this period shall not constitute a year of full-time employment and shall not count toward the time eligibility period for a multi-year appointment. An unauthorized absence of 14 days or less in an academic year will not cause that year to be discounted. See IV. Leave of Absence.
- e. Nonreappointment -- The decision not to renew the appointment of a faculty member at the end of the current appointment period.

3.4.0.1 Eligibility

- a. Faculty -- Only teaching faculty, counselors, and librarians, who are employed in unrestricted full-time appointments and have been recommended for reappointment, are eligible for three- and five-year appointments. Administrators who hold faculty rank, faculty members with the rank of assistant instructor or lecturer, or those on restricted appointments serve only one-year or shorter appointments. Whenever the person becomes otherwise qualified, full-time employment in these capacities counts toward the eligibility for a multi-year appointment.
- b. Tenured Faculty -- Faculty having tenure on the effective date of this policy shall, unless they elect otherwise, remain subject to the tenure policy of January 29, 1969, as amended; however, such faculty shall be subject to the college evaluation procedures.

3.4.0.2 Sequence of Appointment

- a. Normal Sequence -- The normal sequence of appointment under this policy is three (3) one-year appointments, one (1) three-year appointment, and then the first five-year appointment. The sequence of appointment is subject to all of the other provisions of this policy. Nothing shall limit the number of one- and three-year appointments which may be granted nor shall anything prohibit the granting of a shorter appointment to a faculty member who had previously held a longer term appointment.
- b. Continuance -- Once a faculty member has been granted a five-year appointment, subsequent three or five multi-year renewal is presumed unless cause for discontinuance is demonstrated following review by the Ad Hoc Appointment Advisory Committee.
- c. Termination of Employment -- Termination of employment with the VCCS constitutes a break in service for purposes of seniority. (See the Procedure for Reduction of Staff Holding Faculty Rank for the determination of seniority.)

Once a faculty member has been granted a five-year appointment, subsequent three or five year renewal is presumed unless cause for discontinuance is demonstrated following review by the Ad Hoc Appointment Advisory Committee.

- d. Transfer Within the VCCS -- Upon transfer from one college in the VCCS to another college in the System, the appointment proposals accepted by faculty members while at the former college shall be deemed voided upon such transfers. The normal sequence of appointments at the receiving colleges shall be for faculty members to receive two (2) one-year appointments before being considered for the type of appointments for which they would have been eligible had they remained at the former institutions.

- e. Change of Status -- For teaching faculty, counselors and librarians who hold a multi-year appointment, an appointment to an administrator's position shall void the multi-year appointment since administrators receive only one-year appointments. For administrators transferring to a teaching, counselor or librarian position, the normal sequence of appointment shall be for the faculty member to receive one (1) one-year appointment before being recommended to the Ad Hoc Appointment Advisory Committee for consideration of a multi-year appointment, based on total previous service in the VCCS.

3.4.0.3 Leave of Absence

- a. Education Leave
 - (1) Partial Pay -- Faculty members holding three- or five-year appointments who are granted educational leaves of absence with partial pay and are not employed full-time during at least two academic semesters of the period August 16 through August 15 of the following year shall have their current multi-year appointments extended for one year.
 - (2) An educational leave of absence, with or without pay, shall not disqualify the year of its occurrence as counting towards a year of service. No more than two academic years may be exempted from the years of full-time service requirement because of educational leave.
- b. Military Leave -- A military leave of absence, for a member of a reserve unit who is called to active duty, and who, upon completion of her or his military obligation, returns immediately to the college, shall not disqualify the active military duty period as counting towards a year of service for purposes of promotion or multi-year appointments.
- c. Leave With or Without Pay -- Periods of leave, with or without pay (except for the use of earned annual or sick leave, educational leave, sabbaticals, or military leave), of over 14 calendar days cause a discontinuity for a semester, disqualifying the semester from counting towards a full year of employment, unless specific arrangements have been made between the president and faculty member. The arrangements must be in writing and placed in the faculty member's personnel file prior to the beginning of the leave. No leave without pay agreement shall exceed one fiscal year in length.
- d. Extension -- An extension of more than two years beyond the original expiration date of a multi-year appointment is not authorized.

3.4.0.4 College Procedures

- a. Ad Hoc Appointment Advisory Committee -- The president shall establish an Ad Hoc Appointment Advisory Committee to provide information and advice for the president's consideration

on all faculty members eligible for three- and five-year appointments.

- b. Committee Membership -- The distribution of the membership of this committee shall be determined by the president and shall be from the various segments of the college faculty (teaching faculty, counselors, and librarians) and administrators. Where practicable, the faculty membership shall be in general proportion to the college population of each such faculty segment, but in no case shall there be less than one representative from each faculty segment. The various segments of the college faculty shall elect from their members their representatives on this committee. The president shall appoint administrators to this committee, but in no case shall administrative representatives exceed one-third (1/3) of the committee membership.
 - c. Committee Procedures
 - (1) The committee shall elect a chair from the membership and establish operating procedures necessary to fulfill its function in accordance with guidelines established by the president. Among these guidelines shall be provisions (a) that a faculty member eligible for a three- or five-year appointment may appear before the committee to present such information as the committee deems appropriate; and (b) in the event that an administrator has participated in any preliminary decision regarding the current evaluation of the faculty member in question, the administrator shall be replaced by another administrator appointed by the president for the consideration of that faculty member.
 - (2) The committee shall consider all eligible faculty for three- or five-year appointments and any other faculty who have been recommended for special consideration by the president.
- 3.4.0.4.0 Criteria for Multi-Year Appointments -- The criteria to be considered by the committee as it considers faculty for three- and five-year appointments shall include, but not be limited to, the following: (a) competence of faculty members as teachers or in their assigned functions; (b) effectiveness of faculty members in carrying out their functions and duties as prescribed in the college Faculty Handbook; (c) ability to establish and maintain positive professional relationships with colleagues, supervisors, students, and the community; (d) extent and currency of professional qualifications; (e) adherence to all policies, procedures and regulations as outlined in the college Faculty Handbook, the VCCS Policy Manual, any policy, procedure, and regulation adopted by the college or the VCCS, and the laws of the Commonwealth of Virginia; and (f) evaluations. Where additional criteria are considered, they shall be stated in the report of the committee. In order for the committee

to consider appropriately the above criteria, the committee shall have access to all available information regarding each faculty member under consideration. Such information shall be retained in strict confidence by the committee.

3.4.0.5 General Provisions

3.4.0.5.0 Appointment

All appointments are considered approved by the State Board for Community Colleges upon execution of the faculty employment contract by the President or Chancellor if that the appointment is made in accordance with the provisions of the VCCS Policy Manual and applicable state and federal law.

3.4.0.5.1 Multi-year Appointments

Faculty members shall indicate their acceptance of the multi-year appointment by signing and returning the Appointment Proposal to the president within the designated timeframe. The president submits a certification to the Chancellor that the provisions of this Appointment Policy have been followed in the offering of multi-year appointments to college faculty.

3.4.0.5.2 Original and Continuing Appointment

By signing the Faculty Employment Contract, faculty agree to accept the general conditions of employment set forth in college policies and the VCCS Policy Manual. Additionally, each appointment is made expressly subject to the terms and conditions of the Appropriations Act of the Virginia General Assembly and the applicable laws of the Commonwealth of Virginia. Conditions of employment, academic rank, salary and beginning and ending dates shall be specified on the VCCS Faculty Employment Contract.

3.4.0.5.3 Non-reappointment or Change in Conditions

The president shall notify the faculty member in writing of the intent to non-reappoint or of any changes in the conditions of employment or special contingencies by the following dates.

1. January 15 during the first year of service.
2. December 15 after one year of service.

Multi-campus Institutions -- In a multi-campus college within the VCCS, the provisions of this policy shall apply to the institution as a whole and service on one campus shall transfer to other campuses within the same college.

3.4.0.6 Time Frames

- a. Changes in Appointment Status -- Changes in appointment status for nine-month faculty become effective on August 16 and for twelve-month faculty on July 1 each year.
- b. The president shall advise all faculty members in writing no later than June 30 of their academic rank and salary for the up-coming contract period.
- c. Return Date: If an Appointment Proposal or the Faculty Employment Contract is not returned within the specified timeframe the college may withdraw the offer.

3.4.1 Appointment Proposal and Faculty Employment Contract Forms(C)

Purpose: To provide instructions on the completion of the Appointment Proposal Form and the Faculty Employment Contract Forms.

3.4.1.0 Appointment Proposal Form: VCCS-34A-1

- a. Use: The Appointment Policy is used when there is a change in the conditions of the faculty member's employment. The following actions require an appointment proposal: change in multi-year status, change from a nine-month teaching position to a twelve-month teaching position, and from a twelve-month teaching position to a nine-month teaching position, change from twelve month administrative position to nine month administrative position change from administrative/professional faculty position to a teaching faculty position, change in the academic field taught, nine-month program head to nine-month faculty and nine-month faculty to nine-month program head and other changes deemed appropriate by the college.
- b. Time Frames: The time frame on the Appointment Proposal shall be August 16 through May 15 for nine-month teaching faculty and July 1 through June 30 for twelve-month teaching faculty and administrators. For multi-year appointment, the period covered is the length of the one, three, or five year appointment.
- c. Deadlines: Appointment Proposals, for a change in multi-year status, must be issued as soon as possible after the college multi-year process is completed but before Faculty Employment Contracts are issued. Proposals reflecting a change in the

conditions of employment must be issued by January 15 for faculty with one year of service or less and by December 15 for faculty with more than one year of service in order to be in compliance with the Nonreappointment Policy and Section 3.4.0.5.3 of this policy.

3.4.1.1 Faculty Employment Contract: VCCS 34A-2

- a. Use: The Faculty Employment Contract is the VCCS employment contract. It is to be used for full-time administrative, professional and teaching faculty.
- b. Time Frames. Faculty Employment Contracts shall be dated August 16 through May 15 for nine-month teaching faculty and July 1 through June 30 for administrative, professional faculty and twelve-month instructional faculty. Contracts may not span fiscal years. For example, if an administrator was hired effective June 10, the administrator would be issued one Faculty Employment Contract for the period June 10 through June 30 and a second Faculty Employment Contract for the July 1 through June 30 period.
- c. Special Conditions: All conditions and terms will be entered in the Special Conditions section of the form. These may include additional academic requirement, etc. A timeframe for accomplishment and a statement of the consequence of failure to meet the terms of the special conditions shall be included if appropriate.
- d. Restricted Positions: Positions may be restricted by length of appointment or by funding source. All conditions and terms for a restricted rank and salary proposal will be described in the "Special Conditions or Assignments" portion of the form. At a minimum, the Statement of Conditions should include, but is not limited to the following:

"It is understood that this contract is restricted in nature. Accordingly, there shall be no further notices of nonreappointment as this proposal shall expire without notice at the end of said term. Additionally, this appointment is subject to full and continued availability of funds."

3.4.1.2 Faculty Employment Contract for Non-Routine Appointments: VCCS 34A-3

- a. Use: The-Faculty Employment Contract for Non-Routine Appointments is used for full-time administrative, professional and teaching faculty whose initial salaries are to be presented to the State Board for Community Colleges as a non-routine action.

- b. Definitions:
1. Non-routine action: For the purposes of this policy, a non-routine action is a college's proposal to add to the faculty member's initial calculated salary a competitive salary increment that exceeds the limit in the annual Human Resource Delegated Authority Agreement.
 2. Competitive salary increment: The criteria for the addition of competitive increments to a initial salary calculation is provided in 3.8.0.1.4
- c. Procedure: College presidents will request in writing the Chancellor's authorization to make a non-routine salary offer to a candidate. The request will include information about the recruitment, college needs and the candidate's academic background and salary requirements. With the Chancellor's authorization, an employment offer may be extended pending approval of the State Board.
- d. The timeframes, special conditions, and restricted position requirements cited in 3.4.1.1, Faculty Employment Contract, b-d apply.

COMMUNITY COLLEGE LETTERHEAD
APPOINTMENT PROPOSAL

(Date)

(Name of Appointee)

In accordance with the policies of the State Board for Community Colleges as set forth in the VCCS Policy Manual and with applicable state and federal law, it is my intention to appoint you to the faculty of _____ Community College/ System Office in the position of _____ for the period _____ to _____

This appointment proposal is issued because of the following change:

- _____ Multi-year appointment status
- _____ Nine to twelve month teaching position
- _____ Twelve to nine month teaching position
- _____ Twelve to nine month administrative position
- _____ Twelve month administrative position to nine-month teaching position
- _____ Change in academic field taught (Describe in Special Conditions Section)
- _____ Nine-month program head to nine-month faculty
- _____ Nine-month faculty to nine month program head
- _____ Other (Describe in Special Conditions Section below)

Your responsibilities may include work during the day, evening, weekend, or anytime college programs are offered.

Acceptance of employment includes acceptance of the general conditions of employment set forth in the VCCS Policy Manual, System Office/ _____ Community College policies, and the laws of the Commonwealth of Virginia.

Special conditions concerning this appointment proposal are stated below. Your rank and salary shall be set forth in a separate Faculty Employment Contract.

If these terms are acceptable to you, please sign, date, and return this copy of the letter to me within _____ days from the above date.

President's Signature

Date _____

Signed _____

- _____ One Year Appointment
- _____ Three Year Appointment
- _____ Five Year Appointment
- _____ Administrative Appointment

Special Conditions:

(COMMUNITY COLLEGE /SYSTEM OFFICE LETTERHEAD)
FACULTY EMPLOYMENT CONTRACT
(Date)

(Name of Faculty Member)

This agreement is to appoint you as _____ at the rank of _____
at an annual salary rate of \$_____ for the period of _____ to _____ and \$
_____ for the period of _____ to _____. This agreement is
made in accordance with the requirements of the VCCS Policy Manual and applicable state and
federal law.

Your responsibilities may include work during the day, evening, weekend, or anytime college
programs are offered. Acceptance of employment includes acceptance of the general
conditions of employment set forth in the VCCS Policy Manual, System Office/
Community College policies, and the laws of the Commonwealth of Virginia.
Any additional conditions concerning this agreement are stated below.

The terms of this agreement are subject to the continued appropriation of sufficient funds
and the Governor's on-going authority in such matters.

If this agreement and any special conditions or assignments listed below are acceptable
to you, please sign, date, and return this copy of the form to me within _____ days from
the above date.

President's Signature

If I have an existing employment contract with the Virginia Community College System,
or one of its colleges, this contract will be considered an addendum to that existing contract.
This contract will not supersede any such existing employment contract in any way, unless
agreed to by the existing employing institution and any conflicts between such existing and
additional contracts will be construed in favor of the existing contract.

Date _____

Special conditions or assignments:

_____ One Year Appointment
of 3 Three Year Appointment
of 5 Five Year Appointment
_____ Tenured

(COMMUNITY COLLEGE /SYSTEM OFFICE LETTERHEAD)
FACULTY EMPLOYMENT CONTRACT
INITIAL APPOINTMENT
(For use with non-routine appointments)
(Date)

(Name of Faculty Member)

This agreement is to appoint you as _____ at the rank of _____
at an annual salary rate of \$_____ for the period of _____ to _____ and \$
_____ for the period of _____ to _____. Per § 23-224 of the
Code of Virginia, all appointments are contingent upon the State Board for Community Colleges'
(State Board's) approval before they become effective. The State Board grants such approval
via the VCCS Policy Manual for those appointments made in accordance with its stated
requirements and with applicable state and federal law. Because this proposed appointment is
outside of the stated requirements, it must receive the State Board's explicit approval.

Your responsibilities may include work during the day, evening, weekend, or anytime college
programs are offered. Acceptance of employment includes acceptance of the general conditions
of employment set forth in the VCCS Policy Manual, System Office/
_____ Community College policies, and the laws of the Commonwealth of Virginia.
Any additional conditions concerning this agreement are stated below.

The terms of this agreement are subject to the continued appropriation of sufficient funds and
the Governor's on-going authority in such matters.

If this proposed agreement and any special conditions or assignments listed below are
acceptable to you, please sign, date, and return this copy of the form to me within
_____ days from the above date.

President's Signature

If I have an existing employment contract with the Virginia Community College System,
or one of its colleges, this contract will be considered an addendum to that existing contract.
This contract will not supersede any such existing employment contract in any way, unless
agreed to by the existing employing institution and any conflicts between such existing and
additional contracts will be construed in favor of the existing contract.

Date _____

Special conditions or assignments:

_____ One Year Appointment

3.4.2. Restricted Faculty Appointments

Purpose

Restricted appointments create circumstances that are not appropriately handled by certain policies developed for regular faculty appointments. The purpose of the policies and procedures in this appendix are to address these special circumstances.

3.4.2.0 Definitions

- a. Restricted Appointment - A restricted appointment is an appointment to a position that is funded in whole or in part by non-State revenues, or has been accepted under special conditions, or that is identifiable as non-continuing in nature.
- b. Restricted Classified Personnel - Restricted classified personnel are individuals holding an appointment to a restricted classified position.
- c. Restricted Faculty Personnel - Restricted faculty personnel are individuals holding a restricted appointment to a teaching and research (T&R) faculty position in the Virginia Community College System. Restricted faculty personnel are further categorized as follows:
 - (1) Restricted Education and General (E&G) Faculty Personnel - Restricted E&G faculty personnel are appointed to restricted positions funded from Education and General (E&G) funds appropriated to the Virginia Community College System. Restricted E&G faculty personnel provide replacements for permanent faculty members on leave with or without pay for a specific period and who are expected to return at the conclusion of the leave. Conditions appropriate to this category include, but are not limited to, leaves for purposes of education, illness, military, or for personal reasons. Restricted E&G appointments for other purposes must have the prior approval of the Chancellor.
 - (2) Grant Funded Faculty Personnel - Restricted grant funded faculty personnel are appointed to restricted positions funded in whole or in part from sources other than Education and General (E&G) funds appropriated to the Virginia Community College System. Grant funds may derive from, but are not limited to, state, federal, local, private, or foundation sources.

3.4.2.1 Scope

- a. Applicable to Restricted Faculty Personnel Only - The policies and procedures in this appendix apply only to restricted faculty personnel. Restricted classified personnel are governed by applicable policies of the Department of Human Resource Management.

- b. Effect on Other Policies - Except as provided in this appendix, all policies, procedures, and compensation plans established by the State Board for Community Colleges, the Chancellor of the Virginia Community College System, or the individual community colleges for faculty personnel are applicable to restricted faculty personnel. This specifically includes applicable affirmative action plans and procedures. References to "faculty rank personnel" in other Virginia Community College System policies and procedures shall be deemed to include restricted faculty personnel, whether or not such personnel have been awarded faculty rank.

3.4.2.2 Special Provisions Applicable to All Restricted Faculty Personnel

- a. Required Notification of Restricted Status - Proposals of appointment to restricted positions must clearly describe the temporary nature of the appointment. See Section 3.4.1, Appointment Proposal and Rank and Salary Proposal forms.
- b. Reappointment - The provisions of the Original and Continuing Appointment Policy (Section 3.4.0) and Faculty Sanctions (Nonreappointment) Policy shall not apply to restricted faculty personnel.
- c. Reduction in Staff Policy and Severance Pay - The Reduction in Staff Policy shall not apply to restricted faculty personnel and restricted faculty personnel shall not be eligible for severance pay.
- d. Benefits - Restricted faculty personnel are to receive all benefits (hospitalization, insurance, retirement, etc.) provided by current state regulations for such positions. The cost of benefits must be included in grant budgets or the institution must bear the expense from other funds.

3.4.2.3 Special Provisions Applicable to Grant Funded Faculty Personnel

- a. Appointment Periods - The appointment period for grant funded faculty personnel may be made consistent with the period of the controlling grant, however, an appointment may not be for more than twelve months.
- b. Administrative Titles - At the discretion of the college president, descriptive titles for grant funded faculty personnel may be made consistent with titles used by the sponsor of the grant. Such titles shall not be construed to apply to college or VCCS hierarchical organizational structures or salary scales. Grant funded faculty personnel will normally be classified as "administrative officers" for VCCS appointment purposes.

- c. Faculty Rank and Faculty Qualifications - Unless the duties of the grant funded faculty personnel involve instruction of credit courses or other functions where faculty rank is appropriate, faculty rank will not be assigned and faculty qualifications prescribed in the VCCS 29, Normal Minimum Criteria for Each Faculty Rank, will not apply.
- d. Salary - Salaries for grant funded faculty personnel shall be established by the college president within resources provided by the grant and are independent of salary ranges associated with faculty ranks or administrative titles.
- e. Effect of Grant Curtailment or Termination - Grant funded faculty personnel may be terminated whenever the sponsor of the grant curtails or terminates the program.
- f. Effect of Grant Continuation, Renewal, or Extension - In the event a grant is continued, renewed, or extended, grant funded faculty personnel may be issued a new appointment or may be notified that their appointment will not be renewed. Such notice shall be in writing and shall be issued within thirty (30) days of receipt of a notification of the grant continuation, renewal, or extension or within sixty (60) days of the end of the appointment period, whichever is later.

3.4.3 Employment of Adjunct Faculty (SB)

In accordance with the Criteria of the Commission on Colleges of the Southern Association of Colleges and Schools (SACS), each college shall develop and implement a management system for adjunct faculty including recruitment, orientation, compensation, supervision, and evaluation. Further, each college shall publish and make available an adjunct faculty handbook that contains policies and procedures related to adjunct faculty.

3.5 Faculty Responsibilities (C)

The major emphasis shall be on teaching, by working with students in classrooms, laboratories, individual conferences, and related activities to help the students develop their interests and abilities to the fullest capacity to become better persons, better workers, and better citizens. To accomplish this goal, the following work loads are expected of faculty.

3.5.0 Classes (C)

Faculty teaching loads during the academic year shall include such combinations of day, evening, and weekend classes as the needs of the college require. Twelve-fifteen (12-15) credit hours and fifteen-twenty (15-20) contact hours per semester are required for all full-time faculty. For the purpose of workload calculations, every lecture hour shall equate to one (1) credit hour and one (1) contact hour; and every laboratory hour shall equate to one-half (1/2) credit hour and one (1) contact hour. When the number of credit hours falls below twelve (12) because of the number of laboratory hours involved, the number of contact hours should be increased to bring the

teaching load to the minimum of twelve (12) credit hours (utilizing the standard of two (2) laboratory hours equal one (1) credit hour) or to a maximum of twenty-four (24) contact hours.

Faculty teaching loads shall be calculated for the academic year, with a teaching load less than or in excess of normal for the fall semester being compensated for with adjustments in teaching load in the spring semester.

A faculty teaching load may also be adjusted by the college to take into consideration such factors as the use of instructional assistance, team teaching, the use of non-traditional instructional delivery systems, special assignments, and curriculum development. Curriculum development should be primarily for the development of a new program or new course in a program and/or the complete revision of an existing course or program.

Teaching-load adjustments shall be expressed in terms of an equivalent teaching load for the purpose of computing a faculty member's total teaching load.

3.5.1 Office Hours (C)

To promote the availability of faculty to work with individual students, all full-time faculty members are required to post on or near their office doors a minimum of 10 hours per week as office hours to be available to work with students on their individual academic and occupational problems. All adjunct faculty are required to provide for student advising and related activities. Each adjunct faculty member shall ensure that all students have been informed of the contact details including location and time.

Exception due to distance learning, off-campus assignments, or use of technology to serve students may be approved by the Academic Vice President or designee.

3.5.2 Teaching Faculty Assigned Temporary Administrative/ Professional Duties

Regular nine and twelve month teaching faculty may be temporarily assigned non-teaching duties (released time) for administrative/professional activities of more than 50% of an individual's full-time teaching load for a maximum of two academic years by the college president. Faculty assigned more than 50% released time for non-teaching duties for more than two years must be classified as administrative faculty unless an extension beyond two years is approved by the Chancellor. The college shall maintain a record of all released time for audit purposes.

3.5.3 Additional Activities (C)

Faculty responsibilities include committee work, student activities, community activities, student advising, and professional activities.

3.5.4 Professional Activities and Contributions

In addition to teaching effectiveness, faculty are expected to engage in and contribute toward the good of the college and its community. This requires that faculty members maintain current competence in their disciplines or specializations and that they share their expertise, time, and talents with the

larger college community. Performance in this category will be measured not only by membership or affiliation but also by the quality of the contributions made by faculty members toward these endeavors. Such activities may include but are not limited to:

- a. Membership and activity in professional and civic organizations (general and/or specialized organizations at the local, state, and/or national levels);
- b. The accomplishment of important professional development activities that may or may not be part of an individual professional development plan;
- c. Attending and participating in professional conferences; workshops, and meetings;
- d. Keeping current regarding developments in education and industry;
- e. Participating in business or industrial activities related to professional field;
- f. Participating in college and state-level professional development activities;
- g. Being active in college and Systemwide committees;
- h. Engaging in writing speeches and reports and in consulting;
- i. Engaging in classroom-based research to improve teaching or in discipline-based research that may lead to publication;
- j. Sharing innovations in using instructional technology with colleagues in other colleges;
- k. Participating in the community service program at the colleges;
- l. Participating in local colleges advisory committees; and
- m. Contributing to community welfare and community development.

3.5.5 Academic Freedom and Responsibility (SB)

To ensure the college an instructional program marked by excellence, the Virginia Community College System supports the concept of academic freedom. In the development of knowledge, research endeavors, and creative activities, college faculty and students must be free to cultivate a spirit of inquiry and scholarly criticism.

Faculty members are entitled to freedom in the classroom in discussing their subjects, but should be careful not to introduce teaching matters which have no relation to their fields. Faculty and students must be able to examine ideas in an atmosphere of freedom and confidence and to participate as responsible citizens in community affairs.

The System also recognizes that commitment to every freedom carries with it attendant responsibilities. Faculty members must fulfill responsibility to society and to their profession by manifesting academic competence, professional discretion, and good citizenship. When they speak or write as a citizen, they

will be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As professional educators, they must remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not an institutional spokesperson.

3.6 Faculty Evaluations

3.6.0 Teaching Effectiveness

Each college defines what constitutes effective teaching through its faculty evaluation process. Components of teaching effectiveness may include but are not limited to:

- a. Performance in the classroom;
- b. Continuous updating, improvement, and innovation in teaching materials, methods, and assignments;
- c. Maintenance of regular office hours, at times convenient to students; and
- d. Advisement of students.

3.6.1 Faculty Evaluation Policy (SB)

Purpose -- The purpose of this document is to provide minimum standards for the evaluation of all full-time faculty. These procedures address evaluation as it relates to the development and the improvement of professional performance; in addition to the promotion, retention, and salary of those being evaluated.

3.6.1.0 Definitions

- a. Evaluation -- Evaluation is the process whereby the performance and competence of a person holding faculty rank are systematically examined and compared with established criteria.
- b. Position Description -- A position description is the written description of the scope and responsibilities of a position or group of positions held by faculty within the college.
- c. Criterion -- A criterion is the standard, rule, or test on which a judgment or decision can be based.
- d. College Plan -- A college plan is a detailed plan of evaluation prepared by each college in accordance with standards established by the State Board.

3.6.1.1 Application -- The procedures described herein shall apply to all full-time faculty.

3.6.1.2 College Plan

- a. Preparation of Plan -- Each college and the System Office shall prepare a detailed evaluation plan.
- b. Approval of Plan -- It is expected that all full-time faculty shall be involved in the development of the plan. The plan shall be approved by a majority of faculty and by the college president.
- c. Publication of Plan -- The college evaluation plan shall be included in the college's Faculty Handbook and a copy shall be transmitted to the office of the Chancellor.

3.6.1.3 Criteria -- The college evaluation plan shall include, but not be limited to, the following:

- a. Effectiveness in the performance of the tasks delineated in the appropriate position description;
- b. Effectiveness in establishing and maintaining positive professional relationships with colleagues, supervisors, students and the community;
- c. Effectiveness in maintaining a current competence in the particular discipline or field of specialization; and
- d. Adherence to policies, procedures, and regulations of the college and the VCCS.

Where additional criteria are considered, they shall be stated in the college plan.

3.6.1.4 Summary Ratings -- Performance evaluations shall include a summary rating of Excellent, Very Good, Good, Fair or Unsatisfactory as defined below:

- a. Excellent: consistently delivers outstanding performance, substantially exceeding performance standards.
- b. Very Good: clearly exceeds performance standards.
- c. Good: performs satisfactorily, meeting performance standards.
- d. Fair: marginally meets performance standards. Improvement required.
- e. Unsatisfactory: fails to meet performance standards.

3.6.1.5 Timetable -- The college plan shall contain a timetable that shall provide for completion of the evaluation process in time for the results to be used both in the development and improvement of professional performance; as well as the determination of promotion, retention, and salary.

- 3.6.1.5.0 Frequency -- The college plan shall require evaluation no less often than the following: (a) at least two times during the first year of employment and (b) at least one time during the second and each subsequent year of employment.
- 3.6.1.5.1 Notification -- The college plan shall provide that there shall be one or more conferences between the person being evaluated and the evaluator(s) at which time the results of the evaluation shall be discussed in detail. Moreover, the person being evaluated shall be provided a written summary of the evaluation.
- 3.6.1.5.2 Access to Records -- The college plan shall provide that the person being evaluated shall have the right to examine all materials utilized in the development of the evaluation. Faculty members shall be provided an opportunity to present a rebuttal, which shall become part of the record.
- 3.6.1.5.3 Appeal -- Administrative, professional, and teaching faculty may appeal their evaluation through the Faculty Grievance Procedure.
- 3.6.1.5.4 Review Process -- The college plan of evaluation shall be reviewed periodically. The review process shall provide for the involvement of all faculty. Recommendations for change shall be approved by a majority of the faculty and submitted to the president for final approval and implementation. If the recommended changes are not approved, the president must submit recommended modifications for further consideration and re-submission. In the meantime, the existing plan would remain in effect.
- 3.6.1.5.5 Academic Freedom -- Evaluation shall not be used to restrain faculty members in their exercise of constitutional rights or academic freedom as set forth in the Statement of Academic Freedom and Responsibility adopted by the State Board.

3.7 Faculty Promotions

3.7.0 Academic Rank Promotions (SB)

Purpose -- To provide for the academic rank promotion of faculty members using the VCCS-29, Normal Minimum Criteria for Each Faculty Rank.

3.7.0.0 Definitions

- a. Year of Service -- For purposes of eligibility for promotion, a year of full-time employment for both nine-month and twelve-month faculty is full-time employment for two academic semesters (fall and spring), the salary for which is chargeable to a single fiscal year's budget. Employment for less than this

period shall not constitute a year of full-time employment and shall not count towards the time eligibility period for a promotion.

- b. Faculty Member -- For purposes of this policy, faculty members are those employees who hold faculty rank and teach or occupy an administrative, counselor or librarian position which is exempt from the classified service.

3.7.0.1 Eligibility

3.7.0.1.0 Minimum Criteria -- Qualifications for promotion to regular faculty ranks and Assistant Instructor are stated in the VCCS-29, Normal Minimum Criteria for Each Faculty Rank. Fulfillment of normal minimum criteria does not guarantee promotion to a given faculty rank.

3.7.0.1.1 Crediting Experience -- No more than one year of experience, teaching or related occupational, may be credited in a single twelve-month period. Therefore, no more than one year of experience credit may be given for a combination of teaching and related occupational experience in the same year.

- a. Experience Creditable Towards Time in VCCS -- Only permanent P-3 (Report of Appointment or Change of Status) employment with the VCCS can be counted towards time in the System.
- b. Creditable Teaching Experience -- Creditable teaching experience shall be the sum of:
 - (1) Experience computed in accordance with the VCCS Procedure to Determine Faculty Entry Level Salaries at the time of initial appointment and
 - (2) Teaching experience subsequent to initial appointment.
- c. Related Experience -- A year of related occupational experience must contain twelve months and shall be computed in accordance with the VCCS Procedure to Determine Faculty Entry Level Salaries.
- d. Leave of Absence -- A military leave of absence, for a member of a reserve unit who is called to active duty, and who, upon completion of her or his military obligation, returns immediately to the college, shall not disqualify the active military duty period as counting towards a year of service for purposes of promotion. An educational leave of

absence, with or without pay, shall not disqualify the year of its occurrence as counting towards a year of service. No more than two academic years may be exempted from the years of full-time service requirement because of educational leave.

Other periods of leave, with or without pay (except for the use of earned annual or sick leave), of over 15 calendar days cause a discontinuity for a semester, disqualifying it from counting towards a full year of employment, unless specific arrangements have been made between the president and faculty member. The arrangements must be in writing and in the faculty member's personnel file prior to the beginning of the leave.

3.7.0.2 General Provisions

- 3.7.0.2.0 Authority -- All promotions are granted by the State Board upon recommendation of the president of the college and the Chancellor.
- 3.7.0.2.1 Multi-Campus Institutions -- In a multi-campus college within the VCCS, the provisions of this policy shall apply to the institution as a whole.
- 3.7.0.2.2 Faculty Rank and Salary Proposals -- Faculty rank and salary proposals shall be dated August 16 through May 15 or July 1 through June 30 as applicable.
- 3.7.0.2.3 Contingency Conditions for Promotion – Administrative and teaching faculty must be fully qualified for promotion by the effective date of the Rank and Salary Proposal. Contingency conditions for promotion must be entered in the special conditions or assignments section of the rank and salary proposal.
- 3.7.0.2.4 Substitutions – Requirements for promotion may not be waived, however, certain substitutions for experience and education may be granted, as outlined in the VCCS-29.
- 3.7.0.2.5 Promotion of Assistant Instructor to Instructor – The salary computation for persons promoted from Assistant Instructor to Instructor shall be handled in accordance with the VCCS Procedure to Determine Faculty Entry Level Salaries.
- 3.7.0.2.6 College Promotion Procedure – Each college shall have a written procedure for considering faculty personnel for promotion in rank. Each college has flexibility in determining the dollar amount for promotion in rank; however, the established amount may not be less than \$500. This amount may include the increase required to bring faculty to the minimum of the new rank.

3.8 Faculty Compensation

3.8.0 Procedure to Determine Faculty Entry Level Salaries (SB)

3.8.0.0 The following procedures shall be used to determine the entry-level salary upon initial appointment to a member institution of the VCCS.

1. Administrative/Professional Faculty. For administrative and professional faculty positions, the starting point is the minimum of the position range. The College/System Office will establish a starting salary that is within the minimum to mid-point of the position range or no more than 15% above the candidate's current salary or that of his/her most recent comparable position. A salary offer may be less than the candidate's currently salary. Consideration should be given to the candidate's educational background, experience and the salaries of similarly situated college administrators and the candidate's current salary. If the college or System Office needs to negotiate a salary exceeding the position range midpoint or 15% above the candidate's current salary, the criteria of the Competitive Salary Increments Policy, 3.8.0.1.4, may be applied if all the criteria of that policy are met. If the provisions of the Competitive Salary Increments Policy are not sufficient, the college must submit a non-routine salary request for State Board approval.
 - a. For starting pay, reporting requirements as defined in the Human Resource Delegated Authority Agreements should be adhered to.
 - b. For administrative/professional faculty, academic rank must be determined if the position is full-time and state funded.
2. Instructional Faculty. For Instructional Faculty, the starting point is the minimum of the faculty member's academic rank range. The academic rank is determined in accordance with policy 3.2.0. The College will establish a starting salary that is within the minimum to mid-point of the academic rank range or no more than 15% above the candidate's current salary or that of his/her most recent comparable position. A salary offer may be less than the candidate's current salary. Consideration should be given to the candidate's educational background, experience, specialized skills and the salaries of similarly situated college instructional faculty members and the candidate's current salary. If the college needs to negotiate a salary exceeding the academic rank range midpoint or 15% above the candidate's current salary, the criteria of the Competitive Salary Increments Policy, 3.8.0.1.4, may be applied if all of the criteria of that policy are

met. Those criteria are: a recruitment generates fewer than five qualified candidates, a recruitment is unanticipated, or a recruitment results in only one finalist who fully meets the position requirements and the college's needs. If the provisions of the Competitive Salary Increments Policy are not sufficient, the college must submit a non-routine salary request for State Board approval. In all cases, the starting salary shall not be limited by the midpoint.

3.8.0.1 General Provisions

3.8.0.1.0 Entry-level Salary

The entry-level salary may exceed the mid-point of the range for the rank or the position under consideration.

3.8.0.1.1 Fractions of Years

Fractions of years beyond a whole number do not apply; therefore, use next lower number of years.

3.8.0.1.2 Crediting Experience

No more than one year of experience, teaching or related occupational, may be credited in a single 12-month period. Therefore, no more than one year of

experience credit may be given for a combination of teaching and related occupational experience in the same year.

3.8.0.1.3 Teaching Experience

Teaching experience shall be computed on the basis of full-time employment in an academic year.

- a. Part-time teaching experience shall be counted in computing total experience to be applied towards the initial appointment. Only that part-time experience which can be verified from previous employment shall be allowed. Part-time teaching experience shall be calculated on the basis of 30 semester hours or 45 quarter hours being equivalent to one year.
- b. Related experience--A year of related occupational experience is twelve months and shall be computed on the basis of equivalent full-time employment in a position closely related to the area of instruction.
- c. Teaching experience may be substituted for related occupational experience or related occupational experience may be substituted for teaching experience.

- d. One academic year of teaching experience is equivalent to 12-months of occupational experience.
- e. Once the substitution of teaching experience for related occupational experience or related occupational experience for teaching experience has been made, the substitution shall apply to all future personnel actions to include promotion.

3.8.0.1.4 Competitive Salary Increments

- a. Competitive salary increments may be added to the entry level salary calculated for an initial appointment of teaching, administrative, and professional faculty when justified by the criteria in subsection 3.8.0.1.4.b.
- b. Criteria: The following criteria must be considered and documented:
 - 1. Difficulty of recruitment. The term “difficult” may include but is not limited to:
 - i. a recruitment that generates fewer than 5 (five) candidates who meet the minimum position qualifications.
 - ii. unanticipated recruitments conducted near the beginning of the semester.
 - 2. Availability of only one alternative finalist who fully meets the position requirements and the college’s needs.
 - 3. The entry level salary and the competitive increment must not exceed the salary of comparable faculty by more than 10%.
 - 4. The finalist’s current salary for a position of comparable work hours, responsibility, and geographic proximity is greater than the amount generated by the VCCS entry level salary calculation.
- c. Limitations: Competitive salary increments may not be offered to candidates currently employed at another VCCS college.
- d. The Chancellor will provide the competitive salary limits to the colleges in the annual Human Resource Delegated Authority Agreement.

3.8.1 Nine-month Faculty Salaries

Salaries for the year are based on the semesters taught, with each academic year being divided into two semesters (fall - August 16 to December 31, and spring - January 1 to May 15) of nine pay periods each. Faculty members who do not fulfill the terms of an academic year appointment, due to leave or separation, shall have their final salary adjusted to the actual number of days worked based upon the college's academic calendar.

3.8.2 Nine-month Faculty Summer Pay

The summer term shall be scheduled between the ending date of the spring semester and the faculty reporting date for the fall semester. Courses taught during the summer shall represent the equivalent of sixteen and one-half (16.5) weeks of instruction and related work regardless of the actual calendar length of the summer term.

Nine-month faculty employed during the previous academic year shall be paid during the summer term according to the credit-hour/contact-hour-equivalent fraction of a full teaching load during the academic year as defined by Section 3.6.0 and based upon the weekly equivalent of one thirty-ninth (1/39th) of the previous year's salary. The normal maximum full-time teaching load during the summer term is ten (10) credit hours or the equivalent. Operationally, the normal full-time faculty summer term salary rate translates to the formula: 1 credit hour or equivalent = $1/15 \times 16.5/39 \times$ previous year's salary with a normal maximum full-time summer teaching load of 10 credit hours or equivalent. The rate of pay for new faculty during the summer term shall be five (5) percent less than the permanent annual salary proposed for the coming academic year.

Faculty may be offered a teaching overload of not more than three credit hours or equivalent during the summer term. A faculty member shall not be considered as working an overload unless more than ten (10) credit hours or equivalent are taught. Pay for overloads shall be at adjunct rates.

The college president has authority to develop optional summer pay plans which 1) compensate faculty at a proration of the normal summer salary rate when a given course does not meet minimum enrollment standards as defined by the college; and 2) limit to less than ten (10) the maximum credit hour or equivalent assignment to be paid at the full-time faculty summer term salary rate. Optional plans shall specify any proration calculations to be used and any limitations to the maximum teaching assignment to be paid at the full-time faculty summer term salary rate. Credit hours or equivalent taught beyond the limitations specified in the institutional plan shall be compensated at the adjunct rate. Optional summer pay plans shall be developed in consultation with the faculty.

As a guideline, no more than seventy-five (75) percent of the credit hours taught at a college during the summer term should be paid at the full-time faculty summer term salary rate.

3.8.3 Merit Plan (See the Faculty Compensation Plan in this section.)

3.8.4 Teaching Overloads (C)

A faculty member may be offered a teaching overload not exceeding ten (10) credit hours for pay per academic year (fall and spring semesters). Faculty members shall be considered as working an overload when they teach greater than thirty (30) credit hours or greater than forty (40) contact hours; in cases where the number of credit hours for a full teaching load falls below twenty-four (24) credit hours, a faculty member shall be considered as working an overload when he/she teaches greater than forty-eight (48) contact hours. Where necessary, contact hours shall be converted to credit hours at rates consistent with prescribed course hour conversions. Each college shall develop overload procedures consistent with the above. In addition, the college president has the authority to develop optional overload plans; such plans shall be developed

in consultation with the faculty and must be approved by the Chancellor. Extra pay for an overload shall be the rate of the faculty members' nine-month salary multiplied by .015 for each overload credit hour. Overloads shall be paid at the end of the academic year (fall and spring semesters). If separation occurs after only one semester in that academic year and an overload was taught in that semester, payment for the overload shall be at the end of that semester.

At the president's discretion, payments for overloads worked in the fall may be made after January 15 if in the president's judgment the faculty member's anticipated spring semester course load would result in an overload for the academic year. The payment shall be for the fall workload only. In cases where the overload does not materialize, recovery of any overpayment must be finalized by May 15.

3.8.5 Twelve-Month Administrative and Professional Faculty Teaching Credit Courses (C)

Twelve-month administrative and professional faculty may earn pay for teaching up to and including eight (8) credits per fiscal year, for teaching assignments beyond those that are required as part of the regular workload. The college president will determine the positions eligible to receive extra pay for teaching credit courses and shall specify the teaching portion of those administrative or professional faculty member's regular workload in the college's faculty handbook or other appropriate publication. Administrators involved in determining teaching loads (e.g., directors, division chairs, vice-presidents, and provosts) shall not be assigned a course for extra pay until all full-time teaching faculty in that discipline are given an opportunity to accept a teaching assignment for extra pay at their institution. Extra pay for such an overload shall be at the rate of the faculty member's equivalent nine-month salary multiplied by .015 for each overload credit hour. Such overload teaching shall be approved in advance by the president.

3.8.6 Teaching Non-credit Community Service Courses, Seminars, Etc. (C)

A faculty member may be assigned to teach non-credit community service courses, seminars, etc., as part of the regular teaching load.

Any person holding faculty rank or any fully qualified classified employee may teach non-credit community service courses, seminars, etc., in addition to the regular work load for extra pay. Such additional work load for pay should not exceed the equivalent of three (3) Continuing Education Units (CEU) at any time. Such faculty personnel shall be paid by P-14 authorization in accordance with hourly or CEU rates. (See 5.0.1)

No System employee's salary shall be supplemented with any college funds without prior approval of the Chancellor.

3.8.7 Work Load Credits for Adjunct Faculty (C)

To provide adjunct faculty members who teach lecture and laboratory courses with appropriate compensation, the following procedures for determining the work load credits for pay purposes is utilized. Work Load Credits - Lecture Hours plus 1/2 Laboratory Hours.

(Example: DRF 126 (3 credits) had 2 lecture hours and 3 laboratory hours. Work load credits for pay purposes would be $2 + 1/2 (3) = 3.5$ work load credits.)

If any course requires the presence of adjunct faculty members more than one day per week, the college may give a 1/2 work load credit in addition to the work load credits determined by the formula above. If the college elects to give additional credit for multiple meetings, such credit must be applied on a college-wide basis.

(Example: DRF 126 - 3.5 work load credits for pay purposes but if taught two or more evenings, the work load credits for pay purposes would be 3.5 plus $1/2 = 4$ work load credits.)

3.8.8 Outside Employment (SB)

Faculty may engage in outside employment so long as it does not interfere with their work performance, or professional responsibilities to the college or create a conflict of interest as specified in the State Conflict of Interest policy.

3.8.9 Professional Duties and Consulting (SB)

3.8.9.0 Eligibility:

- a. This policy applies to full-time administrative, professional and instructional faculty (including restricted faculty positions).
- b. Adjunct faculty may be compensated for non-instructional services only through procedures governing wage employment or by contract.
- c. Classroom instruction is not addressed by this policy.

3.8.9.1 Opportunities Within the VCCS

- a. Without Compensation:
 - 1 Full-time teaching, administrative, and professional faculty may provide professional services such as consulting or

conducting workshops to VCCS colleges and to the System Office as part of their employment contract with their current college. These services shall be performed on an expense only basis.

2. Faculty members must receive approval of the college president or designee in advance of performing such service. Such approval may be withheld if the proposed services are perceived to interfere with the assigned responsibilities and duties of the individual.

b. With Compensation

1. Compensation may be provided for professional services such as consulting or workshops to the VCCS colleges or the System Office under the following circumstances:
 - i. Faculty members must receive approval of the college president or designee in advance of performing such service. Approvals must be documented through a stipend agreement between the faculty member and the faculty member's college or the System Office. (See VCCS Form 14). Such approval may be withheld if the proposed services are perceived to interfere with the assigned responsibilities and duties of the individual.
 - ii. During Normal Work Hours: If the services, including preparation time, are provided during normal working hours or at a time that does not otherwise create a conflict with work duties, administrative, professional faculty and teaching faculty members must take an appropriate amount of annual or personal leave (including leave to cover preparation time) from the System Office or the "home" college.
 - iii. Outside of Normal Working Hours: If the professional services, including preparation time, are provided outside of normal working hours, it will not be necessary for the faculty member to take annual or personal leave.
2. Payment
 - i. The rate of compensation will be negotiated directly between the faculty member and the System Office or the college receiving the proposed services.

ii All payments for professional services may be paid through stipend. Payment for professional services may be made by vendor contract only when the contract amount does not exceed \$500 in order to comply with the State and Local Government Conflict of Interest Act.

iii. All payments exceeding \$500 will be made by stipend. A stipend agreement must be completed prior to the provision of any services. A copy of the stipend agreement between the faculty member and the college or System Office receiving services

will be transferred to the “home” college or System Office for payment through payroll to the faculty member. The stipend will automatically become an addendum to the faculty member’s employment contract.

3.8.10 Stipend

Purpose: Stipends are only to be used in conjunction with Policy 3.8.9 Professional Duties and Consulting; all provisions of that policy must be met. A stipend provides a method to pay eligible faculty for their provision of professional services such as consulting or conducting workshops as needed by a college or the System Office. A stipend agreement must be entered into between the faculty member and the college or System Office receiving services. Once entered into, such agreement becomes an addendum to an employee’s VCCS employment contract and the actual stipend is paid through payroll where the faculty member is employed full-time.

3.8.10.0 Eligibility:

- a. This policy applies to full-time administrative, professional and instructional faculty (including restricted faculty positions).
- b. Adjunct faculty may be compensated for non-instructional services only through procedures governing wage employment or by contract

3.8.10.1 Procedure

- a. A stipend agreement, which will include a detailed description of the professional services to be provided, the amount of the stipend, the expected completion date and the signatures of all parties, must be completed and approved before the faculty member provides any professional services.

- b. All stipends must be approved by the “home” college president or Chancellor or his designee.
- c. No payments will be made to any faculty member until after he/she has fully performed the professional services agreed to in the stipend agreement or all of the conditions of the stipend agreement have otherwise been met.

3.8.10 VCCS Faculty Compensation Plan

Item I.

Categories of Positions

The following categories of positions shall serve as the management categories in the VCCS salary structure:

A. State Board/Chancellor's Management Structure

Executive Vice Chancellor---acts as chief executive officer in Chancellor’s absence; has broad responsibilities throughout entire system. Serves as the senior official responsible for daily operations.

Vice Chancellor---assisting and advising in the areas of Academic Services, Administrative Services, Information Technology Services, Institutional Advancement, and Workforce Development with reporting responsibilities directly to the Chancellor.

Special Assistant to the Chancellor---provides executive-level support to the Chancellor.

Associate Vice Chancellor ---chief administrative officer for a defined system-wide functional area and responsible for staffing a committee of the State Board and/or the Advisory Council of Presidents (ACOP) reporting directly to a Vice Chancellor or Executive Vice Chancellor. The position typically supervises staff in a functional area.

Assistant Vice Chancellor – chief administrative officer for a defined system-wide functional area with reporting responsibilities directly to a Vice Chancellor or Executive Vice Chancellor.

Director of Internal Audit--administrative officer responsible for a system-wide auditing function reporting directly to the State Board with day-to-day administrative oversight by the Chancellor.

The approved title shall be the title of official use.

B. College Management Structure

Executive Vice President---acts as chief executive officer in the president’s absence; has broad functional responsibilities throughout entire institution. Also serves as senior official responsible for daily operations.

Associate (or Assistant) Vice President/Dean/Campus Dean/Director---administrative officer who manages a major administrative function or area of responsibility such as learning resources, student services, management services, or an instructional division. Reporting responsibilities usually are directly to the vice president, or a provost.

Coordinator/Associate (or Assistant) Director---administrative officer who supervises an administrative function or area of responsibility such as counseling services, cooperative education, institutional research, or admissions and records. This level of administrative responsibility differs from the associate (or assistant) vice president, dean/campus dean/director level in terms of complexity of area of responsibility and number of personnel supervised. Reporting responsibilities usually are directly to a vice president, associate (or assistant vice president), campus dean, director, or to the president.

Assistant Coordinator/Administrative Officer---assists in the supervision and responsibilities outlined under coordinator or director or is responsible for a limited administrative function such as grants. Reporting responsibilities may be to any of the positions listed above or the president.

The approved title shall be the title of official use.

Each college shall review its management structure and initiate appropriate modifications thereto if the management structure is not in accordance with Section 2.2 of the VCCS Policy Manual and the position categories as outlined above.

C. Administrative and Professional Faculty

1. Administrative Faculty

- a. Administrative faculty require the performance of work directly related to the management of the educational and general activities of the institution, department or subdivision thereof. Incumbents in these positions exercise discretion and independent judgment and generally direct the work of others.
- b. Since the VCCS is considered a single institution of higher education, administrative faculty positions normally must be no lower than three organizational levels below the Chancellor (two organizational levels below the president).

2. Professional Faculty

Professional faculty require advanced learning and experience acquired by prolonged formal instruction and/or specialized work experience. This category is normally limited to librarians, counselors, and other professional positions serving education, research, athletic, medical, student affairs, and development functions or activities.

Item II.

Salary Ranges:

Salary scales for the management structure except for the positions of Executive Vice Chancellor, Vice Chancellor, Associate Vice Chancellor, Special Assistant to the Chancellor, Assistant Vice Chancellor, and Director of Internal Audit, shall be indexed to the entry level for counselors/librarians/assistant coordinators/administrative officers.

A. Executive Vice Chancellor

	<u>Min</u>	<u>Max</u>
11/25/05	\$146,963	\$191,052
11/25/06	\$156,060	\$202,878

B. Vice Chancellor Salary Range

	<u>Min</u>	<u>Max</u>
11/25/05	\$122,469	\$159,210
11/25/06	\$130,050	\$169,065

C. Associate Vice Chancellor Range

	<u>Min</u>	<u>Max</u>
11/25/05	\$102,058	\$132,675
11/25/06	\$108,315	\$140,888

D. Assistant Vice Chancellor Salary Range

	<u>Min</u>	<u>Max</u>
11/25/05	\$85,048	\$110,563
11/25/06	\$90,312	\$117,407

E. Director of Internal Audit Salary Range

	<u>Min</u>	<u>Max</u>
11/25/05	\$102,058	\$132,675
11/25/06	\$108,375	\$140,888

F. Executive Vice President

<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>	<u>Index</u>
IV 5000-9000			
11/25/05	\$110,260	\$133,719	2.35-2.85
11/25/06	\$117,084	\$141,996	

V			
10,000-17,499			
11/25/05	\$114,952	\$138,411	2.45-2.95
11/25/06	\$122,066	\$146,978	

VI			
17,500 and above			
11/25/05	\$119,643	\$143,103	2.55-3.05
11/25/06	\$127,049	\$151,960	

G. Provost/Dean of the College---The salary range for Provost/Dean of the College shall provide for six salary scales corresponding to six categories of FTES sizes of campuses. The minimum campus size for a Provost position is 350 FTES.

	<u>Provost</u>		
<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>	<u>Index</u>
I			
Less than 1500			
11/25/05	\$82,108	\$106,037	1.75-2.26
11/25/06	\$87,190	\$112,600	
II			
1500-2499			
11/25/05	\$86,800	\$110,729	1.85-2.36
11/25/06	\$92,173	\$117,582	
III			
2500-4999			
11/25/05	\$91,492	\$115,890	1.95-2.47
11/25/06	\$97,155	\$123,063	
IV			
5000-9999			
11/25/05	\$96,184	\$120,582	2.05-2.57
11/25/06	\$102,137	\$128,045	
V			
10,000-17,499			
11/25/05	\$100,876	\$125,743	2.15-2.68
11/25/06	\$107,119	\$133,526	
VI			
17,500 and above			
11/25/05	\$105,568	\$130,435	2.25-2.78
11/25/06	\$112,102	\$138,508	

H. Vice Presidents --- The salary range for a Vice President shall provide six salary scales corresponding to six categories of FTES sizes of colleges. For a Vice President in a multi-campus college with staff responsibility (as opposed to line responsibility) for all campuses, the salary range shall be one category lower than indicated by the FTES size.

<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>	<u>Index</u>
I			
Less than 1500			
11/25/05	\$79,762	\$103,691	1.70-2.21
11/25/06	\$84,699	\$110,109	
II			
1500-2499			
11/25/05	\$84,454	\$108,383	1.70-2.31
11/25/06	\$89,681	\$115,091	
III			
2500-4999			
11/25/05	\$89,146	\$113,544	1.70-2.42
11/25/06	\$94,664	\$120,572	
IV			
5000-9999			
11/25/05	\$93,838	\$118,236	1.70-2.52
11/25/06	\$99,646	\$125,554	
V			
10,000-17,499			
11/25/05	\$98,350	\$123,397	1.70-2.63
11/25/06	\$104,628	\$131,034	
VI			
17,500 and above			
11/25/05	\$103,222	\$128,089	1.70-2.73
11/25/06	\$109,611	\$136,017	
I. <u>Associate (or Assistant) Vice President/ Dean/Campus Dean/Director</u>			
11/25/05	\$56,303	\$ 98,530	1.20-2.10
11/25/06	\$59,788	\$104,623	
J. <u>Coordinator/Associate (or Assistant) Director</u>			
11/25/05	\$51,610	\$88,677	1.10-1.89
11/25/06	\$54,805	\$94,165	
K. <u>Assistant Coordinator/Administrative Officer Counselor/Librarian</u>			
11/25/05	\$46,919	\$78,824	1.00-1.68
11/25/06	\$49,823	\$83,703	
L. <u>Limitation by President's Salary</u> ---administrative salaries paid at an individual college shall not be limited by the college president's salary or a percentage thereof.			

Item III.

Salary scales for teaching faculty shall be indexed to the entry level for instructor rank.

<u>Faculty Rank</u>	<u>Min</u>	<u>Max</u>	<u>Index</u>
Professor			
11/25/05	\$52,097	\$75,451	1.45-2.10
11/25/06	\$55,322	\$80,121	
Associate Professor			
11/25/05	\$46,708	\$67,906	1.30-1.89
11/25/06	\$49,599	\$72,109	
Assistant Professor			
11/25/05	\$41,318	\$60,361	1.15-1.68
11/25/06	\$43,876	\$64,097	
Instructor			
11/25/05	\$35,929	\$52,816	1.00-1.47
11/25/06	\$38,153	\$56,085	
Assistant Instructor			
11/25/05	\$26,947	\$37,725	0.75-1.05
11/25/06	\$28,615	\$40,061	

Item IV.

Northern Virginia Salary Ranges:

A. Executive Vice President (Northern Virginia)

<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>
11/25/05	\$129,216	\$154,553
11/25/06	\$142,443	\$170,373

B. Provost (Northern Virginia)

<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>
I		
Less than 1500		
11/25/05	\$88,678	\$114,521
11/25/06	\$97,755	\$126,244
II		
1500-2499		
11/25/05	\$ 93,745	\$119,588
11/25/06	\$103,341	\$131,830

III

2500-4999

11/25/05	\$ 98,812	\$125,162
11/25/06	\$108,927	\$137,974

IV

5000-9999

11/25/05	\$103,880	\$130,230
11/25/06	\$114,513	\$143,560

V

10,000-19,999

11/25/05	\$108,947	\$135,804
11/25/06	\$120,099	\$149,705

VI

17,500 and above

11/25/05	\$114,014	\$140,871
11/25/06	\$125,685	\$155,291

C. Vice President (Northern Virginia)

<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>
I		
Less than 1500		
11/25/05	\$86,144	\$111,987
11/25/06	\$94,962	\$123,451
II		
1500-2499		
11/25/05	\$ 91,211	\$117,055
11/25/06	\$100,548	\$129,037
III		
2500-4999		
11/25/05	\$ 96,279	\$122,629
11/25/06	\$106,134	\$135,181
IV		
5000-9999		
11/25/05	\$101,346	\$127,696
11/25/06	\$111,720	\$140,767
V		
10,000-19,999		
11/25/05	\$106,413	\$133,270
11/25/06	\$117,306	\$146,912
VI		
17,500 and above		
11/25/05	\$111,481	\$138,337
11/25/06	\$122,892	\$152,498

D. <u>Associate (or Assistant) Vice President/ Dean/Campus Dean/Director</u>		
11/25/05	\$60,808	\$106,413
11/25/06	\$67,032	\$117,306
E. <u>Coordinator Associate (or Assistant)/Director</u>		
11/25/05	\$55,740	\$ 95,772
11/25/06	\$61,446	\$105,575
F. <u>Assistant Coordinator/Administrative Officer Counselor/Librarian</u>		
11/25/ 05	\$50,673	\$85,131
11/25/06	\$55,860	\$93,845

Item V.

Northern Virginia Salary Schedule for Teaching Faculty

<u>Faculty Rank</u>	<u>Min</u>	<u>Max</u>
Professor		
11/25/05	\$56,269	\$81,493
11/25/06	\$62,043	\$89,855
Associate Professor		
11/25/05	\$50,448	\$73,343
11/25/06	\$55,624	\$80,869
Assistant Professor		
11/25/05	\$44,627	\$65,194
11/25/06	\$49,206	\$71,884
Instructor		
11/25/05	\$38,806	\$57,045
11/25/06	\$42,788	\$62,898
Assistant Instructor		
11/25/05	\$29,105	\$40,746
11/25/06	\$32,091	\$44,927

Item VI.

Under the provisions of the Faculty Reduction in Staff Policy, affected faculty will be compensated with three months' severance pay or the pay provisions in the Severance Benefits policy of the Department of Human Resource Management, whichever is most beneficial to the faculty member.

Item VII.

Each college shall develop a merit plan that best meets the needs of the local institution consistent with the following guidelines:

1. The plan should acknowledge that merit recognition in the VCCS is provided as follows:
 - (a) Granting of a multi-year appointment (where applicable).
 - (b) Granting of a promotion.
 - (c) Granting of merit pay awards.
2. Performance evaluations shall include a summary rating of Excellent, Very Good, Good, Fair or Unsatisfactory as defined below:

Excellent -	consistently delivers outstanding performance, substantially exceeding performance standards.
Very Good -	clearly exceeds performance standards.
Good -	performs satisfactorily, meeting performance standards.
Fair -	marginally meets performance standards. Improvement required.
Unsatisfactory -	fails to meet performance standards.
3. Salary increases shall consist only of merit pay awards based on performance evaluations and shall be limited to those faculty members whose overall performance is evaluated as Good, Very Good, or Excellent.
4. Merit pay awards may consist of two components:
 - (a) Merit Salary Award - this component becomes a part of the individual's base salary and allows a faculty member's salary to progress to the maximum for the rank held. A Merit Salary Award shall not cause the total salary to exceed the maximum of the rank.
 - (b) Non-Cumulative Merit Salary Award - this component allows the total salary to exceed the maximum for the rank for the year that the Non-Cumulative Merit Salary Award is given, but the Non-Cumulative Merit Salary Award amount does not become a part of the individual's base salary.
5. Merit salary awards for faculty without a performance evaluation because of an absence shall be awarded in accordance with guidelines developed by the college. These guidelines will be in writing.
6. Faculty who are at the current range minimum and do not receive an increase because of a Fair or Unsatisfactory summary evaluation rating, or because the merit increase given is less than the faculty salary average increase, will be below the salary scale range minimums. Future meritorious evaluations or merit salary awards will not require the college to automatically bring the faculty member to the current range minimum. The faculty member must be brought to the current range minimum only at the time of promotion to the next rank.

- (b) Non-Cumulative Merit Salary Award - this component allows the total salary to exceed the maximum for the rank for the year that the Non-Cumulative Merit Salary Award is given, but the Non-Cumulative Merit Salary Award amount does not become a part of the individual's base salary.
5. Merit salary awards for faculty without a performance evaluation because of an absence shall be awarded in accordance with guidelines developed by the college. These guidelines will be in writing.
 6. Faculty who are at the current range minimum and do not receive an increase because of a Fair or Unsatisfactory summary evaluation rating, or because the merit increase given is less than the faculty salary average increase, will be below the salary scale range minimums. Future meritorious evaluations or merit salary awards will not require the college to automatically bring the faculty member to the current range minimum. The faculty member must be brought to the current range minimum only at the time of promotion to the next rank.
 7. Promotional increases become effective July 1 for twelve-month administrative and professional faculty and August 16 for nine-month teaching faculty. Merit increases take effect on November 25 for all faculty. For planning purposes, the funds required to cover promotional increases must be deducted from the total funds provided for faculty salary increases before the amount available for merit increases can be determined.
 8. Merit plans shall be developed by each college. The plan will include a graduated distribution increase for the summary evaluation ratings of Good, Very Good, and Excellent.
 9. The current college plan shall be approved by the Chancellor and subsequently published locally prior to the issuance of contracts.
 10. The Chancellor shall publish a performance evaluation plan for System Office management staff.

Item VIII.

Under the provisions of the Consolidated Salary Authorization for Faculty Positions in Institutions of Higher Education, each governing board is charged with the responsibility for establishing the institution definition of full-time equivalency (FTE) for part-time faculty (wage or adjunct faculty). The VCCS definition of an FTE part-time faculty is 30 teaching credit hours or the equivalent.

3.8.11 Administrative/Professional and Instructional Faculty Compensation Actions

3.8.11.1.0 Purpose: The purpose of this policy is to establish procedures that will enable the System Office and the colleges to effectively maintain and administer the Faculty Compensation Plan.

3.8.11.1.1 Eligibility: This section applies to all full-time administrative, professional and instructional faculty including those in restricted positions unless designated otherwise.

3.8.11.1.2 Compensation Practices:

A. Competitive Salary Offer: A competitive offer is the College/System Office counter offer made to an existing faculty member, deemed critical to the college/System Office, who has received an employment offer at a higher salary from an employer. Generally, competitive offers should not exceed more than 15% above the faculty member's current salary. The College/System Office may make a counter offer if:

1. The faculty member's employment offer is in writing or verified by the supervisor.
2. Consideration is given to the salaries of other faculty in similar positions with comparable educational backgrounds and experience.
3. The competitive salary offer does not exceed the maximum of the position range maximum for administrative/professional faculty or the academic rank range maximum for instructional faculty.
4. For competitive offers from within the VCCS, there can only be one counter offer from the current College or System Office. The amount of the competitive offer may go up to but will not exceed the amount of the job offer. The other College or System Office may not make a second offer in response to the current College or System office counter offer.
5. For competitive salary offers, reporting requirements as defined in the Human Resource Delegated Authority Agreements should be adhered to.

B. Additional Duties:

1. Additional Duties Resulting from a Temporary Vacancy. When additional non-instructional duties resulting from a temporary vacancy are assigned to a faculty member or divided among several faculty members, the faculty member(s) may be given a supplement of from 0 to 10%. The supplement is not part of a faculty member's base salary and will not be included on the Faculty Employment Contract. In all cases, an amendment to the Faculty Employment Contract will be issued stating the base salary, the additional duties supplement and the duration of the additional duties. This provision may not be used in lieu of the Teaching Overloads Policy, 3.8.4, the Teaching Faculty Assigned Temporary Administrative/Professional Duties Policy, 3.5.2, or the Stipend Policy, 3.8.10.
2. Substantial Additional Assignments. When a substantial additional assignment or alternative work schedule is given to a faculty member, he/she may be given a supplement of from 0 to 10%. The supplement is not part of a faculty member's base salary and will not be included on the Faculty Employment Contract. In all cases, an amendment to the Faculty Employment Contract will be issued stating the base salary, the additional duties supplement, the duration of the additional duties, the additional duties assignment, interim goals, and the expected outcomes. This provision may not be used in lieu of the Teaching Overloads Policy, 3.8.4, the Teaching Faculty Assigned Temporary Administrative/Professional Duties Policy, 3.5.2, or the Stipend Policy, 3.8.10. It may not be used to compensate faculty when they are not under their full-time contract.

C. Acting Pay: A faculty member will be eligible for an acting pay supplement of from 0 to 15% when he/she assumes a majority of the responsibilities of a vacant position. The supplement is not part of a faculty member's base salary and will not be included on the Faculty Employment Contract. In all cases, an amendment to the Faculty Employment Contract will be issued stating the base salary, the acting supplement, and the duration of the acting assignment. Interim assignments should not extend beyond one year.

D. Internal Alignment: An increase of 0-10% may be granted to align a faculty member's salary more closely with those of other faculty members at the same college.

Consideration may be given to experience, educational background, similar duties and responsibilities, performance, expertise and academic rank. Adjustments resulting from internal alignments will not exceed 10% for any faculty member in a fiscal year. The following process should be followed for an internal alignment review.

1. Determine the base salary by using the faculty member's original VCCS-10 to establish the entry level salary, academic credentials and years of occupational experience. For instructional faculty alignment reviews, faculty members must be in the same VCCS-29 columns and also be in comparable groups within the column. For example, in Columns 3 and 4, nursing faculty would not be compared with business management faculty.
2. The following are acceptable reasons for salary differences and must be factored into reviews:
 - (i) Competitive increments offered at the time of the initial appointment
 - (ii) Merit increase differentials
 - (iii) Promotions
 - (iv) Time in rank

E. Non-competitive Voluntary Transfer:

1. Within the College. A voluntary transfer occurs when, with the college's approval, a faculty member moves within the college from a twelve-month administrative position to a nine-month administrative or teaching position or from a nine-month administrative or teaching position to a twelve-month administrative or teaching position.
 - i. The new nine-month salary will be established by calculating 75 percent of the twelve month salary. For administrators moving to a teaching position, the academic rank should be determined using the criteria on the VCCS-29. The nine-month salary will not exceed the academic rank maximum.
 - ii. The new twelve month salary will be established by increasing the nine-month salary by a factor of 1.3333 percent.

2. Within the VCCS.
 - i. A lateral transfer is a permanent faculty assignment from one community college to another community college or the System Office under the following circumstances:
 - (a) There has been no open competition for the position,
 - (b) The positions are the same level, i.e., director level to director level,
 - (c) The action has the consent of both presidents, or the Chancellor in the case of the System Office.
 - ii. No change in faculty rank or salary shall be made. An exception to this provision is a lateral transfer to or from Northern Virginia Community College. The salary should be adjusted up or down by 8% in direct relationship to the VCCS-18.

F. Competitive Transfer.

1. A faculty move from one community college to another shall not be considered a transfer if it is the result of an open recruitment
2. For rank and salary purposes, the faculty member will be considered a new hire and the starting salary policy will be applied. In such cases, years of service in the VCCS are transferable for purposes of promotion, but not for reduction-in-staff decisions.

G. Reallocation of Administrative and Professional Faculty Positions (SB)

1. Definition: A reallocation is the movement of a position from one title and salary range to another based upon and to recognize a significant increase or diminution in the duties and responsibilities assigned to the position. The reallocation shall be limited to movement from counselor, librarian, assistant coordinator, and administrative officer to coordinator level; coordinator to counselor level,

librarian, assistant coordinator, and administrative officer level; coordinator to director/dean level or director/dean to coordinator and assistant coordinator level.

2. Procedure: A position file must be established which contains the following:
 - (i) A copy of the current position description.
 - (ii) A description of the gradual and substantive differences in duties and responsibilities and the reason for changing the particular duties and responsibilities.
 - (iii) The new position description incorporating the gradual and substantive differences in duties and responsibilities.
 - (iv) A revised organizational chart showing the reallocated position.
3. Criteria for Reallocation.
 - (i) The reallocation will not result in significant organizational changes. A recruitment is more appropriate for these types of situations.
 - (ii) The position has assumed the additional responsibilities as the result of business and program necessity.
 - (iii) The request shall only be used in cases of a justified change to a position caused by a gradual change in the scope of assigned responsibilities that are related to the primary role of the position.
 - (iv) A reallocation request shall not be used to recognize the assignment of responsibilities on a temporary basis or for an individual to be assigned to a position in an acting capacity.
 - (v) The changed duties and responsibilities are in line with the ongoing and current responsibilities of the administrative/professional faculty position.
 - (vi) The position must remain within the same functional area in the college.

4. Compensation: The position incumbent shall be eligible for the issuance of a new Faculty Employment Contract. Salaries will be adjusted as follows:
- (i) Upward Reallocation: If the salary is already above the new position range minimum, the faculty member may receive an increase of from 0 to 10%. For salaries not above the minimum, the percentage includes the amount required to bring the faculty member to the new position range minimum. In all cases, the faculty member's salary will be brought at least to the new range minimum.
 - (ii) Downward Reallocation The salary will at least be reduced to the maximum of the new position range and may be reduced up to 10%. If the faculty member's salary is not above the maximum of the new position range, the current salary will be reduced by 0 to 10%.

3.8.12 Voluntary Early Retirement Incentive Program

3.8.12.0 Purpose: The purpose of this policy is to establish procedures that will allow the College and/or the System to develop a voluntary early retirement program to encourage the retirement of selected teaching faculty to enable the College to better meet future academic and financial needs of the College.

3.8.12.1 Eligibility: To be eligible for this program, teaching faculty need to meet all of the following criteria:

1. be at least 60 years of age;
2. have completed at least 10 years of full-time service at the current college of employment;
3. have the right to continued contractual employment in a non-restricted position;
4. agree to withdraw from active membership in the Virginia Retirement System, or from active participation in an ORP if applicable;
5. submit application materials in a timely manner and by any established application deadlines.

3.8.12.2 General Provisions:

1. If a faculty member is offered participation in the program and subsequently agrees to participation in the program, upon retirement the College will continue to pay the state portion of the faculty member's health insurance costs for a minimum of two years and no more than five years.

2. The total of cash payments for health insurance costs offered under this program shall not exceed 150 percent of the faculty member's base annual salary reflected in the Personnel Management Information System at the same time of election to participate. Any such payments shall be allocated over at least two years.
3. The total cost in any fiscal year for this program shall not exceed one percent of the College's corresponding fiscal year state general fund allocation for faculty salaries and associated benefits as determined by the System Office.
4. College participation in this program is optional. Initial participation does not imply continual participation. The College President will determine whether the program should be offered in any given year.
5. Each college will develop and publicize information about the program which must be written and include the institutional needs and the objectives to be served by the program, the application and selection process, time frame, and any additional College eligibility requirements that may apply.
6. Faculty participation in the program is voluntary; no faculty member shall be penalized in any way for not participating.
7. Participants will be selected based on the needs of the College as determined by the President and as publicized in information about the program. The President's decision is final and may not be appealed through the faculty grievance process.
8. College plans and any subsequent amendments or modifications must be reviewed for compliance with state and VCCS guidelines by System Counsel. The initial VCCS plan and any subsequent amendments or modifications requires approval of the Governor and the Office of the Attorney General.
9. The State Board for Community Colleges reserved the right to modify, amend or repeal this program at any time. However no such amendment, modification or repeal shall be effective as to any individual who retires under the plan prior to the effective date of the amendment, modification or repeal.
10. Surviving spouses of retirees who pass away before the end of the contract period will be eligible to receive continuation of up to one-half the monthly amount previously agreed upon for the remaining duration of the original contract period.

3.9 Faculty Leave

3.9.0 Sick Leave (SB)

Faculty electing the Virginia Sickness and Disability Program (VSDP) shall have sick leave as specified in the VSDP policy. For faculty not eligible for, or not electing VSDP, the VCCS sick leave policies for 12-month and 9-month faculty and presidents discussed in this section shall apply. In all cases, for 9-month faculty, the smallest unit of leave charged shall be a half day.

(12-month administrative, professional, and teaching faculty, 9-month administrative faculty, and presidents)

3.9.0.0 Accrual and Use of Sick Leave

Sick leave credits shall be accrued and used in accordance with Department of Human Resource Management policies and procedures. Sick leave credits may transfer from another state agency or state institution of higher education if the accrual rate is the same as that provided for in this section.

3.9.0.1 Nine-Month Teaching Faculty

a. Accrual

Sick leave for full-time 9-month teaching faculty members shall accrue at the rate of four and one-half (4 1/2) days per academic semester, awarded on the first day of each semester. There shall be no limit on the amount of sick leave that can be accrued.

b. Use

The absence of faculty members for the reasons stated below shall be a charge against earned sick leave credits:

- (1) Illnesses or injuries incapacitating the member to perform his duties;
- (2) Exposure to contagious disease such that presence on duty would jeopardize the health of fellow employees or the public;
- (3) Appointment for examination and treatment related to health when such appointment cannot reasonably be scheduled during non-work hours; and

- (4) Illness or death in the immediate family. The immediate family includes parents, including step-parents; spouse; children including step-children and foster children; siblings including step-siblings; any relative either by blood or marriage, living in the employee's household. The period of absence which may be charged against earned sick leave in this application may not exceed a total of ten (10) work days in a calendar year because of an illness, injuries, or deaths in the immediate family.
- (5) The smallest unit of leave shall be a half-day. For example, an absence of two hours will be charged as 4 hours of sick leave. Absences of more than one-half day shall be charged on a day-for-day basis (5 days, 40 hours per week) regardless of the faculty member's schedule. Faculty members on approved Family and Medical Leave will have the first eight hours of leave charged on an hour-for-hour basis. Longer absences will be charged on a day-for-day basis (5 days, 40 hours, per week) regardless of the faculty member's schedule. Those on Family and Medical Leave with approved intermittent leave or a reduced schedule will have all absences charged on an hour-by-hour basis counting class hours and designated office hours, etc.
- (6) Absences may be charged against earned sick leave credit during the summer employment in direct relation to the percentage of weekly workload. However, sick leave shall not accrue during summer employment.

3.9.1 Disposition of Sick Leave Balance (SB)

3.9.1.0 Coverage and Eligibility

Upon separation from state service, faculty and presidents shall be eligible for a single sum payment of sick leave balances in accordance with the following provisions.

- a. Separation from state service is defined as resignation, non-reappointment, retirement, death, dismissal, or layoff.
- b. Sick leave balances for faculty with less than five years of continuous service with the Virginia Community College System, shall lapse upon separation and are not eligible for payment. Continuous service is defined as salaried state service computed from the last employment or re-employment date, including approved leaves without pay.
- c. Sick leave balances for faculty with five years or more of continuous service with the Virginia Community College System shall be paid in one sum for twenty-five percent of their sick leave balances, provided that the total amount paid for sick leave shall not exceed \$5,000. The remaining balances shall lapse. The hourly rate is determined based on 2,080 hours for twelve-month employees and 1,560 hours for nine-month faculty.

3.9.1.1 Exceptions:

- a. Faculty shall have their sick leave balances transferred when they transfer, without a break in service, to other faculty positions within the Virginia Community College System.

However, faculty who separate from the VCCS and are reemployed with another state agency may have their sick leave balances transferred, in lieu of payment, if the receiving agency agrees to accept the balance. Nine-month teaching faculty who separate and accept a classified position shall be authorized payment for sick leave if they meet the eligibility criteria.

- b. Faculty who are reinstated within 12 calendar months following layoff may be credited with the sick leave balances held when placed on layoff, provided that payments for sick leave balances were not made upon layoff.
- c. Faculty who are reemployed no later than 180 days after the date of separation from service may be credited with sick leave balances held upon separation provided that payments for sick leave balances were not made upon separation from service.
- d. Faculty who are granted educational leave with or without pay are not eligible for sick leave balance payments during the educational leave period.
- e. Faculty, with five or more years of continuous service, who are on leave-without-pay for more than three calendar months during the terms of their academic year contracts, are eligible for payment of 25 percent of accrued sick leave not to exceed \$5,000. (For continuing 9-month faculty, the period between the conclusion of the spring semester and the commencement of the fall semester is continuous employment and not defined as leave or separation.)

3.9.2 Personal Leave

Faculty electing the Virginia Sickness and Disability Program (VSDP) shall have personal leave as specified in VSDP policy. For faculty not eligible for, or not electing VSDP, personal leave of three (3) days shall be granted at the beginning of the academic year to all full-time 9-month teaching faculty members. In all cases, the smallest unit of leave shall be a half-day. For example, an absence of two hours will be charged as 4 hours of leave. Absences of more than one-half day shall be charged on a day-for-day basis (5 days, 40 hours, per week) regardless of the faculty member's schedule (See sick leave for exception for faculty on Family Medical leave). This leave may be taken by faculty members at their discretion, provided satisfactory prior arrangements have been made with the faculty members' supervisors. Personal leave is not intended for recreational purposes. Unused personal leave shall be converted to sick leave accrual at the end of the summer term following the academic year for which it was granted. The personal leave policy shall not apply to participants in the Virginia Sickness and Disability Program (VSDP) with the following exception: the smallest unit of leave charged shall be a half-day.

3.9.3 Annual Leave (SB)

- a. Twelve month faculty shall accrue annual leave at the following rate based on years of service:

<u>Years of Service</u>	<u>Semi-monthly Accrual Rate</u>	<u>Maximum Carryover Limits</u>	<u>Maximum Payment Limits</u>
Up to 5 years	4 hours	192 hours (24 days)	192 hours (24 days)
5 years	5 hours	240 hours (30 days)	240 hours (30 days)
10 years	6 hours	288 hours (36 days)	288 hours (36 days)
15 years	7 hours	336 hours (42 days)	288 hours (36 days)
20 years	8 hours	384 hours (48 days)	336 hours (42 days)
25 years	9 hours	432 hours (54 days)	336 hours (42 days)

- b. The accrual, use, and transfer of annual leave credits shall be in accordance with policies and procedures of the Department of Human Resource Management.
- c. Annual leave shall not be provided nine-month faculty.
- d. Presidents, Vice Presidents, Provosts, and faculty-rank members of the Chancellor's Cabinet shall be given 160 hours (20 days) annual leave on January 10. When they have 15 years of service, the amount of annual leave given will be as indicated in a. above. For executive-level employees who start employment any time other than January, the amount of annual leave given will be prorated. Termination dates before December will result in a proration of leave eligible for payment. The maximum carryover amounts and the maximum payment limits in a. above shall apply.
- e. When terminating employment or when moving from an administrative or professional position to a 9-month teaching position, an employee shall be paid for only the maximum leave allowed by policy.
- f. All annual leave in excess of the maximum allowed shall be carried over beyond January 1 of each year. However, the excess leave must be used by June 30 of the same calendar year. The remaining excess hours will be converted to sick leave on an hour-for-hour basis as of July 1, except for participants in the Virginia Sickness and Disability Program (VSDP).

As annual leave is used during the first six months of the calendar year, the hours used shall be deducted from the excess hours balance. When all excess hours have been used, annual leave taken shall be deducted from the current calendar year balance.

3.9.4 Leave Sharing (SB)

Leave sharing for teaching faculty and administrative/ professional faculty shall be in accordance with Department of Human Resource Management policies and procedures. Teaching faculty will be eligible to participate only as leave recipients since they do not earn annual leave. Each college shall develop a leave sharing procedure that includes the communication of requests to all potential donors.

3.9.5 Family and Medical Leave: Family Medical Leave provides eligible faculty with up to 12 weeks of unpaid family or medical leave in a calendar year because of the birth of a child or the placement of a child with the employee for adoption or foster care, because the faculty member is needed to care for a family member (child, spouse, or parent) with a serious health condition or because the faculty member's own serious health makes him or her unable to perform the responsibilities of his/her position. This policy shall be administered in accordance with Department of Human Resource Management policies and procedures, however the following shall apply.

- a. Intermittent Leave: Intermittent leave must be taken on an hour-for-hour basis or planned as part of a reduced work load. For a reduced work load, the difference between a full load and a reduced load would be charged to Family/Medical leave. The reduction cannot exceed 12 workweeks or 480 hours. A medical certification is required. The work schedule must be approved by the division chair or other designated person.
- b. A community college may designate the use of accrued leave for absences covered by this policy as Family/Medical leave. Other leave policies have not changed as a result of this policy.

3.9.6 Workers' Compensation Leave (SB)

Workers' Compensation is the benefit provided to employees by the Virginia Workers' Compensation Act if they suffer work-related injury or disease. Claims and decisions will be made in accordance with the policies and procedures of the Department of Human Resource Management and the Division of Risk Management.

3.9.7 Administrative Leave (SB)

Administrative leave is provided with pay to appear in court or related proceedings, to serve on state councils and other bodies, to resolve work-related conflicts, to participate in employment discrimination complaint resolution, to attend administrative hearings and to interview for other state positions. Requests and approvals will be made in accordance with the policies and procedures of the Department of Human Resource Management.

3.9.8 Leave Without Pay (SB)

Leave without pay may be granted at the discretion of the president for reasons such as but not limited to the following:

- a. Professional development related to one's discipline or occupational field;

- b. Educational leave in excess of such leave allowable with pay (not to exceed two years when combined with educational leave without pay);
- c. Full-time study;
- d. Foreign teaching assignments or exchange teaching;
- e. Serious health condition;
- f. Family or personal purposes;
- g. Military leave in excess of such leave allowable with pay.

Since granted leave involves reemployment, leave is not automatically given to any person who requests it. A leave of absence without pay shall not be granted for more than 12 calendar months.

3.9.9 Community Service Leave (SB)

Eligible faculty may receive sixteen (16) hours of paid leave per calendar year to participate in school activities or serve as a volunteer member of a community service organization.

- a. Eligibility: Full-time instructional and administrative faculty are covered by the provisions of this policy.
- b. Limitations: Leave may be used only with the prior approval of the faculty member's supervisor.
- c. Administration: This policy shall be administered in accordance with the Department of Human Resource Management policies and procedures.

3.9.10 Military Leave (SB)

Military leave is granted with or without pay to faculty and classified employees for active duty in the armed services of the United States or for employees who are former members of the armed services, or current members of the U.S. reserve forces or the Commonwealth militia, or the National Defense Executive Reserve. Requests and approvals will be made in accordance with the policies and procedures of the Department of Human Resource Management.

3.9.11 Compensatory Leave

Administrative, professional, and teaching faculty are not eligible for compensatory leave.

3.9.12 Leave to Donate Bone Marrow or Organs

Eligible faculty may receive a maximum of thirty (30) days of paid leave for the donation of bone marrow or organ transplants or the recuperation from such procedures.

- a. Eligibility: The provisions of this policy apply to full-time administrative and instructional faculty. Nine-month instructional faculty are eligible for the paid leave if the absence occurs during the August 16-May 15 contract

period. Restricted employees are covered only to the extent that the funding source for their position has agreed in writing has agreed to assume all financial responsibility for this benefit.

- b. Administration: This policy shall be administered in accordance with the Department of Human Resource Management policies and procedures.

3.9.13 Holidays (SB)

- a. Holidays for twelve-month faculty and presidents shall be authorized in accordance with Department of Human Resource Management policies and procedures. Holidays shall be observed in accordance with the annual college calendar published by the college for the calendar year. Accordingly, colleges and the System Office may schedule the observance of a holiday on a day other than that which is prescribed by State policy.
- b. Nine-month administrative faculty shall be authorized only those holidays which fall within the nine-month appointment period as prescribed by State policy and observed in accordance with the annual college calendar.

3.9.14 Effect of Leave With and Without Pay for Periods Exceeding 14 Calendar Days

Periods of leave with or without pay (except for the use of earned annual or sick leave, educational leave, sabbaticals, or military leave) of over 14 calendar days cause a discontinuity for a semester, disqualifying it from counting towards a full year of employment. A discontinuity is not a break in service. Since granted leave involves reemployment, leave is not automatically given to any person who requests it. A leave of absence with or without pay shall not be granted for more than 12 calendar months.

- a. Leave agreements: Leave agreements shall be developed and signed by both the college president and the faculty member. Agreements shall state the right and condition of reinstatement and must include an explanation of personnel policies that affect changes in salary, benefits, retirement and seniority. Faculty members may be allowed to retain any applicable leave balance to their credit as part of the leave agreement. No leave without pay agreement shall exceed one fiscal year in length. Prior to signing, the faculty member shall be informed of the contents of the agreement. A copy of the agreement shall be placed in the faculty member's personnel file prior to the beginning of the leave. While leaves with and without pay are considered on an individual basis, the following will apply:
 - (1) Merit Salary Award: Faculty returning from a leave that has prevented them from receiving an evaluation shall be awarded increases in accordance with guidelines developed by the college. These guidelines will be in writing. The merit salary award shall be applied to the salary in effect on the last contractual work date prior to the effective date of the leave.
 - (2) Leave Accrual: For twelve-month faculty the leave accrual anniversary date for annual leave will be advanced according to the time the faculty member is on leave. During the time of the leave

period, no leave will be earned. It will also not accrue after 60 consecutive workdays of leave with pay regardless of the type of leave to which the absence is charged.

- (3) Service Credit Toward Sick Leave Payout: Leave time is not credited as service toward the five years of continuous VCCS service which is required to receive a payment for sick leave balances upon separating from state service.
- (4) Retirement: Service credit is granted for any pay period in which qualifying compensation has been received by the faculty member. If a faculty member is on leave without pay for an entire pay period, no contributions will be made.
- (5) Benefits: For faculty on leave with pay or with partial pay, deductions for health insurance continue. For leave without pay, health insurance payments for the state portion must be paid by the first day of each month of coverage.
- (6) Multi-Year Appointments and Promotions: A year of full-time Leave agreements: Leave agreements shall be developed and signed by both the college president and the faculty member. Agreements shall state the right and condition of reinstatement and must include an explanation of personnel policies that affect changes in salary, benefits, retirement and seniority. Faculty members may be allowed to retain any applicable leave balance to their credit as part of the leave agreement. No leave without pay agreement shall exceed one fiscal year in length. Prior to signing, the faculty member shall be informed of the contents of the agreement. A copy of the agreement shall be placed in the faculty member's personnel file prior to the beginning of the leave. While leaves with and without pay are considered on an individual basis, the following will apply:

- (1) Merit Salary Award: Faculty returning from a leave that has prevented them from receiving an evaluation shall be awarded increases in accordance with guidelines developed by the college. These guidelines will be in writing. The merit salary award shall be applied to the salary in effect on the last contractual work date prior to the effective date of the leave.

- (2) Leave Accrual: For twelve-month faculty the leave accrual anniversary date for annual leave will be advanced according to the time the faculty member is on leave. During the time of the leave

period, no leave will be earned. It will also not accrue after 60 consecutive workdays of leave with pay regardless of the type of leave to which the absence is charged.

- (3) Service Credit Toward Sick Leave Payout: Leave time is not credited as service toward the five years of continuous VCCS service which is required to receive a payment for sick leave balances upon separating from state service.
- (4) Retirement: Service credit is granted for any pay period in which qualifying compensation has been received by the faculty member. If a faculty member is on leave without pay for an entire pay period, no contributions will be made.

- (5) Benefits: For faculty on leave with pay or with partial pay, deductions for health insurance continue. For leave without pay, health insurance payments for the state portion must be paid by the first day of each month of coverage.
- (6) Multi-Year Appointments and Promotions: A year of full-time employment is comprised of two academic semesters (fall and spring), the salary for which is chargeable to a single fiscal year's budget. Leave resulting in employment less than this period shall not count toward the time eligibility period for a multi-year appointment or for promotion. Faculty holding three and five-year appointments who are granted educational leave of absence with partial pay and are not employed full-time during at least two academic semesters of the period August 16 - August 15 of the following year, shall have their current multi-year appointments extended for one year.employment is comprised of two academic semesters (fall and spring), the salary for which is chargeable to a single fiscal year's budget. Leave resulting in employment less than this period shall not count toward the time eligibility period for a multi-year appointment or for promotion. Faculty holding three and five-year appointments who are granted educational leave of absence with partial pay and are not employed full-time during at least two academic semesters of the period August 16 - August 15 of the following year, shall have their current multi-year appointments extended for one year.
- (7) Return From Leave: A faculty member returning from a leave of absence without pay during or at the end of the period for which the leave was granted shall be entitled to reinstatement under the conditions of the leave agreement. Faculty members returning from leave without pay shall normally be reinstated to their former positions unless they sign an agreement releasing the college from this commitment or unless college organizational changes require the reassignment of the faculty members.
- (8) Required Notice to President: Faculty members who have not notified the president in writing by February 1 of their intent to return will automatically be separated as employees of the college. Any other date must be agreed to by the president and the faculty member and be included in the leave agreement.

b. Exceptions

- (1) Educational Leave: For administrative and professional faculty on educational leave with half pay, the leave period will be counted as full-time employment when determining the rate of annual leave accrual rate. For all faculty, educational leave with or without pay shall not disqualify the leave period as counting towards a year of service for purposes of promotion or multi-year appointments.

However, no more than two academic years may be exempted from the years of full-time service requirement because of educational leave.

- (2) Sabbaticals: Faculty granted Sabbaticals will have the leave period regarded as a year of full-time employment, except that leave will not accrue. Upon returning from the sabbatical, a merit salary award shall be applied to the salary in effect on the last contractual workday prior to the effective date of the sabbatical. The faculty member shall be awarded increases in accordance with guidelines developed by the college. These guidelines will be in writing.
- (3) Military Leave: A military leave of absence for a member of a reserve unit that is called to active duty, and who upon completion of his or her military obligation returns immediately to the college, shall have the active military duty period count towards a year of service for purposes of promotion or multi-year appointments. Leave will not accrue during the leave period.
- (4) Family/Medical Leave: Designated and approved family/medical leave will be counted towards a year of service for purposes of promotion or multi-year appointments.

3.10.0 Educational Assistance Guidelines

3.10.1.0 Purpose: The purpose of the educational assistance policy is to establish guidelines for the development of educational assistance programs that will enable the colleges and the System Office to support the educational goals of VCCS employees.

3.10.1.1 Definition: Educational assistance is financial support for approved educational courses or the acquisition of job-related degrees, professional certifications or licenses. It may be granted for a single course or combined with educational leave. The financial support shall consist of the cost of tuition and mandatory fees. In cases with educational leave, full pay, partial pay or leave without pay may be provided.

3.10.1.2 Eligibility Requirements

A. Program Criteria: Requests for educational assistance must be for courses that are job-related or are part of a degree program:

- 1. Job Related: Education or training related to employees' current positions to meet one of the following objectives:
 - (a) To provide training in the use of new or modified methods and equipment.
 - (b) To provide training in skills and knowledge required by changes in the employees' current position.
- 2. Degree Requirement. Academic courses taken at regionally accredited institutions:
 - (a) To enable qualified administrative and teaching faculty to attain advanced degrees for the maintenance of

established standards of the college or to meet specific needs that have been authorized by the college/System Office.

- (b) To enable classified employees to complete degree programs which will enhance job performance or support the colleges/System Office mission.

B. Employee Eligibility for Educational Assistance

- 1. New Employees: New employees are immediately eligible to receive educational assistance for tuition and mandatory fees.
- 2. Colleges and the System Office may elect to have new employees sign a promissory note.

C. Employee Eligibility for Educational Assistance That Includes Educational Leave With Full Pay, Partial Pay or Without Pay

- 1. Classified employees should normally have completed at least three (3) years of service with the VCCS.
- 2. Teaching faculty, counselors, and librarians should normally be eligible for, or have received a multi-year appointment.
- 3. Administrative and other professional faculty should normally have completed a minimum of three (3) years of service in the VCCS.

D. Exceptions to Eligibility Criteria for Educational Assistance and Educational Leave

- 1. A college president/Chancellor in the case of the System Office may waive these eligibility requirements in the interest of the effective and efficient operation of the college.
- 2. When eligibility requirements are waived, an explanatory justification statement approved by the college president/Chancellor shall be attached to the VCCS-16 and maintained in the college files.

3.10.1.3 Payment Options

Colleges and the System Office may use the following payment options for educational course work:

- A. Reimbursement: Employees pay the required tuition and fees and are reimbursed for the costs when the course is completed and appropriate documentation submitted.

- B. Up-front Payment-Promissory Note: The college/System Office will pay for the course at the time of registration. The employee and college/System Office will execute a promissory note for the amount of tuition and mandatory fees prior to registration for the class. Payment for tuition will be transmitted to the institution by check or IAT.
- C. For all payment options, the course must be completed satisfactorily with a grade of "C" or better. For any up-front payment, if an employee fails to complete a class, or receives an unsatisfactory final grade, the college/System Office must initiate repayment provisions immediately.

3.10.1.4 Procedures

A. Educational Assistance Without Leave

1. Submission of Requests: Employees must request education assistance prior to the start of class. Requests must be submitted on the VCCS-16, and signed by the employee and appropriate supervisors.
2. Degree Required Courses: If the class is part of a degree requirement, the employee must submit documentation of acceptance to a degree granting program that is regionally accredited. For classes not part of a degree program, the course must be job-related as determined by the supervisor.
3. Course Limits: Employees should normally be limited to no more than six (6) credit hours of course work per semester. The college president or the Chancellor in the case of the System Office may approve course work in excess of six (6) credit hours provided it is in the interest of the effective and efficient operation of the college.
4. Courses Taken During Normal Work Hours
 - a. Classified employees are required to adjust their work schedule to fulfill their normal work hours per week. Adjustments may take the form of reducing an employee's work week, increasing the number of hours worked, requiring use of annual, compensatory, or overtime leave, or VSDP family and personal leave (for VSDP participants).
 - b. Non-exempt classified employees: For non-exempt classified employees, time spent in classes during normal work hours is considered hours of work for computing any overtime liability.
 - c. Faculty are required to ensure that courses do not conflict with teaching and college responsibilities.

B. Educational Assistance With Leave and Full Pay or Partial Pay

1. Submission of Requests: Employees must request in writing education assistance with paid or unpaid leave at least one

semester prior to the start of the leave. The request should identify the length of time and the amount of pay being requested.

2. Establishing Base Pay : The base salary utilized to compute the partial pay shall be the salary in effect on the last workday prior to the period of educational leave. The base will be adjusted for merit increases at the time the increases become effective for all state employees.
3. Effective date: The effective date to be used-when placing nine (9)-month faculty on educational leave with or without pay shall normally be the first day of the fall or spring semester. For other employees, it will be the last day worked before the leave period starts.
4. For educational leave, the college and the System Office will prepare a letter stating the terms and length of the employee's leave. It will address the effect of the leave period on salary, benefits, retirement, and the timeframe to notify the college /System Office of the employee's return to full-time employment.
5. Promissory Note Required: Employees going on leave with pay will execute a promissory note. The promissory note will be adjusted to reflect any merit increases which occur during the leave period.
6. Length of Educational Leave: Educational leave with or without pay is limited to twelve (12) months. An extension of twelve (12) months may be granted by the college president.

3.10.1.5 Promissory Notes

- A. Promissory Note Required: Employees receiving up- front educational assistance for a course or for a leave with pay must execute a promissory note for the total amount of salary to be paid and/or costs paid by the State. The note will be executed on the first day of the leave and interest will begin to accrue on the date study is terminated.
- B Continuation Requirements
 1. Any employee receiving educational assistance may be required to sign a continuation agreement.
 2. Up-Front Payment for Educational Assistance: Employees will be required to work a minimum of an additional six months for assistance received.
 3. Leave With Pay: Employees will be required to work a period twice that of the leave period.

C. Repayment Provisions

1. If an employee does not successfully complete a course but remains employed within the VCCS, reductions in the employee's salary will be initiated to recover the cost of tuition and mandatory fees. The repayment schedule, not to exceed six months, will be initiated immediately.
2. An employee who does not return to the college which granted the leave with pay, or resigns prior to the completion of the promissory obligation, will pay the pro-rata portion of the note from existing leave balances or the final salary payment. If recovery of funds is not available from these sources, a repayment schedule with interest at the prime rate plus one (1) percent shall be paid with the final payment due within six months of the employee's last day of employment.
3. If an employee accepts employment with another Virginia state agency, a release from the promissory note may be obtained, providing that the employing institution reimburses in full by IAT (Inter-agency Transfer) the college which granted the leave with pay.

3.10.1.6 College/System Office Responsibilities

- A. College presidents are delegated the authority to approve educational aid requests (Form VCCS-16) for their respective colleges. The Associate Vice Chancellor for Human Resource Services is delegated the authority to approve requests originating in the System Office.
- B. Each college and the System Office will have an educational assistance policy. The policies shall be in writing and posted on the college website.
- C. Colleges and the System Office will maintain documentation as required by state and federal regulations.
- D. College and the System Office are given flexibility to establish an educational assistance policy that meets the college's needs. These may include:
 1. partial payments of tuition and fees
 2. establishment of in-state benchmark payments for tuition at out-of-state institutions of higher education: Example: providing financial assistance that would match but not exceed the cost of a course taken at a local state supported institution of higher education
 3. Limiting the financial support for the first two years of a degree program to the cost of the course at a community college
 4. Use of reimbursement for educational assistance

3.10.2 Chancellor's Fellowship for Faculty (SB)

Purpose

The purpose of the Chancellor's Fellowship is to ensure that capable people within the VCCS have opportunities, to prepare themselves for top-level management and instructional positions within the VCCS. To support this goal, the Chancellor's Fellowship is established to provide up to a one-year leave of absence with shared financial support for doctoral study at six institutions of higher education: (1) the Curry School of Education at the University of Virginia; (2) the Community College Program Area at Virginia Tech; (3) the National Center for Community College Education at George Mason; (4) School of Education at the College of William and Mary; (5) Virginia Commonwealth University, and (6) Old Dominion University. In addition, faculty may apply for a VCCS Chancellor's Commonwealth Fellowship to attend universities/colleges that do not provide shared financial support.

3.10.2.0 The Award

The Chancellor's Fellowship is awarded annually to no more than three outstanding professional educators in the VCCS. The award provides each recipient with a fellowship grant of up to \$12,500 (\$12,500 at those universities/colleges that provide shared financial support/\$7,500 at colleges/universities that do not provide shared financial support) plus one-half salary and up to a one-year leave of absence from VCCS duties with continuation of insurance, retirement, seniority, and other VCCS employee benefits. Chancellor's Fellows shall engage in full-time residential graduate study during the period of their award.

3.10.2.1 Eligibility

Full-time teaching, administrative, and professional faculty with unrestricted rank and salary proposals, a minimum of three years of VCCS service, and who are recommended by the president of the employing institution or by the Chancellor, for a System Office faculty member, are eligible for the Chancellor's Fellowship. Candidates must meet the specific requirements for admission to the doctoral programs of their institution. Individuals selected as Chancellor's Fellows shall be required to resume their employment with the VCCS for a period of at least twice the length of their fellowship following the completion of either the leave period or doctoral degree requirements. The recipient shall be expected to sign a Memorandum of Agreement and a Promissory Note, both of which are issued by the System Office.

3.10.2.2 Selection

Selection of each Chancellor's Fellow is made by a committee comprised of one college President, three members of the VCCS Professional Development Committee, and the Director of Professional Development.

3.10.2.3 Funding

Financial support for each Chancellor's Fellowship, exclusive of maintained benefits, is provided as follows:

- a. VCCS Chancellor's financial support of \$7,500
- b. Four-year institution's shared financial support of \$5,000 at the six supporting colleges/universities listed above.
- c. Sponsoring college's provision of ½ salary for the period of study.

3.10.2.4 Application Process

Application for the Chancellor's Fellowship, including letters of endorsement and other supporting materials, must be submitted to the university with a complete copy to the VCCS Director of Professional Development by 5:00 p.m. on February 1; the deadline date is the same every year. If the due date falls on a weekend, then the following Monday will serve as the due date. Application forms may be obtained from the Virginia Community College System Office of Academic Services and Research, from the offices of VCCS Presidents, and from the four-year institution the applicant will attend.

3.10.3 Chancellor's Fellowship For Classified Employees (SB)

Purpose

To ensure that capable classified employees within the VCCS have an opportunity to work toward degrees that will enable them to enhance their contributions to the community college mission, the Chancellor's Fellowship is established to provide up to a one year leave of absence with some financial support for community college programs and baccalaureate and graduate study at a state-supported institution of higher education.

3.10.3.0 The Award

The Chancellor's Fellowship is awarded annually to no more than two outstanding classified employees in the VCCS. The award provides each recipient with financial support for in-state tuition, mandatory fees, one-half salary, and up to a one year leave of absence from VCCS position responsibilities with continuation of insurance, retirement, payment of the state portion of health insurance premiums, seniority, and other VCCS employee benefits. Chancellor's Fellows shall engage in a full-time program at a community college, or baccalaureate, or graduate level study at other Virginia state-supported institutions of higher education during the period of the award.

3.10.3.1 Eligibility

Classified employees who are recommended by the president of the employing institution or by the Chancellor for a System Office Employee are eligible for the Chancellor's Fellowship. Candidates for the Fellowship must have been employed in a full-time, state-funded, classified position at a community college or the System Office for three consecutive years and have been officially accepted in a degree program at a Virginia state-supported institution of higher education. Individuals selected as Chancellor's Fellows are required to sign a promissory note with the understanding that following the leave, employment must be resumed for a time period twice that of the leave of absence (example: for a one year period of leave at least two years at the community college). An official Memorandum of Agreement must also be signed which states that completion of a designated course of study does not ensure that the recipient's position will be reallocated or that the recipient will be promoted.

3.10.3.2 Selection

Selection of each Chancellor's Fellow is made by a committee with membership designated by the Chancellor, but to include no more than three people, with both System Office and college representation.

3.10.3.3 Funding

Minimum financial support for each Chancellor's Fellowship, exclusive of maintained benefits is provided as follows.

- | | |
|-------------------------------|---|
| a. VCCS Chancellor's stipend | <ul style="list-style-type: none">● Full tuition and mandatory academic fees for in-state tuition at a public college/university.● For first professional programs (e.g., law, medicine, and dentistry) tuition and mandatory academic fees equal to the cost for regular in-state graduate students will be provided.● Funds for books and other fees are specifically excluded. |
| b. Sponsoring college stipend | <p>½ salary and benefit continuation</p> |

In addition, \$7,500 will be provided to the sponsoring college to defray employee replacement costs.

3.10.3.4 Application Process

Applications for the Chancellor's Classified Fellowship, including letters of endorsement and verification of acceptance into a degree program, must be completed by April 15. Application forms are available from the Office of the Chancellor, and from College Human Resource Offices.

3.10.4 Chancellor's Commonwealth Professorship Program (SB) (Revised 11/96)

Purpose

The Chancellor's Commonwealth Professor program is established to recognize and support teaching excellence in the VCCS.

3.10.4.0 The Award

Up to three individuals may be designated Chancellor's Commonwealth Professors each year. Each individual so designated shall retain the title for a two-year term. After the program is fully implemented there could be up to six active Chancellor's Commonwealth Professors.

Each Chancellor's Commonwealth Professor shall receive funding for reimbursable expenses and stipends for two summers to help support the individual's self-directed project. Chancellor's Commonwealth Professors shall also receive reassigned time equivalent to two courses (normally six semester hours) each semester during the regular academic year in order to pursue their self-directed projects.

Information about award amounts for reimbursable expenses and the stipend are available from the college Human Resource Office.

3.10.4.1 Eligibility

Full-time teaching faculty members with at least five years of service in the VCCS and demonstrated teaching excellence are eligible for appointment as Chancellor's Commonwealth Professors.

3.10.4.2 Selection

Annually each college may nominate one or more candidates for designation as a Chancellor's Commonwealth Professor. Each college shall develop its own nomination procedure which shall, as a minimum, include the following features:

- a. The individual shall be nominated by letter from the college president, vice president, or provost. The nomination letter must contain specific documentation of excellence in teaching and of how the instruction sets a standard of excellence.

- b. The individual shall develop a specific proposal regarding a self-directed project of personal and professional development related to community college teaching/learning to be conducted during the appointment period. This proposal shall include a detailed budget for the self-directed project.
- c. A panel of outstanding educators shall be assembled by the Chancellor to review and make recommendations regarding the colleges' nominations. This panel shall develop its own procedures. Its recommendations may be based solely on the materials presented in the nominating process or, at the discretion of the panel, on additional information obtained during interviews or campus visits with the finalists.
- d. The final decision and appointments shall be made by the Chancellor. Up to three appointments may be made at the discretion of the Chancellor.

3.10.4.3 Funding

The cost of the Chancellor's Commonwealth Professorship program shall be divided as follows:

- a. Reimbursable expenses up to \$7,500, two courses reassigned time for each of the two years (for a total of four courses over the two-year period), and two summer stipends of \$3,000 each will be provided by the System Office. Reimbursement will be provided for tuition, travel (including meals and lodging for overnight travel), research, clerical help, books, reference materials, supplies and equipment expenses.
- b. The college shall bear the cost of one course reassigned time each semester (normally three credits) for two years for a total of four courses over the two years.
- c. Any additional expenses related to the self-directed project shall be shared by the individual and the college in a manner agreed upon by the individual and the college president prior to the submission of the nomination.

3.10.4.4 General Provisions

- a. If the appointment period (three- or five-year appointment) of an individual designated as a Chancellor's Commonwealth Professor would normally conclude during the period of this designation, the appointment period shall automatically be extended to the end of the Chancellor's Commonwealth Professor appointment.
- b. Designation as Chancellor's Commonwealth Professor shall not affect the faculty rank of the individual.
- c. The summer stipends shall not become a part of the individual's base salary.

3.10.4.5 Expectations

Each Chancellor's Commonwealth Professor shall be expected to participate periodically in VCCS seminars or other programs focusing on interdisciplinary topics and/or special aspects of community college education.

3.10.5 Sabbaticals (SB)

3.10.5.0 Objective: The purpose of a sabbatical is to provide activities which will improve teaching effectiveness, enhance creative and/or artistic activities, improve professional competency, and provide a renewed capacity for significant contribution of service to the college and the community at large.

3.10.5.1 Description: A sabbatical is a compensated leave of absence of one or two semesters for 9-month faculty and up to 12 months for administrative and professional faculty and college presidents. Sabbaticals shall be granted for approved projects of full-time independent study, research, and/or creative work which will renew teaching abilities, and to foster and enrich intellectual and professional growth and development. Projects may be concerned with wide-ranging interests or with work in specialized fields and should address issues in the substance of the applicant's teaching field, research interests, professional field, or in some other area which will enhance understanding of related fields. It is not designed for planned courses of study or academic credit.

3.10.5.2 Eligibility: Sabbaticals for professional development may be made available to full-time teaching faculty, administrative and professional faculty, and the college president who meet the following criteria.

- a. Hold a full-time nine-month teaching faculty Rank and Salary proposal contract or a twelve-month teaching, professional, or administrative contract.
- b. Have completed six years of creditable service at the time of application for a sabbatical.
- c. Have completed six years of creditable service since a previously awarded sabbatical.
- d. Applicants meeting the above qualifications, must also meet the criteria enunciated in the Professional Development Plan of the subject college.

3.10.5.3 Requirement: The following requirements must be met by all recipients:

- a. Written applications for sabbatical leave will be submitted on forms developed by the individual colleges.
- b. A written report summarizing project accomplishments must be submitted to appropriate college officials.

- c. The individual faculty member or president shall execute a promissory note agreeing to repay the gross salary received while on leave. If upon completion of the sabbatical, that individual does not return to the college which granted the

leave with pay, or to another VCCS college, or to the System Office the full amount of the promissory note shall be repaid. If the individual resigns prior to the completion of his or her obligation, the outstanding pro rata portion of the note shall be paid. All payments will be paid in full within one year following termination of employment. In the event of death or approved disability retirement, the obligation is canceled. The individual who fails to complete successfully any portion of the sabbatical may be required by the president (or chancellor in the case of the System Office) to reimburse the college or System Office a proportional amount of the salary received while on leave.

- d. Faculty members who are awarded sabbaticals shall serve twice the time of the approved leave with pay at the college after return from leave with pay. The number of sabbatical awards in any year will depend upon the availability of funds.

3.10.5.4 Compensation

Monetary: The rate of pay while on leave with pay will be no less than 50 percent of the (current) salary in effect on the last contractual workday prior to the effective date of sabbatical leave.

Benefits

- a. Group life insurance, the state portion of health insurance coverage and VRS or optional retirement plan contributions paid in full.
- b. Credit for active employment for seniority purposes.
- c. Service credit for purposes of calculating a leave anniversary date.
- d. Leave shall not accrue.

3.11 Organization Changes

3.11.0 Faculty Members Transferring Within the VCCS (C)

- a. A lateral transfer is a permanent faculty assignment from one community college to another community college or the System Office under the following circumstances:
 - (1) There has been no open competition for the position,
 - (2) The positions are the same level, i.e., director level to director level,
 - (3) The action has the consent of both presidents, or the Chancellor in the case of the System Office.

- b. No change in faculty rank or salary shall be approved other than adjustments to reflect across-the-board increases or decreases. An exception to this is a lateral transfer to or from Northern Virginia Community College. The salary should be adjusted up or down by 8% in direct relationship to the VCCS-18.
- c. If a lateral transfer results from the discontinuation of a program, a letter must be submitted to the Chancellor for approval prior to any final action. In all cases, the receiving president shall submit all forms and correspondence pertaining to the transfer.
- d. A faculty move from one community college to another shall not be considered a transfer if it is the result of an open recruitment. For rank and salary purposes, the faculty member will be considered a new hire. In such cases, years of service in the VCCS are transferable for purposes of promotion, but not for reduction-in-staff decisions.

3.11.1 Reduction in Staff for Faculty (SB)

Purpose

To provide a uniform procedure for adjusting or reconfiguring the size of the college full-time staff holding faculty rank.

3.11.1.0 Definitions

- a. Reduction in Staff--A reduction in staff is the involuntary termination of a faculty member's employment due to a lack of sufficient funds¹, a lack of sufficient student enrollment in certain offerings or disciplines, and/or a reorganization or a change in curriculum. Before a reduction in staff is implemented, the administration must explore all reasonable alternatives to the termination of full-time positions.
- b. Seniority--Total continuous salaried service, in a faculty rank position at the college, computed from the date of acceptance of the most recent continuous employment.

¹For clarification, the term "funds" does not include capital outlay appropriations, endowments or funds restricted by law to a specific purpose. The term "funds" refers to the total of legislative appropriations allocated and available to the college to meet its operating expenses. All faculty appointments are subject to a contingency of possible termination in the event there is a lack of such funds appropriated to meet all of the budgeted operating expenses of the college for the period covered by the appropriation. Each college president, following consultation with appropriate faculty, within the policies, guidelines or directives of the State Board and/or the Chancellor, shall determine for the college appropriate retrenchments (including terminations of appointments) that shall best maintain quality educational services within available funds.

- (1) Ties in seniority shall be resolved by lot with the affected parties present.

- (2) Faculty on a permanent part-time appointment shall accrue for seniority purposes the percentage of a year equal to their percent of full-time employment.
- (3) Faculty serving in a restricted position with immediate prior permanent continuous State service shall retain their seniority rights computed from the date of acceptance of the most recent continuous employment.
- (4) Faculty serving in a restricted position with no prior permanent continuous State service shall be laid off, in order of least seniority, prior to any reduction in the faculty holding permanent positions within the same discipline, teaching field or program.

c. Break in Service

- (1) The following constitutes a break in service:
 - a) Resignation;
 - b) Dismissal;
 - c) Non-reappointment; and
 - d) Reduction in staff-layoff, except as provided in paragraph c. (4) below.
- (2) The following do not constitute a break in service and no adjustment in seniority shall be made:
 - a) A leave of absence with pay covered by:
 - 1) Sick Leave, or personal leave,
 - 2) Worker's Compensation Leave,
 - 3) Administrative Leave,
 - 4) Military Leave, and
 - 5) Twelve-month faculty annual leave;
 - b) Leave of absence without pay for educational purposes or other college approved purposes;
 - c) Leave of absence with partial pay for educational purposes;
 - d) Family/medical leave without pay for not more than 12 weeks, and not more than one semester in a calendar year;

- e) Temporary transfer to another State agency, not to exceed one year for purposes approved by the president, in writing, prior to the effective date of the transfer.
- (3) Leave of absence without pay for not more than 14 calendar days (one pay period) does not constitute a break in service. However, the individual's seniority must be adjusted to account for the time lost, except as indicated in c. (2) above.
 - (4) A layoff of fewer than twelve months or within the period of a multi-year appointment does not constitute a break in service but seniority must be adjusted to account for time lost.

3.11.1.1 Layoff Procedure

- a. Administrative/Professional Faculty--For administrative/professional faculty the position is eliminated, not the individual with the least seniority. Seniority shall not become a factor unless two or more members have the same position title, e.g., Chairman, Division of Social Sciences and Humanities; Director of Learning Resources; Coordinator of Admissions and Records; Coordinator of Institutional Research. When two or more administrative or professional faculty are involved, they shall be released in order of least seniority.
 - (1) If a teaching faculty position vacancy exists in the primary teaching field or discipline of the administrator/professional, the administrator/professional may assume that position.
 - (2) In the primary teaching field or discipline, administrative/professional faculty member who previously occupied a teaching faculty position at the college may displace a teaching faculty rank employee provided they displace a member with less seniority.
- b. Teaching Faculty, Counselors, and Librarians--Counselors, librarians, or teaching faculty within a given discipline, teaching field or program shall be released in order of least seniority.

3.11.1.2 Faculty Benefits

- a. Severance Pay--Affected faculty may elect to receive three months salary or the rate of pay provided in the Department of Human Resource Management Severance Benefits policy.
- b. Severance Benefits--The college will continue to pay its contribution toward life insurance and health insurance for 12 months following the effective date of the lay-off. If the VCCS severance package is selected and is followed by immediate retirement (either VRS or an optional retirement plan ORP) there is no continuance of employer paid life insurance or health benefits.

3.11.1.3 Faculty Rights

- a. Affected faculty members shall be given the right of interview for vacant permanent positions anywhere in the VCCS provided they are qualified for said positions.
 - (1) The affected faculty member's president, or the president's representative, shall notify each college in the System that the faculty member is available for employment.
 - (2) The decision to offer the faculty member an appointment proposal rests exclusively with the receiving president.
- b. Affected faculty members shall have first refusal of permanent positions should they be reestablished within the remaining term of their appointment. It shall be the responsibility of laid-off faculty to keep the college personnel office advised of their current addresses and telephone numbers.
- c. Affected faculty who are successful in obtaining a position at another community college within the VCCS shall be handled administratively as a transfer from their current college to the new college of employment, and shall retain applicable leave credits.

3.11.1.4 General Provisions

- a. Application - A reduction in staff is considered on a college-wide basis at a multi-campus college. It is limited to the affected college. There are no provisions for displacing faculty with less seniority at another college within the System.
- b. Time Frames - Except in case of an emergency² reduction in staff, affected faculty members shall be notified as early as possible but no later than sixty (60) days prior to the effective termination date.

²For clarification an emergency is an unanticipated reduction in staff or funds mandated by the Governor, the General Assembly, the State Board for Community Colleges or the Chancellor.

- c. Qualifications--When faculty members are qualified under the VCCS-29 criteria to teach in a field other than their primary field, they shall be placed in such a permanent position within the college provided a vacancy exists in the secondary field. Rank and salary may require adjustment based on a re-evaluation of qualifications.
- d. Tenure--The termination of employment provisions outlined in the Tenure policy for administrators/ professionals holding tenure as faculty and tenured faculty take precedence over this reduction in staff procedure.

- e. Academic Freedom - Reduction in staff shall not be used to restrain faculty rank employees in their exercise of constitutional rights or academic freedom as set forth in the Statement of Academic Freedom and Responsibility adopted by the State Board.
- f. Delivery of Notices - When giving notice of action or requesting appeal, it is the author's responsibility to make all reasonable effort to ensure that the person(s) designated to receive such notices and requests receives them personally. Personal delivery by the author or certified mail with return receipt should be used.
- g. Voluntary Reductions or Restructuring - Colleges may elect to provide faculty with the option of volunteering lay-off in the discipline, teaching field, or program targeted for reduction or restructuring. When volunteers exceed the staff reduction planned by the college, offers will be accepted on a seniority basis.
- h. Redress - Issues regarding the application of this policy may be pursued through the Faculty Grievance Procedure.

3.12 Faculty Sanctions

Purpose: To provide fair and objective methods of addressing behavior and performance issues that interfere with the maintenance of high standards of professional conduct and work performance.

3.12.0 Definitions

- a. Dismissal -- Dismissal is the involuntary termination of employment of faculty during the terms of their appointment.
- b. Insubordination -- Insubordination is the refusal or deliberate failure to comply with a directive of a supervisor when such directive is within the scope of authority/responsibility of the supervisor.
- c. Misconduct -- Misconduct is any criminal, immoral, or unprofessional act occurring while working for or representing the institution or any such act while on the premises of the institution or at sponsored events. Misconduct shall include, without limitation, unauthorized taking or use of any State property, conflicts of interest, engaging in or contributing to any assault, physical abuse or threats of harm, misusing authority for personal gain or favors, and sexual or racial harassment. For the purposes of nonreappointment, only, except as may be stated above, unprofessional conduct shall not include any act which does not materially affect or interfere with the performance of responsibilities or the operations of the institution.
- d. Nonreappointment -- Nonreappointment is the decision not to renew the appointment of a faculty member at the end of the current appointment period.

- e. Suspension -- The required absence from work with or without pay that is imposed as part of a disciplinary action or to remove the faculty member from the workplace pending an investigation related to conduct or a court action.

3.12.1 Nonreappointment

- a. Coverage -- Full-time and regular part-time faculty in unrestricted appointment positions are covered by the provisions of this section.
- b. Reasons for Nonreappointment -- Faculty may be nonreappointed only for just cause. Permissible grounds for nonreappointment shall include but are not limited to incompetence, unsatisfactory job performance, insubordination, or misconduct.
- c. Procedure -- The immediate supervisor shall schedule a conference with the faculty member. During the conference, the faculty member shall be informed of the immediate supervisor's intention to recommend nonreappointment and of the reasons for the recommendation. The faculty member shall have the opportunity to discuss and respond to the recommendation. At the time of the conference, the immediate supervisor shall provide the faculty member, the vice president or provost, and the president with a written notice stating the reasons for recommending nonreappointment. The president shall notify the faculty member in writing of the final decision regarding nonreappointment.
- d. Time Frames -- The president's notification of nonreappointment shall be sent to the faculty member not later than the following dates:
 - (1) January 15 during the first year of service in the VCCS.
 - (2) December 15 after one year of service.
 - (3) After two or more years of service and for faculty rank employees in the final year of a multi-year appointment.

3.12.2 Dismissal

- a. Coverage -- All faculty are covered by this policy.
- b. Reasons for Dismissal -- Faculty may be dismissed only for just cause. Permissible grounds for dismissal shall include but are not limited to incompetence, unsatisfactory performance of duties, insubordination, unlawful discrimination, sexual harassment, and misconduct.
- c. Procedure -- The immediate supervisor of a faculty member may initiate dismissal proceedings whenever sufficient justification exists to consider dismissal for just cause. In all cases, the initiation must demonstrate that credible evidence is present to justify dismissal. The immediate supervisor shall schedule a conference with the faculty member. During the conference, the faculty member shall be informed both orally and in writing of the justification for considering dismissal and shall have the opportunity to discuss and respond to the issue. The immediate supervisor shall identify the required corrective action unless immediate dismissal is recommended.

Following the conference, a written response and/or additional information may be submitted to the immediate supervisor for consideration. If the supervisor still recommends dismissal, a copy of all written correspondence between the faculty member and the immediate supervisor shall be sent to the vice president/provost and to the president of the college. The president shall notify the faculty member in writing of the decision for dismissal and the effective date.

- d. Exceptional Cases -- The initial recommendation of dismissal may be issued from the vice president/provost or the president instead of the immediate supervisor. In all such cases, the faculty member shall be notified of the identity of the person making the initial recommendation.

3.12.3 Suspension

- a. Coverage -- All faculty are covered by this policy.
- b. Use in Dismissal Cases -- Suspension of faculty is not to be used routinely in possible dismissal cases. Such use is justified only if a substantial threat to the welfare of the institution can reasonably be interpreted as meaning that the faculty member's continuance at the institution will cause immediate harm to the faculty member or others. Unless legal considerations forbid, any such suspension shall be with pay.
- c. Procedure -- Nothing in the procedure described herein shall prevent the president, or if absent, the president's designee, from suspending a faculty member. Prior to taking such action, the president shall inform the affected faculty member of the reason for the suspension and provide the faculty member an informal opportunity to respond to the allegations.
- d. Investigations -- In all cases, the president shall ensure that an investigation be conducted and completed within thirty (30) calendar days.

Upon conclusion of the president's investigation, court action, or official investigation, the faculty member may be disciplined, dismissed, suspended, or reinstated from suspension as the president determines to be appropriate under the circumstances.

A suspension without pay for up to thirty (30) work days may be utilized as a disciplinary action in lieu of dismissal.

3.12.4 General Provisions

- a. Academic Freedom -- Faculty sanctions shall not be used to restrain faculty in their exercise of constitutional rights or academic freedom as set forth in the Statement of Academic Freedom and Responsibility adopted by the State Board.
- b. Appeals -- Decisions made under the provisions of the Sanctions policy may be appealed through the Faculty Grievance Procedure. Appeals of nonreappointment must be filed within twenty (20) work days after receipt of the president's notification of nonreappointment. Adjunct Faculty may appeal suspension and dismissal issues to the end of Level Two.

- c. Extension of Time -- Every effort shall be made by all parties to expedite the process. The time limitations specified for either party may be extended by mutual written agreement.–
- d. Delivery of Notices -- When giving notice of action or requesting appeal, it is the author's responsibility to make all reasonable effort to ensure that the person(s) designated to receive such notices and requests receive(s) them personally. Personal delivery by the author or certified mail with return receipt should be used for the delivery of notices and requests.

3.13 Faculty Grievance Procedure

Purpose

The Grievance Procedure is intended to provide a fair process for resolving complaints or disputes. If a complaint or dispute cannot be resolved through informal discussion, the grievant may pursue the formal Grievance Procedure. This procedure shall include but is not necessarily limited to (i) the Professional Employee's Appointment Policy, (ii) the Procedures for Non-reappointment, Dismissal, Suspension or Reduction in Staff for College Personnel Holding Faculty Rank. Nothing in this procedure is intended to substitute for nor repeal the policies/procedures governing tenured faculty (See the VCCS Tenure Policy).

3.13.0 Definitions

- a. Grievance - A grievance is a complaint or dispute between an employee of the college holding faculty rank (the grievant) and an administrator, a faculty member acting in a supervisory capacity, or a member of the classified staff of the college with respect to the application or interpretation of the rules, policies, procedures, and regulations of the
- b. Avoiding Interruptions: In pursuing the provisions of this procedure, every effort shall be made to avoid interruptions of classroom activity and other college functions and the unnecessary involvement of students or others not directly involved in the act being grieved or the grievance process itself.
- c. Informal Discussion: Nothing contained herein shall be construed as limiting the right of the grievant to discuss the matter informally with any appropriate member of the college. If the grievance is settled informally and/or the grievant withdraws from the procedure at any level, such a settlement shall be deemed a final resolution and shall be entered in the records as such (see paragraph V.E.).
- d. Effect of Failure to Respond to Grievant Within Time Limit: Failure at any level of the grievance procedure to initiate communication of a decision to the grievant within the specified time limit shall result in an automatic right of appeal to the next level of the procedure. The appeal must be made by the grievant within the time frame which would have been allotted had the decision been communicated by the final day; otherwise, Paragraph IV.B. above shall apply.

3.13.3 General Provisions

- a. Identification: All written grievances and appeals shall identify the name and position of the aggrieved party, the name and position of the party or parties against whom the grievance is filed, the date of filing, a concise statement of the nature of the grievance, the specific rule, policy, procedure, or regulation of the VCCS or the college which has allegedly been misapplied or misinterpreted, how it was misapplied or misinterpreted, and the specific redress being sought by the grievant.
- b. Avoiding Interruptions: In pursuing the provisions of this procedure, every effort shall be made to avoid interruptions of classroom activity and other college functions and the unnecessary involvement of students or others not directly involved in the act being grieved or the grievance process itself.
- c. Informal Discussion: Nothing contained herein shall be construed as limiting the right of the grievant to discuss the matter informally with any appropriate member of the college. If the grievance is settled informally and/or the grievant withdraws from the procedure at any level, such a settlement shall be deemed a final resolution and shall be entered in the records as such (see paragraph V.E.).
- d. Clarification of Administrative Structure: It shall be the responsibility of each college president, where necessary, to provide a clarification on the relationship of Levels One through Three to the college's administrative structure. The term "immediate supervisor", as used herein, refers to the first line of administration.
- e. Placement of Records: Once a grievance has been formally filed (Grievance Level One), a record shall be kept in the Human Resources Office. After final resolution of the grievance, only the rendered decision shall be placed in the personnel file of each party to the grievance.

The record of the case shall be treated with the same confidentiality as other personnel records.
- f. Applicability to Temporary Faculty Members: When a temporary part-time faculty member (P-14) has a grievance, the same procedures as set forth herein shall apply except that the procedure shall end at Level Two.
- g. Applicability to Administrators and Professionals: When an administrator or professional has a grievance, the same procedure as set forth herein shall apply.
- h. Representation by Legal Counsel: In order amicably to promote the informal resolution of potential grievances, legal counsel may not participate prior to Level One. Both parties to the grievance have the right to employ legal counsel, who may be present and participate at any level of the formal grievance procedure. Any party intending to have legal counsel present at the hearing must notify the other party to the grievance of that intent.

- i. Timing: The grievance procedure at the institution (absent agreement otherwise) should take place when the parties are under contract and during regular working days.
- j. Public Statements: Except for such simple announcements which may be required covering the time of hearings and similar matters, public statements and publicity about a case shall be avoided by all parties so far as possible until all proceedings have been completed.
- k. Academic Freedom: Nothing in this policy shall be used to restrain faculty rank employees in their exercise of constitutional rights or academic freedom as set forth in the Statement of Academic Freedom and Responsibility adopted by the State Board.
- l. Job Termination: The initial recommendation of job termination may be issued from the vice president/provost or the president instead of the immediate supervisor. In all such cases, the faculty member shall be notified of the identity of the person making the initial recommendation. All subsequent proceedings shall begin at the appropriate level (vice president /provost or president) and recommendations of lower level administrators, if any, shall be included in the record for future consideration.
- m. Delivery of Notices: When giving notice of action or requesting appeal, it is the author's responsibility to make all reasonable effort to ensure that the person(s) designated to receive such notices and requests receive them personally. Personal delivery by the author for which a receipt is obtained or certified mail with return receipt should be used for the delivery of notices and requests.

3.14 General Policies

3.14.0 Equal Employment and Affirmative Action Policy (SG; SB)

It shall be the policy of the Virginia Community College System to provide equal opportunity to employees and applicants for employment without regard to race, color, religion, national origin, political affiliation, veteran status, sex, or age. Further, it shall be the policy of the Virginia Community College System that no otherwise qualified person shall, solely by the reason of disability, be denied access to, participation in, or the benefits of, any program or activity operated by the System. The System shall comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Executive Order of the Governor of the Commonwealth of Virginia and The Virginia Plan for Equal Opportunity in State Supported Institutions of Higher Education.

3.14.1 Sexual Harassment

The VCCS shall not tolerate any verbal or physical conduct, by any employee, which constitutes sexual harassment of any other employee or student as outlined in Part 1604.11, Discrimination Because of Sexual Harassment, of Title VII, Section 703, of the Civil Rights Act of 1964, as Amended. Upon receipt of a complaint of sexual harassment, the VCCS shall take action appropriate to the charge presented by the complainant.

3.14.1.0 Purpose

To state that sexual harassment is contrary to the policy of the State Board and to provide avenues (mechanisms) for reporting and resolving sexual harassment complaints.

3.14.1.1 Definition

Sexual harassment is defined as unwelcomed sexual advances, requests for sexual favors, and/or other verbal or physical conduct or written communications of an intimidating, hostile, or offensive sexual nature, regardless of where such conduct might occur, when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for decisions such as: employment, promotion, demotion, transfer, selection for training, performance evaluation, etc.; or
- c. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment or substantially interfering with an employee's work performance.

3.14.1.2 Coverage of Personnel

All employees of the VCCS are covered by this policy.

3.14.1.3 Procedure

Complaints of unwelcomed sexual advances or repeated sexual expressions creating a hostile work environment, or threats of job penalties in order to gain sexual favors, and of promises seeking to induce sexual favors may be raised through established grievance procedures or relief may be sought under any appropriate federal regulation.

As an alternative to filing a formal grievance a complaint may be discussed and/or filed in writing with the EEO Officer of the college or System Office.

An employee also may initiate a complaint by filing such complaint in writing directly with the college president. A written complaint may be filed directly with the Chancellor if the complainant is employed in the System Office or in the event a president is alleged to have engaged in sexual harassment in the workplace. The Chancellor or college president shall take such action as is appropriate, including conducting an investigation.

3.14.2 Illegal Substance Policy (SB)

Students or employees of a Virginia community college shall not possess, sell, use, manufacture, give away or otherwise distribute illegal substances including drugs or, where prohibited, alcohol while on campus, attending a college sponsored off-campus event, or while serving as a representative of the college at off-campus meetings. Students or employees who violate this policy shall have college charges processed against them in the normal manner of due process provided by college rules. Further, students or employees who violate this policy shall have committed a criminal offense, and the college shall notify the appropriate agency of the Commonwealth of Virginia, county or city government for investigation and, if warranted, prosecution.

Each community college shall develop more specific procedures and sanctions in this regard, and these shall be published.

3.14.3 Substance Abuse Policy (SB)

Each community college shall develop a substance abuse program according to the Guidelines for Developing Institutional Policies (SCHEV 1/9/87). These programs shall include drug and alcohol education and substance abuse counseling and referral services for students and employees.

3.14.4 Sexual Misconduct Policy (SB)

The Virginia Community College System shall not tolerate sexual misconduct in any form. Sexual misconduct is a flagrant violation of the values and behavioral expectations for a college community and all reported violations shall be investigated. Sexual misconduct may be punishable through civil and criminal proceedings, as well as through college disciplinary processes.

An educational institution is a community of trust whose very existence depends on the recognition of each individual's importance and value. This trust creates the freedom for each individual to live, think, act, and speak without fear of physical harm. Sexual misconduct shatters the bond of trust within a college community.

This policy shall apply to all employees and students of the Virginia Community College System.

3.14.5 Sexual Assault

Sexual assault is defined as sexual intercourse without consent, including rape (whether by acquaintance or stranger), sodomy, or other forms of sexual penetration. To constitute lack of consent, the acts must be committed either by force, threat of force, intimidation, or through use of victim's mental helplessness of which the accused was aware or should have been aware. Mental helplessness includes incapacitation by alcohol or other drugs. Sexual assault also includes intentionally touching, either directly or through clothing, of the victim's genitals, breasts, thighs, or buttocks without the victim's consent, as well as touching or fondling of the accused by the victim when the victim is forced to do so against his or her will.

Verbal misconduct, without accompanying physical contact as described above, is not defined as sexual assault. Verbal misconduct may constitute sexual harassment, which is also prohibited under VCCS regulations and is specifically addressed elsewhere in Section 6.5.6.

3.14.6 Political Activities and Public Office (SB)

The VCCS recognizes and encourages the exercise of the right of VCCS employees, as citizens, to engage in political activities on their own time. Should a faculty member or staff member campaign for or be elected to local, state, or federal office, it is necessary that the individual give assurances to the president and the president in turn shall give assurances to the Chancellor and the State Board that the individual's duties in the System are being carried out fully and with no diminution of effectiveness caused by absences that might be required as a public official.

In conformance with the foregoing policy, the following guidelines are set forth:

- a. Faculty or staff members should, as a matter of courtesy, notify the president (or Chancellor) of their intention to seek public office or to accept an appointment to public office prior to the time such information is made public through notices of the press or other media.
- b. Should faculty or staff members be elected or appointed to local, state, or national office, their first and primary responsibility is to their positions with the institution.
- c. Should faculty or staff members choose to seek public office, the campaigning must be done on their own time and without taking advantage of any resources or settings directly involving the institution. Employees who are candidates or who promote a public cause or support a candidate must ensure that their activities are not subsidized by public funds.
- d. When faculty or staff members are elected or appointed and assignments conflict with institutional duties, except for state appointments or offices which are covered by administrative leave, the member is required to take first available annual leave or personal leave.

3.14.7 Application of Department of Human Resource Management Policies to Faculty

Title 2.1 Chapter 10, Virginia Personnel Act, Code of Virginia of 1942 as contained in the Department of Human Resource Management Policies and Procedures Manual shall apply to faculty unless alternative policies are approved by the State Board. (SG;SB)

3.15 Policies Pertaining to Presidents

3.15.0 Presidential Salaries

3.15.0.0 Purpose:

To provide a rationale for establishing equitable presidential salaries based on the size of the college and experience of the president.

3.15.0.1 Presidential Salary Scale. The salary scale will be comprised of six categories with a salary range for each category.

1. The colleges will be placed in one of six categories. The categories will be based on annual full-time equivalent enrollment. The categories are:
 - a. Category I less than 1500 FTES
 - b. Category II 1,500-2,499 FTES
 - c. Category III 2,500-4,999 FTES
 - d. Category IV 5,000-9,999 FTES
 - e. Category V 10,000-17,000 FTES
 - f. Category VI 17,500 and above FTES
2. Each category will have a minimum and maximum salary.
3. Salary structure adjustments shall be made based on the appropriations decisions of the General Assembly, approval of the State Board, and approval of the Governor.
4. It is anticipated that salaries of individual college presidents with a satisfactory performance evaluation will increase at the same rate as the salary structure increases. At the Chancellor's discretion, however, a salary structure increase may be denied to an individual president should the president's performance be less than fully satisfactory.

3.15.0.2 Evaluating College Categories:

1. Colleges shall be categorized annually in the spring based on annual full-time equivalent students (FTES). The annual enrollment is the full-time equivalent students (FTES) in summer, fall and an estimate of the spring semester.
 - a. Should a college's enrollment increase so that a college moves to a higher size category, the president's salary shall be placed in the higher category range and increased by the category difference of 9%. Presidents will receive only one category change salary increase per category. For example: If a college moves from a Category I to a Category II, the president will receive a 9% increase. If the college drops back to a Category I then moves back to a Category II, the President would not be eligible for another category increase until the College became a Category III college.
 - b. Should a college's enrollment decrease so that a college moves to a lower size category, the president's salary shall be placed in the lower category salary range. If the president's salary exceeds the lower category range

maximum, the salary shall be frozen until such time as salary structure increases result in the range maximum being equal to or greater than the president's salary. The Chancellor may grant exceptions when warranted.

2. Presidents will be informed in writing by April 15 if their college has changed categories.
3. Salary adjustments resulting from category changes will take effect July 1. College categories will be included in the VCCS-18 Faculty Salary Scales.

3.15.0.3 Presidential Entry Level Salaries:

1. Starting presidential salaries will be determined by the Chancellor.
2. Salary offers shall be within the college category salary range.
3. Placement within the range will be based on the years and types of experience, current salary, market conditions, and other VCCS presidents' salaries.

3.15.0.4 Presidential Supplementary Salary Guidelines

1. In addition to a state salary, compensation of community college presidents may include a housing supplement up to \$10,000 from private gifts, endowment funds, or income from endowments and gifts. Any such supplements to a president's state salary must be recommended by the local board chair and approved by the Chancellor.
2. Requests for a salary supplement must be submitted in writing and include the amount of supplement, the source of the supplement, and whether it is a one-time or continuing supplement. Requests must be received by April 1 for the upcoming fiscal year. The amount of all supplements to a president's state salary will be identified in the president's contract.

3.15.1 Presidential Appointment Letter

STATE BOARD FOR COMMUNITY COLLEGES

Virginia Community College System

James Monroe Building

101 North Fourteenth Street

Richmond, Virginia 23219

PRESIDENTIAL APPOINTMENT

(Date)

TO: _____

The State Board for Community Colleges has approved your appointment as President of _____ Community College for a term of one _____ beginning July 1, ___ and expiring June 30, ____, subject to the following terms and conditions:

1. The term of this appointment shall be extended on an annual basis for an additional term of one year unless either party shall prior to March 1 of the then current year notify the other party in writing that it does not desire the appointment to be so extended. This extension shall reoccur annually unless such notice is given.
2. You shall be responsible to the State Board for Community Colleges through the Chancellor of the Community College System for the operation of _____ Community College in accordance with applicable law, established policies, procedures, and regulations. You shall be responsible to the _____ Community College Board for those areas in which the College Board is empowered to act and which are assigned to you by the College Board. In addition, you shall serve as Secretary to the College Board.
3. As a condition of your employment as President of _____ Community College, you agree to refrain from seeking any public office, or serving in any elected public office during the term of your appointment. If you take any overt, public action in an effort to formally announce your candidacy, seek the nomination of any political party, or seek to have your name placed on the ballot for a primary or general election, your appointment as President of _____ Community College shall be terminated. In the event that provisions of this paragraph are in conflict with any other provisions of this appointment and/or the VCCS Policy Manual, the provisions of this paragraph shall control.

4. Your annual salary rate shall be _____ for the period July 1, ____ - November 24, _____ and _____* for the period November 25, ____ - June 30, _____. payable semi-monthly and subject to lawful deductions. You shall also receive all of the usual retirement, life insurance, health insurance, annual leave, and sick leave benefits normally provided State employees.
5. You shall obtain an annual physical examination by a licensed medical doctor with the expense of such examination to be paid by State funds. The results of such examination shall be made available to the Chancellor and the Chair of the College Board by January 1.
6. The Chancellor shall cause an evaluation of your performance to be conducted annually by June 15.
7. This agreement is subject to, and incorporates, all applicable laws, and the policies, regulations and rules of the State Board for Community Colleges as may be amended.

Please signify your acceptance of this appointment by signing and returning the original to my office within fifteen days of the above date.

Glenn DuBois, Chancellor

I accept the appointment described above under the terms and conditions set forth.

DATE

PRESIDENTIAL APPOINTEE

* Pending Gubernatorial Approval

3.15.2 Presidential Evaluation Procedure (SB)

3.15.2.0 Purpose

The purpose of presidential evaluation is the improvement of performance, both individual and institutional.

Improvement of performance is a continuing process, a concept consistent with the premise that education, or learning, should be lifelong. It is consistent, too, with the reality that communities and people change over time giving rise to new and different conditions and needs to which the community college should be responsive.

3.15.2.1 Objectives

The objectives of annual presidential evaluations are:

- a. To provide the individual president with a formal statement on the adequacy of the president's performance based on predetermined measures;
- b. To provide the college board and the Chancellor with an appropriate mechanism for setting and monitoring progress toward attaining specified goals/objectives;
- c. To provide the State Board with an appropriate mechanism for assuring the evaluation of management personnel; and
- d. To identify serious problems that may require special attention.

3.15.2.2 Conditions

The Virginia Community Colleges are accountable to the State Board for compliance with System and State policy and for judicious management of resources.

The individual college is responsible to its college board for assuring that its mission, and its programs and activities, are based on and consistent with local needs, interests, and aspirations.

The position of president, defined by the State Board, includes reporting relationships to the college board and to the Chancellor.

The role of president, defined in large measure by the interaction and interrelationships between the individual president and the communities and constituencies comprising the individual college, is situationally determined.

The president is singularly qualified and located to judge the performance of the institution and to be judged by same.

3.15.2.3 Evaluation Plan

The president shall be evaluated annually. The annual evaluation shall be prepared in letter form by the Chancellor. It shall have as its basis, two independent assessments of the president's accomplishments conducted separately by the college board and the Chancellor. As a minimum, the evaluation letter shall list each goal/objective followed by a narrative statement detailing the degree of accomplishment:

a. College Board's Evaluation

The evaluation of the president by the college board shall be conducted by an appropriately designated board committee or individual, working in conjunction with the president. The college board and president, working together, shall define the procedure they shall follow in determining the evaluation. The evaluation letter shall be reviewed with the president and shall be signed by the Board Chairman and by the president and submitted to the Chancellor no later than May 1.

b. Chancellor's Evaluation

The Chancellor shall prepare an evaluation of each president and shall review the evaluation with the president no later than June 15. Following their review of the evaluation, both the president and Chancellor shall sign the evaluation letter.

c. Predetermined Goals/Objectives

The Chancellor and the college board, acting separately, shall establish with the president goals/objectives for the ensuing evaluation period. Once agreed upon, these goals/objectives shall serve as one basis for evaluation of performance. The college board and president shall establish goals/objectives to be used in evaluating the president by the board. By June 15, the Chancellor shall provide the president with a copy of the Chancellor's goals/objectives for the year and indicate which of these objectives are to be included in the president's goals/objectives. The president's goals/objectives shall be used by the Chancellor to evaluate the president's performance.

3.15.2.4 Evaluation Process

The evaluation process shall be as follows:

- a. By May 1, the college board shall have completed its evaluation of the president and submitted the appropriately signed evaluation letter to the Chancellor.

- b. By June 15, the Chancellor shall provide the president with a copy of the Chancellor's goals/objectives; the Chancellor shall have established with each president and confirmed to each in writing the goals/objectives upon which the president's performance in the ensuing evaluation period shall be evaluated; and the appropriate committee/individual of the college board shall have established with the president and have confirmed in writing the goals/objectives upon which the president's performance shall be judged.
- c. By June 15, the Chancellor shall have completed an evaluation of each president and shall have reviewed it with the college board's evaluation to identify significant disparities, if any. Where significant difference(s) in the Chancellor's evaluation of the president as compared with the evaluation by the college board are deemed to exist, the Chancellor shall seek to reconcile them.
- d. In those instances where the Chancellor's evaluation is irreconcilable with that of the college board, the areas of difference shall be noted in the Chancellor's evaluation letter and the president shall have the opportunity to file a rebuttal.
- e. Copies of the Chancellor's final evaluation of the president and the goals and objectives for the upcoming year shall be directed by the Chancellor to the president, the Chairman of the College Board and the president's personnel file. In those instances where the Chancellor's evaluation is irreconcilable with that of the college board, the Chancellor's evaluation with attachments and the president's rebuttal, if any, shall be directed by the Chancellor to the president, the Chairman of the College Board, and the president's personnel file. The final evaluation of the president by the college board shall also be directed by the Chancellor to the president's personnel file.

3.15.3 Procedure for Dismissal of a College President

3.15.3.0 Purpose

The purpose of the procedure described herein is to provide an equitable system of due process for a college president who has been recommended for dismissal.

3.15.3.1 Definitions

- a. Dismissal Dismissal is the involuntary termination of a president's employment during the appointment term.
- b. Grounds for Dismissal A president may be dismissed for just cause. Permissible grounds for dismissal shall include but not be limited to incompetence, inadequate performance of duties, insubordination, misconduct, or financial exigency. A president may also be dismissed in the case of mental or physical incapacity which prevents the president from adequately performing the required duties.

3.15.3.2 Procedure

When reason arises to question the continued employment of a president whose term of appointment has not expired, the Chancellor shall discuss the matter with the president in conference. The Chancellor shall then forward to the president within fifteen (15) calendar days a memorandum outlining the nature of the items of discussion in the conference and may state that dismissal could result and, further, shall place a copy of the memorandum in the president's official personnel file. The president may respond in writing within fifteen (15) calendar days to this memorandum, in which case the response shall also be placed in the president's official personnel file.

If it is the decision of the Chancellor to dismiss the president for just cause, the Chancellor shall so inform the president in writing, specifying the reasons for his decision, and shall place a copy of his decision in the president's official personnel file. If the president desires to appeal the Chancellor's decision, a written appeal must be submitted specifying the specific reasons therefor, to the Secretary of the State Board within fifteen (15) calendar days following the Chancellor's decision.

The Secretary shall immediately forward full and complete documentation of the case to the State Board. Upon receipt, the Chairman of the Board or the Chairman's designee shall specify a date certain for a hearing of the appeal. The appeal shall be considered by the Executive Committee of the State Board, unless a hearing before the full Board is requested by the president, and the decision shall be final.

The president shall have the right to counsel (at personal expense), the right to present and cross-examine witnesses, the right to examine all documents and demonstrative evidence used against the president, and the right to a copy of such at no expense.

Except for such announcements as may be required covering the time of hearing, public statements and publicity about the case shall be avoided by all parties so far as possible until all proceedings have been completed.

3.15.3.3 General Provisions

Nothing in the procedure described herein shall prevent the Chancellor from suspending a president immediately if the Chancellor deems the continued presence of the president to be a substantial threat to the welfare of the institution. Prior to taking such action, the Chancellor shall afford the president an informal opportunity to offer an explanation to the grounds which justify the decision to suspend. If dismissal proceedings are initiated, the Chancellor shall ensure that the initial hearing on the dismissal is provided as soon as possible. Unless prohibited by law, any such suspension shall be with pay.

3.15.4 Guidelines for the Conduct of Presidential Appeal Hearings

3.15.4.0 Hearing Intent

Prior to the convening of a hearing, each State Board member should carefully review the record and become acquainted with the issues to be addressed. Hearings are not meant to be conducted as full court proceedings and shall not be bound by the technical rules of evidence. However, all reliable, probative and substantial evidence produced at the hearing should be taken into account.

3.15.4.1 Decision Format

The State Board by a majority vote of those present may uphold or reverse the action of the Chancellor or, in appropriate circumstances, may choose a modified remedy. Board decisions, however, must be consistent with provisions of law and written policies. While in appropriate cases the Board might determine that the president is entitled to reinstatement, from which back pay and a restoration of benefits might flow, in no case does the Board have authority to award damages or attorney fees.

3.15.4.2 Hearing Conduct

- a. The State Board shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing.
- b. At the option of each party, opening statements may be made at the beginning of the hearing and the Board may ask for such statements in order to clarify the issues involved in the dismissal.
- c. The Chancellor and, thereafter, the president or their representatives, shall then present their claims, proofs and witnesses who shall submit to questions or other examination. The Board may, at its discretion, vary this procedure but shall afford full and equal opportunity to all parties for presentation of any material or relevant evidence and shall afford the parties the right of cross-examination.
- d. The Board by majority vote may decide procedural questions and rule upon objections raised during the course of the hearing.
- e. Witnesses other than the Chancellor and president should remain in the hearing room only while giving their testimony.
- f. Members of the Board may question anyone giving testimony in order to clarify points being made.
- g. Exhibits offered by the president or the Chancellor may be received in evidence by the Board and, when so received, shall be marked and made a part of the record.

- h. The Chancellor and president shall produce such additional evidence as the Board may deem necessary to an understanding and determination of the dismissal. The Board shall be judge to the relevancy and materiality of the evidence offered. Evidence is to be taken in the presence of the Board and both parties.
- i. After each side has had the opportunity to present its evidence, the Board chairman shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, both the Chancellor and president shall be given the opportunity to make closing statements summarizing their positions, following which the hearing should be declared closed.
- j. The hearings shall be reopened at any time before the actual rendering of the Board's decision:
 - (1) Upon a majority vote of the Board on its own motion or
 - (2) Upon a majority vote of the Board on the application of either the Chancellor or president for good cause shown.

3.15.4.3 Decision

The State Board shall render its decision within fifteen (15) working days of the conclusion of the hearing. The facts found and the reasons for the Board's decision must be fully documented.

3.15.5 Extended Professional Leave for Presidents (SB)

Professional leave may be granted to college presidents for special assignments by authority of the Chancellor, subject to the following considerations:

- a. The places visited, meetings attended, etc., should have a direct relationship to community college education;
- b. Full salary should be continued;
- c. Necessary expenses shall be reimbursed;
- d. A president would be eligible for a maximum of twelve weeks of such leave every three years; and
- e. Procedurally, the president would submit a detailed plan, with estimated expenses, for review by the Chancellor. This proposal should be submitted at least three months in advance of planned date for leave to begin.

3.16 Tenure

3.16.0 Tenure and Related Appeal Procedure of January 29, 1969, as Amended and Current Status (SB)

Any qualified faculty employee of the VCCS who was granted tenure in 1970, 1971, or 1972 may elect to retain tenure status or accept a multi-year appointment. As long as tenure status is retained, all rules pertaining to tenure apply. Once a tenured employee has accepted a multi-year appointment, however, he may not elect to return to tenured status.

3.16.1 Tenure (SB)

- a. Tenure shall terminate at the normal retirement age under the State Retirement Act.*
- b. Termination of employment of tenured faculty in the event of a budget cut, loss of enrollment, or a change of curriculum is recognized, but should only be used in cases of absolute necessity. Under such circumstances, tenured faculty will be given first opportunity for openings anywhere in the System for which the faculty member is qualified.
- c. In a multi-campus college of the System, tenure shall be considered to be with the whole college, and service on one campus shall transfer to other campuses within the same college.
- d. Upon voluntary transfer from one college to another in the System, the faculty member may retain tenure after a one-year probationary period at the new college.
- e. Promotion and salary are not part of the tenure system.
- f. No later than thirty (30) days following adjournment of the Annual** Session of the Virginia General Assembly, the faculty member will be informed in writing of the president's recommendation of salary and faculty rank for the coming year, subject to approval by the State Board for Community Colleges. The faculty member will have thirty (30) days in which to accept or reject in writing the proffered employment.

*At the time the Tenure Policy was approved by the State Board, the mandatory and normal retirement age were both age 65. The 1987 General Assembly revised Section 51-111.54 of the Code of Virginia by removing the mandatory retirement age. Section 51-III.10 of the Code of Virginia defines the normal retirement age as age 65. Tenure will terminate effective with the retirement of the tenured faculty member.

**Reconvened

- g. Permissible grounds for suspension or termination of appointment of a faculty member who has tenure or whose term of appointment has not expired shall include, but are not limited to, incompetence, neglect of duty, and conduct of such a nature as to indicate that the person is not suitable to continue as a member of the faculty.
- h. When reason arises to question the continued employment of a faculty member who has tenure or whose term of appointment has not expired, the procedure shall be as follows:
 - (1) An appropriate administrative officer(s) of the college shall discuss the matter with the faculty member in one or more personal conferences.
 - (2) If adjustment does not result, the faculty member or the administration of the college may ask an informal faculty committee to assist in resolution of the problem and submit its findings of fact to the president.
 - (3) The president then will make a decision to retain the faculty member or to terminate his employment.
 - (4) If the president decides to terminate the faculty member's employment, the faculty member will be given a written statement of the charges and notice of his right to a hearing.
 - (5) Within ten (10) days after notification, the faculty member may request a hearing by written notice to the president of the college. If no request is made within that time, the president may proceed to terminate the faculty member's employment without a hearing.
 - (6) If the faculty member requests a hearing, a written response addressing each of the president's charges must be presented to the president within ten (10) days after the request for a hearing.
 - (7) The hearing shall be held by a joint faculty and administrative ad hoc committee of the college. It is recommended that this committee consist of no less than three (3) nor more than fifteen (15) persons. Two-thirds of the committee shall be faculty members selected by the faculty. The remainder of the committee shall be appointed by the president from the administrative staff and/or faculty. The hearing shall be upon written charges submitted by the president. The hearing committee shall meet within thirty (30) days after the faculty member responds to the charges. The faculty member shall have the right to counsel at his own expense, the right to present and cross-examine witnesses, the right to examine all documents and demonstrative evidence, and the right to a copy of the transcript of the proceedings furnished at no expense to him. The president, or his delegate or counsel, may participate in the hearing, present evidence, and present and cross-examine witnesses.

- (8) In reaching its decision, the hearing committee shall consider only evidence presented at the hearing and such oral or written arguments as the committee, in its discretion, may allow. Evidence regarding the general competence and professional and moral fitness of the faculty member shall always be deemed relevant. The committee shall decide by majority vote whether the evidence, considered in the light of the faculty member's general competence and professional and moral fitness, justifies a finding that the faculty member is unfit to continue as a member of the faculty. It shall make its written recommendation accordingly, and shall transmit the recommendation to the faculty member and to the president. The president shall take such action on the recommendation(s) as he deems appropriate.
- (9) Within ten (10) days after written notice to him of the final decision of the president, the faculty member may appeal in writing the president's decision to the college board, and the college board may accept or reject jurisdiction of the case.
- (10) If the faculty member is dissatisfied with the college board's decision, or should the college board decline to accept jurisdiction of the case, within ten (10) days after receipt of the written notice of the board's final decision, the faculty member may appeal in writing to the Chancellor of the Community College System.
- (11) If in appealing to the Chancellor, the faculty member requests in writing a hearing, the Chancellor of the Community College System shall conduct the hearing or, at his discretion, he may appoint a hearing officer to conduct the hearing. The president may appoint legal counsel or other designated representative to present the college's case, and the faculty member shall have the right to be represented by legal counsel or by other representative(s) of his choice at his own expense.

A transcript of evidence from the earlier hearing will be made a part of the record. In addition, only new evidence not available at a previous hearing may be introduced by the faculty member, but additional evidence deemed to be necessary by the Chancellor or his representative may be presented at the hearing. The faculty member shall have the right to present and cross-examine witnesses and the right to examine all documents and demonstrative evidence.

- (12) If requested in writing within ten (10) days after the Chancellor's final decision, the faculty member shall have an appeal as a matter of right to the State Board for Community Colleges whose decision shall be final. No new evidence may be presented, except by the mutual consent of the parties, and the case shall be considered on the record of all preceding hearings.

3.16.2 Tenure Appeal Procedures (SB)

For tenured faculty dismissed prior to completion of an appointment, the appeals procedure shall be as stated in 3.16.1 - h. 4. of the Tenure Policy.