

## 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 Regular Nine-Month Teaching Faculty

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

#### 3.0.1 Ten-Month Teaching Faculty

Ten-month teaching faculty are full-time teaching faculty with additional on-going administrative duties, such as program head or assistant dean, that require teaching faculty to provide administrative oversight of programmatic areas. This position may be used for faculty teaching on non-traditional schedules.

#### 3.0.2 Twelve Month Teaching Faculty and Nine-Month Administrative/Professional Faculty

Twelve-month teaching positions and nine-month administrative positions are established by special request to the Chancellor. The requests are submitted annually prior to March and must explain how the exceptional position will better meet the needs of the college. For twelve-month teaching positions, the work schedule and leaves are the same as those of twelve-month administrative and professional positions. For nine-month administrative/professional positions, salary and leaves are prorated.

#### 3.0.3 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.

#### 3.0.4 Twelve-Month Administrative Faculty

Administrative faculty perform work related to the management of the educational and general activities of the college, department, or division. 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.

#### 3.0.5 Restricted Faculty

A restricted position carries limitations due to funding, length of service, or other special conditions. Such conditions include funding in whole or in part by non-state revenues (e.g. grants, fees, etc.), restricted state revenues, limited appointment period, non-continuing assignments, or other restricted conditions. Restrictions may apply to teaching, administrative and professional faculty positions as well as classified positions.

#### 3.0.6 Associate Instructor

Associate Instructors are individuals holding a full-time, restricted, one-year appointment to teach a higher instructional load than regular nine-month teaching faculty for the fall and spring semesters. This position is relieved of most administrative and governance duties to spend time in student support and student success related activities. The Associate Instructor contract contains no expectation or guarantee of continued employment.

#### 3.0.7 Regular Part-Time Nine-Month Teaching Faculty

Part-time nine-month teaching faculty are employed on a continuing basis to teach approximately 60%-80% of a regular faculty workload and carry regular faculty duties and responsibilities. Compensation is pro-rated and benefits are restricted consistent with state policies and regulations.

#### 3.0.8 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 total workload includes credit hours taught at all VCCS colleges. Adjunct faculty workload is governed by the equivalent workload credit hour limits established in the Virginia Manpower Control Program, Section 4-7.0.1 of the Code of Virginia. The adjunct faculty contract contains no guarantee of continued employment.

#### 3.0.9 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.

### 3.0.10 Wage Employees

Wage employees are employees not covered by the Virginia Personnel Act (also referred to as hourly, P-14, or WE-14 employees). Generally these positions are non-exempt for the purpose of overtime compensation. The positions 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 29 hours per week on average and 1500 hours per year at any one or more VCCS college/System Office. These positions are governed by the Manpower Control Program, Section 4-7.0.1 of the Code of Virginia.

## 3.1 Academic Rank, Special Positions, 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. The Assistant Instructor classification may be used for individuals who are appointed on a temporary or emergency basis for one year. These individuals meet most, but not all, of the minimum requirements for the instructor rank and show supporting written evidence of being able to complete such requirements within one year. A one-year renewal may be requested by a college administrator and approved by the president for a person who is actively pursuing completion of the necessary requirements.
- b. Teaching faculty members who are restricted hold the rank for which they qualify according to the VCCS-29. The Lecturer rank may be used for restricted positions in exceptional cases upon the approval of the president.
- c. Associate instructors hold the rank of lecturer.
- d. The Lecturer rank is used for restricted administrative and professional faculty.

### 3.1.2 Special Positions

- a. Part-Time Nine Month Teaching Faculty Position is a regular part-time teaching position with the same rights, privileges, and responsibilities of full-time faculty. It has an academic year workload that is generally 60%-80% of a fulltime position, with 14-24 credits and 18-32 contact hours. It may be assigned an overload of up to 9 credits but the total workload cannot exceed 27 credits. Compensation is based on the nine-month faculty salary scale by percentage. Benefits are limited and governed by the policies and regulations of the state for part-time, regular employees. Leave benefits are prorated. All full-time, unrestricted faculty policies apply.

- b. The Associate Instructor Position is a student-focused position responsible for teaching and being involved in activities that directly support student success, such as mentoring and tutoring. It carries a higher instructional load than regular nine-month faculty but is relieved of most administrative and governance duties. The position is a nine-month restricted position teaching fall and spring semesters. The following conditions apply to this position:
1. **Workload:** The academic year workload is 33-39 credits with 39-49 contact hours. No more than 3 credit hours of overload may be assigned in an academic year.
  2. **Office hours and additional duties:** The position is expected to have 12-19 hours per week involved in student engagement activities such as office hours, tutoring, and mentoring.
  3. **Compensation:** There are two salary ranges for the Associate Instructor position. The Level I range is for those who meet the VCCS-29 qualifications of instructor or assistant professor. Level II is for those who meet the qualifications of associate professor or professor. The position is full-time and therefore receives full benefits.
  4. **Contract Period:** The position receives an annual one-year contract. Contracts are not renewable. However, individual associate instructors may receive an additional one-year contract upon the successful review of the college's instructional needs and the individual's performance.
  5. **Applicability of full-time faculty policies:** The following policies are unique to the associate instructor position.
    - a. Evaluation: The college adjunct faculty evaluation plan will be used.
    - b. Academic rank: All Associate Instructors hold the rank of Lecturer. Credentials are evaluated using the requirements of the VCCS-29 to determine whether placement for compensation should be as a Level I or Level II Associate Instructor. Those with credentials that match the instructor or assistant professor rank requirements are designated as Level I. Those with credentials that match the associate professor and professor rank requirements are designated as Level II.
    - c. Reclassification: Faculty who acquire additional credentials may request a re-evaluation of salary and position level prior to the issuance of a new contract.
    - d. Grievance Procedure: Faculty concerns may be pursued through Level 3 of the Faculty Grievance Procedure. College-level decisions are binding.

- e. Severance: The Associate Instructor position is not covered under the severance policy.
  - 6. Recruitment and Selection: Because of the restricted, limited time nature of the associate instructor position, colleges may use regional recruitment sources. Hiring decisions may follow reviews by smaller committees than those utilized for regular full-time teaching positions.
  - c. Ten-month Teaching Faculty Positions are on-going positions for regular full-time teaching faculty with program head, or administrative duties or for faculty teaching non-traditional schedules. Salary for the tenth month is based on a pro-rata basis of the nine-month teaching salary. Ten-month positions are not temporary assignments that faculty move into and out of on a regular cycle, rather a permanent assignment for programs that do not shift assigned program head responsibilities periodically.
- 3.1.3 Emeritus: The Emeritus/Emerita title is honorific and is intended to acknowledge outstanding service to the Virginia Community College System. It does not represent any entitlement to authority, rights, privileges or resources.
- a. President Emeritus.
    - 1. Eligibility: Candidates for emeritus status must have provided ten or more years of outstanding, distinguished, and honorable service to the VCCS in positions of substantial leadership to include the role of president.
    - 2. Procedure: The Local College Board must nominate a President for emeritus status by official Board action. The request should contain a brief description of the candidate's service and an explanation of why he or she is deserving of this honor. The request should be submitted in writing to the Chancellor for review and consent. If agreed to, the Chancellor will submit the request to the State Board for approval.
    - 3. Emeritus Conditions: The appointment of the President Emeritus/Emerita is for life. Whenever using the Emeritus title in print or otherwise, the President Emeritus should conduct himself or herself in the same manner and consideration expected of an active president.
    - 4. General Provision: Notwithstanding any other element of this policy, the State Board retains the authority to withdraw the Emeritus title, without cause. Further, the Chancellor may in extenuating circumstances recommend exceptions to the eligibility requirements for the State Board's consideration and action.

- b. Chancellor Emeritus. The State Board may grant the title of Chancellor Emeritus at its sole discretion.
- c. Professor Emeritus. The establishment of the status of Professor Emeritus is recommended as a method of honoring teaching faculty for meritorious service to the college. The President of the college shall establish a procedure for selecting individuals for appointment as a Professor Emeritus with all the rights and privileges established by the college. To be eligible the faculty member must be retired and usually will have the rank of Associate Professor or Professor with a minimum of ten years of service in the VCCS and have made a significant, meritorious contribution to the college or the VCCS.
- d. Administrative/Professional Faculty Emeritus. The establishment of the status of Administrative/Professional Faculty Emeritus is recommended as a method of honoring individuals for meritorious service to the college. The President of the college shall establish a procedure for selecting individuals for appointment as Administrative/Professional Faculty Emeritus with all the rights and privileges established by the college. To be eligible, the person must be retired, have a minimum of ten years of service in the VCCS, and have made a significant, meritorious contribution to the college or the VCCS.
- e. Classified Employee Emeritus. The establishment of the status of Classified Employee Emeritus is recommended as a method of honoring staff members for meritorious service to the college. The President of the college shall establish a procedure for selecting individuals for appointment as Classified Employee Emeritus with all the rights and privileges established by the college. To be eligible the person must be retired, have a minimum of ten years of service in the VCCS, and have made a significant, meritorious contribution to the college or the VCCS.

#### 3.1.4 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. Approved working titles may be used when they are reflective of the position level and responsibilities.

### 3.2 Faculty Qualifications for Academic Rank (SB)

#### 3.2.0 Qualifications for Teaching Faculty

Qualifications for teaching faculty are stated on the "Normal Minimum Criteria for Each Faculty Rank," VCCS-29 chart and narrative. The academic rank is determined by academic preparation, previous teaching experience and/or related occupational experience. Academic rank determines the salary range for compensation decisions.

### 3.2.1 Qualifications for Administrative and Professional Faculty

- a. Qualifications for Administrative and Professional Faculty are stated on the “Normal Minimum Criteria for Each Faculty Rank,” VCCS-29 chart and narrative in Columns 1 and 2. The academic rank is determined by academic preparation, previous teaching experience and/or related occupational experience. Academic rank does not determine the range for compensation decisions; the salary range for the type of position (e.g. Vice President, Dean, Director, Coordinator, etc.) is used for this purpose.
- b. The use of Columns 3, 4, 5, and 6 to hire administrative and professional faculty requires the approval of the Chancellor.
- c. The minimum academic credential for the positions of Provost, Academic Vice President, and President 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

Adjunct Faculty must meet the qualifications as stated on the “Normal Minimum Criteria for Each Faculty Rank,” VCCS-29 chart and narrative. The academic rank is determined by academic preparation, previous teaching experience and/or related occupational experience. Academic rank determines the range for compensation decisions.

# Virginia Community College System Qualifications of Faculty

## Explanation of Policy

- 1) **Minimum Qualifications** for hiring and promotion are comprised of State Board for Community Colleges' Policy as stated on this page, the VCCS-29 chart, and the following Principles of Accreditation of the Commission on Colleges of the Southern Association of Colleges and Schools (SACS-COC).

“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.”

- 2) **Emphasis on Continuous Improvement:** Faculty qualifications for promotion must emphasize enhancement of knowledge, skills, and abilities through supplemental education beyond the minimum required for initial hiring and through the accrual of successful full-time teaching experience. For this reason, faculty must complete credit hours beyond the current highest degree attained and/or additional years of full-time teaching experience as partial criteria for promotion.
- 3) **Equality of Rank across Disciplines and Programs:** Each faculty rank carries comparable levels of responsibility and requires comparable levels of content expertise relative to the discipline/program. To this end, faculty in both transfer and career and technical disciplines retain comparable privileges of and, relative to the discipline, must meet comparable expectations for each rank.
- 4) **SACS-COC Credential Guidelines**
  - a) Faculty teaching associate degree courses designed for transfer to a baccalaureate degree: doctoral 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).
  - b) 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 categories.

- c) Faculty teaching courses designed for non-associate degree occupational fields: high school diploma or equivalent with demonstrated competencies in the teaching field.
  - d) 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 coursework in developmental education.
  - e) Faculty teaching Student Development (SDV) courses: A minimum of a bachelor's degree from a regionally accredited institution.
- 5) **Coverage:** The accompanying chart (VCCS-29) specifies the normal minimum criteria for each faculty rank for:
    - a) Full-time and adjunct teaching faculty
    - b) Administrative and professional faculty (including counselors and librarians)

For administrative and professional faculty:

“Teaching effectiveness” refers to effective performance in the primary area of responsibility;  
“Teaching experience” includes professional service in the primary area of responsibility;

“Graduate semester hours in teaching field” refers to coursework in one’s occupational field for the purpose of hiring and promotion.

- 6) **Applicable Policies:** The chart will be used and interpreted in conjunction with the above explanation of policy; section 3.2, Faculty Qualifications; section 3.7, Faculty Promotions; and section 3.8.0, Procedure to Determine Faculty Entry Level Salaries in the VCCS Policy Manual.
- 7) **Minimum Requirements**
  - a) Fulfillment of normal minimum criteria does not guarantee original placement in, or promotion to, a given rank.
  - b) Minimum degree requirements for original appointments and promotions must be met.
  - c) The following are appropriate substitutions that may be used at the discretion of the college:
    - (1) Teaching experience beyond the minimum required may be used in lieu of occupational experience at the rate of one year of full-time teaching experience being considered equivalent to a required year of full-time occupational experience.
    - (2) Occupational experience beyond the minimum required may be used in lieu of teaching experience at the rate of one year of full-time, related occupational experience being considered equivalent to a required year of full-time teaching experience.
    - (3) 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.
    - (4) For Columns 3 and 5, business, industry, and professional certifications may substitute for educational requirements. These equivalencies must be documented, approved by the president, and placed in the personnel file.
    - (5) 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.
- 8) **Program Accreditation Requirements:** 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 coursework.
- 9) **Measurement of teaching effectiveness:** For initial appointments teaching effectiveness is determined through references. Measurement of performance evaluation for promotions is determined by whether teaching faculties have achieved a “Meets Expectations” summary rating on their most recent faculty evaluation. Administrative and Professional faculty must receive at least a “good” summary evaluation rating on the most recent evaluation to qualify for promotion eligibility. (Per VCCS Policy 3.7.0.1.0, fulfillment of normal minimum criteria does not guarantee promotion to a given faculty rank.)
- 10) **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 (continuing educational unit classes, workshops, conferences, seminars, etc.) when part of a written professional development plan, approved in advance by the 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, when part of a written professional development plan approved in advance by the president of the college.
- 11) **Human Resource Delegated Authority Agreements:** 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

May 2013

	Faculty in Humanities, Social Science, Natural Science, Math, Developmental Studies, English as a Second Language, Administrative and Professional Faculty, Counselors, Librarians		Faculty in Specialized Professional or Technical Associate in Applied Sciences or Art 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
<b>ASSISTANT INSTRUCTOR</b>	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.					
<b>ASSOCIATE INSTRUCTOR</b>	Appointment as a Level I associate instructor requires the same credentials as an instructor or assistant professor. Appointment as a Level 2 associate instructor requires the same credentials as an associate or full professor					
<b>INSTRUCTOR</b>						
Teaching Effectiveness	Demonstrates Potential		Demonstrates Potential		Demonstrates Potential	
Academic Preparation	Master's in field or Master's with 18 graduate semester hours in teaching field (The minimum requirement for faculty teaching ESL & developmental courses at the instructor level is a baccalaureate degree related to the teaching field.)		Bachelor's in teaching field <u>or</u> Associate's in the teaching field with demonstrated competency in teaching field.		H.S. diploma or equivalent; Associate's or equivalent in teaching field preferred.	
Experience	0 years		2 years		5 years current experience	
Related Occupational Experience	0 years		0 years		0 years	
Total Teaching Experience	0 years		0 years		0 years	
F/T Community College Experience	0 years		0 years		0 years	
<b>ASSISTANT PROFESSOR</b>						
Performance Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation
Academic Preparation	<b>Master's + 24 graduate semester hours obtained subsequent to the Master's for a total of 27 graduate semester hours in the teaching field</b>	Master's + 15 graduate semester hours obtained subsequent to the Master's for a total of 27 graduate semester hours in the teaching field	<b>Bachelor's in teaching field + 24 graduate semester hours obtained subsequent to the Bachelor's</b>	Bachelor's in teaching field +15 graduate semester hours obtained subsequent to the Bachelor's	Associate's or equivalent (Major in teaching field)	High school or equivalent + 30 semester hours toward an Assoc. Degree
Experience:	0 years	0 years	2 years	2 years	5 years	5 years
Related Occupational Experience.	0 years	3 years	0 years	3 years	0 years	3 years
Total Teaching Experience	0 years	3 years	0 years	3 years	0 years	3 years
F/T Community College Experience	0 years	3 years	0 years	3 years	0 years	3 years
<b>ASSOCIATE PROFESSOR</b>						
Performance Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation
Academic Preparation	Doctorate (36 graduate semester hours in teaching field)	<b>Master's + 39 graduate semester hours obtained subsequent to the Master's (for a total of 36 grad hours in teaching field)</b>	Master's related to teaching field + 15 graduate semester hours obtained subsequent to the Master's	Master's related to teaching field	Bachelor's related to the teaching field	Assoc. related to the teaching field or equiv. + 30 semester hours obtained subsequent to the Associate's
Experience:	0 years	0 years	2 years	2 years	5 years	5 years
Related Occupational Experience.	6 years	6 years	6 years	6 years	6 years	6 years
Total Teaching Experience	0 years	6 years	0 years	3 years	0 years	3 years
F/T Community College Experience	0 years	3 years	0 years	3 years	0 years	3 years
Minimum VCCS Experience in Previous Rank	0 years	3 years	0 years	3 years	0 years	3 years
<b>PROFESSOR</b>						
Performance Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation	Meets Expectations on Most Recent Evaluation
Academic Preparation	Doctorate (36 graduate semester hours in teaching field)	Doctorate (36 graduate semester hours in teaching field)	Master's related to teaching field + 36 graduate semester hours obtained subsequent to the Master's	Master's related to teaching field + 36 graduate semester hours obtained subsequent to the Master's	Master's related to the teaching field	Master's related to the teaching field
Experience:	0 years	0 years	2 years	2 years	5 years	5 years
Related Occupational Experience.	9 years Postsecondary	9 years	9 years Postsecondary	9 years	9 years Postsecondary	9 years
Total Teaching Experience	0 years	3 years	0 years	3 years	0 years	3 years
F/T Community College Experience	0 years	3 years	0 years	3 years	0 years	3 years
Minimum VCCS Experience in Previous Rank	0 years	3 years	0 years	3 years	0 years	3 years

(1). Administrative and Professional faculty must receive at least a "good" summary evaluation rating on the most recent evaluation to be considered for promotion

### 3.2.3 Degree Equivalency

- a. The earned doctoral degree normally includes the Ph.D., D.A., 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., J.D., D.P.T. and other professional degrees are equivalent to the master's degree plus 24 graduate semester hours.
- d. The Master of Fine Arts (MFA) degree is considered a terminal degree for faculty teaching in a field related to the 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 the other requirements for promotion to upper ranks of the professoriate.
- e. In considering college degrees for initial appointment, promotion, or recognition, the highest degree accepted for consideration must have been awarded by a college or university in good standing with a regional accrediting agency recognized by the U.S. Department of Education. Regional accrediting agencies include: Middle States, New England, North Central, Southern, North West and Western Commissions. 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 and that the degree requirements are consistent with the academic rigor required of a regionally accredited institution. Foreign transcripts must be evaluated by a credential evaluation service approved by the National Association of Credential Evaluation Services (NACES). The evaluation will be considered by the college as a recommendation.

### 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 (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 assist in college recruitments upon request. No fees shall be paid to recruit employees from personnel agencies.

#### 3.3.2 Appointments and Exceptions to Normal Searches

Purpose: The purpose of this policy is to identify circumstances whereby a College or the System Office may appoint a faculty member to an existing vacant position without a normal search. These are rare circumstances appropriate only when it advances the mission, goals, or published initiatives of the College or System Office.

3.3.2.0 Eligibility: This policy applies to state funded and restricted full-time teaching, administrative, and professional positions.

3.3.2.1 Types of positions, hiring opportunities and circumstances covered: The following exceptions to a full search are covered by this policy.

- a. Distinguished Faculty – Select academics with a noteworthy record of teaching, scholarship or creative activity that would significantly enhance the mission of the College.
- b. Uniquely Qualified Professional – Appoint a professional who would enhance the organization because of a unique set of professional skills that are rarely duplicated, or that meet particular special needs of a College/System Office.
- c. Reorganization – As a result of a documented and strategic reorganization plan, faculty members may be reassigned to different or newly created positions. Automatic reassignments should not be taken for granted if they limit the opportunity of other qualified candidates to compete for the position. Appointments that result in newly vacant positions will be more favorably considered.
- d. Temporary Positions – It is not the intent of this policy to apply to all temporary openings, therefore requests should be made only when there are unique circumstances. An appointment for a temporary position that is funded for a limited duration after recent searches produced a small number of applicants is characteristic of an exceptional request.
- e. Diversity – When the opportunity exists to advance documented College or System Office goals to diversify its faculty and a uniquely qualified professional from an underrepresented minority group is nominated.
- f. Urgent/Emergency Appointment – Appointment of a qualified individual due to a critical timing issue such as the illness, injury or sudden death of a faculty member, an inopportune vacancy— i.e. beginning of semester—, or similar unanticipated needs.
- g. Classified to Faculty – To change a classified position to a faculty position when there is no substantial change of duties or any change in compensation, and the incumbent is qualified to hold a faculty position.
- h. Funding Change – When a position’s funding changes from restricted or grant funds to institutional funds and the President deems it is in the organization’s best interest to retain the incumbent without the necessity of a normal search.

### 3.3.2.2 Request Procedure

- a. A written request for an exceptional action should be sent by the President to the Chancellor with a copy to the Associate Vice Chancellor for Human Resource Services. The letter will include justification that clearly explains the unique circumstances surrounding the request for an exception to a normal search and how the organization will be benefit from the exception. Components of the justification should at least include the following:
  - Category of Exception
  - Rationale
  - History of position vacancy and/or any past searches
  - Qualifications of the anticipated candidate
  - If the candidate has any prior relationship with the College or with any individual who has some influence over the hiring decision.
  - Planned Salary Range
  - Other pertinent information
- b. No offer or statement of intent should be made to an employee or potential candidate until the President receives written approval from the Chancellor.
- c. The existence of any one or more of the factors described in this policy does not provide automatic justification for an exception to conducting a normal competitive search.
- d. It is anticipated that this policy will be used less than 5% of the time, since it recognizes that in rare circumstances there are organizational needs that outweigh the inherent fairness of normal, open and competitive searches. Each request will be rigorously scrutinized to ensure that a compelling organization need for an exception is evident.
- e. The point of contact for this policy is the VCCS Human Resource Services Department.

### 3.3.3 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.

c. Student Employment. An exception to this policy is granted in circumstances wherein a family member of an employee or board member is enrolled in a course of study, their employment is related to their status as a student, the employment concludes at the end of their course of study, and the student does not both live in the employee's household and receive more than half of their financial support from the employee.

### 3.3.4 Reference and Background Check

Purpose. The purpose of the Reference and Background Check Policy is 1) to promote a safe environment and protect the welfare of students, employees, and visitors to our campuses; 2) to protect organizational assets including people,

property and information; 3) to verify the identity and credentials of applicants; 4) to perform due diligence in ensuring that we appropriately evaluate candidates' background and suitability for employment within the VCCS; and 5) to enable each college and the System Office to make prudent hiring decisions based upon comprehensive job-related information.

1. Coverage. All new employees (full-time and adjunct teaching faculty, administrative/ professional faculty, classified staff, and wage employees), and current employees who are hired into or transfer to classified, administrative/professional and teaching faculty positions at their current or another VCCS college on or after July 1, 2007 are covered by this policy, with the following exceptions:
  - a. Work-study students/student assistants positions are not covered by this policy, unless the student works in a position that is deemed sensitive in accordance with DHRM Policy 2.10 and the Code of Virginia § 2.2-1201.1, has access to sensitive IT systems or data, is subject to other provisions in this Policy, or other similar or related Commonwealth regulations.
  - b. Employees rehired within 18 months of their last assignment are not required to undergo a background check if a check appropriate to the new position had been previously completed.
2. Minimum Reference and Background Check Requirements. The minimum investigation will always include the following:
  - a. Professional reference checks to verify the skills, past performance, and the candidate's potential and suitability for employment.
  - b. A reference from the current (or most recent) supervisor is strongly preferred for applicants with work experience. If this is not feasible, references from two former immediate supervisors should be obtained in addition to checks of other appropriate references.
  - c. Verification of social security number.
  - d. Virginia criminal history and sexual offender registry check.
  - e. Verification of academic credentials and professional licensure, as appropriate for the position.
3. Completion of Reference and Background Checks. Reference and background checks should be completed prior to an offer of employment, however the applicant's first day of work in the position must not be prior to the satisfactory completion of appropriate checks.
  - a. Exceptions to this policy must have the joint approval of the chief human resource officer and appropriate vice president/vice chancellor.

- b. If an exception is made, the offer letter or Faculty Employment Contract will explicitly state that, "This offer is conditional and will become final only upon receipt of satisfactory results from the College's/System Office's verification of credentials and other information required by law, regulation, and VCCS policies, including the completion of a criminal history and other background checks. In the event issues are raised in the investigation report that may impact your appointment, this offer and confirmation will be withdrawn."
4. Additional Background Checks Requirements. Some positions will require additional background investigations based upon the nature or importance of the position to the college and community. Reasons for additional checks include, but are not limited to, positions that handle significant financial transactions, security sensitive positions, executive positions and other positions afforded a degree of special trust and confidence. Such checks may include the following:
- a. Sensitive Positions: In accordance with DHRM policy and Virginia Code, Va. Code § 2.2-1201.1, each agency must designate positions which are directly responsible for the health, safety and welfare of the general populace or protection of critical infrastructures. These positions are required to have a Virginia criminal history and Federal Bureau of Investigation database check conducted through the Department of State Police, and this check must include also including fingerprinting.
  - b. Work and Residence History: Candidates who have resided or worked in a state other than Virginia will undergo a criminal history check on the national level or in the communities where they worked and resided, as appropriate. Such checks should be undertaken in addition to Virginia State Police criminal history checks.
  - c. Motor Vehicle History: Motor vehicle record checks should be conducted for positions that involve the operation of a motor vehicle or heavy equipment, or that require a valid driver's or commercial driver's license. Such operators should have their motor vehicle records checked periodically to ensure that the employee maintains a good driving record.
  - d. Credit Check: Positions requiring a credit check are those that have access to material levels of cash or negotiable securities; have responsibility or authority for the execution, approval or commitment of financial resources or transactions; responsibility for creating, collecting, or accounting for material levels of accounts receivable; have significant inventory control responsibilities, including the receipt and release of inventory;

have access to, or responsibility for the payroll/personnel or purchasing systems, or privileged access to sensitive data or critical data processing systems; have unsupervised access to college, employee, or student property or master key access to facilities or have access to pharmaceuticals or other controlled drugs.

- e. Fingerprint Check: Fingerprint checks are required for all security positions, and information technology positions designated as security sensitive, consistent with the requirements of Code of Virginia § 2.2-1201. Fingerprint checks may also be conducted for other positions designated as “sensitive” by the College/System Office.
  - f. Medical/Physical Evaluation: A pre-employment, post-offer, or return-to-work physical may be required for positions that require a certain degree of physical exertion based upon the essential functions of the position in question, or medical qualification requirements (if applicable). Such requirements exist to ensure applicants can perform the essential functions of the job with or without reasonable accommodation, or that they possess the minimum abilities necessary for safe and efficient performance of the duties that characterize the position.
  - g. Drug and Alcohol Testing: In accordance with the Code of Federal Regulations, all drivers of vehicles requiring a Commercial Driver’s License (CDL) are subject to the pre-employment testing for controlled substances and reasonable suspicion, random, and post-accident, return-to-work testing for the use of controlled substance (drugs) and alcohol.
5. Current Employee Responsibility to Report Convictions. Current employees must report to their immediate supervisor and office of human resources within five days:
- a. Any drug convictions they receive, whether they are felonies or misdemeanors.
  - b. Convictions related to child molestation, indecency with a minor, or other sexual offenses.
  - c. Convictions for alcohol related and serious motor vehicle violations, including but not limited to DWI/DUI, reckless driving, evading arrest, hit-and-run, and similar offenses if their duties involve the operation of college heavy machinery equipment or motor vehicles, life safety, security.
  - d. Any convictions involving financial impropriety or similar matters for employees who work in positions with fiduciary responsibilities.

- e. The System Office and Colleges reserve the right to conduct a criminal background check when circumstances are identified that warrant further investigation for job-related convictions. Results of the background check will normally not affect opportunities for continued employment unless information discovered regarding prior or current convictions leads to a conclusion that the safety of students, clients, and/or co-workers may be compromised. The individual may be reassigned or his/her employment may be terminated.

6. College Responsibilities.

- a. All applicants will be required to complete a Commonwealth of Virginia employment application or submit a résumé as a part of the recruitment process.
- b. Applicants who submit résumés must complete a state employment application prior to the time of interview.
- c. Advertisements will announce and applicants will be advised that satisfactory reference and background checks are a condition of employment.

7. Use of Background Check Information. The discovery of either a job-related conviction or falsified conviction information or other information on the application may result in denial of employment. A previous conviction does not automatically disqualify an applicant from consideration from employment within the VCCS.

- a. Job relatedness: In making the determination of job-relatedness of convictions, consideration will be given to the 1) nature, 2) recency, 3) frequency, 4) severity of the crime(s), and 5) the age of the individual at the time the crimes were committed.
- b. Other factors: that will impact the decision include the nature of the position for which selected; the relationship that a conviction has to the duties and responsibilities of the position; whether the circumstances arose out of an employment situation; whether the conviction related to harm to others, such as murder, rape, assault, domestic violence, etc.; the nature and scope of position's fiduciary responsibilities; the nature and scope of the position's student, public or other interpersonal contact; the nature and scope of the position's autonomy and discretionary authority; the sensitive nature of the data or records maintained or to which the position has access; the potential opportunity presented for the commission of offenses; the extent to which acceptable job performance requires the trust and confidence of the college or public; and other factors as deemed appropriate.

- c. Withholding Conviction Information: If an applicant fails to reveal any previous job-related conviction, he/she will likely be disqualified from employment in that or any other position within the VCCS for falsification of an application
  - d. Final Decision: A decision to not hire, or rescind a previous offer will be made jointly by the chief human resources officer and the appropriate vice president/vice chancellor.
8. Maintaining Information. Any information derived from reference or background checks shall be maintained in the strictest confidence possible. Only essential personnel involved in the hiring process shall be informed, on a need-to-know basis.
- a. The chief human resource officer will administer the gathering of this information, except in the case of Campus Police Officers and security positions, which pursuant to DHRM Policy 2.10 will be conducted by the Campus Police/Public Safety Department.
  - b. Colleges must follow the guidelines of DHRM Policy 2.10 and the requirements of the Fair Credit Reporting Act, where appropriate, for conducting background checks.
  - c. Information retained in personnel files shall be kept to a minimum, briefly identifying the outcome of the results. For individuals rejected, the file documents will indicate that the offer was retracted because of information obtained through a reference or background check. For the person hired, the file documentation would indicate that the appropriate reference and background checks were conducted and revealed no problem areas related to employment.

### 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 faculty employment contract covers a nine- or twelve-month period. The faculty employment contract shall specify the period of service, the rank, and the salary.
  - 1. The normal period of service for nine-month faculty is August 16 - May 15 and July 1 - June 30 for twelve- month faculty.
  - 2. In exceptional cases, nine-month teaching faculty may serve for twelve-months, July 1-June 30. Administrative faculty may serve for nine months; August 16-May 15.

- i. To establish exceptional twelve-month teaching positions and nine-month administrative positions, the college must submit a request to the Chancellor explaining how the exception will better meet the needs of the college.
  - ii. For these twelve-month positions, the work schedule and leave are the same as that for twelve-month administrative and professional faculty members as stated in VCCS Policy 3.9.3.2.
  - iii. The Chancellor may establish additional criteria for requests.
- b. Probationary Appointment – The first year of employment for teaching faculty.
- c. One-year Appointment -- A one-year appointment shall be for one (1) year and may be renewed annually.
- d. 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.
- e. 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.
- f. 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 probationary then two 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.)
- 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 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 Probationary Teaching Appointment

- a. A probationary appointment is normally for the fall and spring semesters of the first academic year of employment. Faculty whose initial appointment occurs at any time other than the fall semester must still serve a two semester (fall/ spring) probationary appointment. Summer may not be used as a probationary period.
- b. Periods of leave, with or without pay of over 14 calendar days will normally disqualify a semester from counting towards the two semester probationary requirement. In such cases, the probationary period may be extended for one semester.
- c. To receive a one-year appointment, first year faculty must complete the probationary appointment with a summary evaluation rating of “meets expectations.”
- d. First-year faculty who receive a “does not meet expectations” rating in either semester will not be reappointed, however they may be allowed to complete their employment contract period. They

may continue to teach or be reassigned at the discretion of the president for the second semester. In accordance with the Nonreappointment Policy they must be notified by March 15th that they will not be reappointed for the following academic year.

#### 3.4.0.5.2 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.

#### 3.4.0.5.3 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.

#### 3.4.0.5.4 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. Teaching Faculty:
  - a. March 15 for teaching faculty in their probationary year of employment, second year of service, and third year of service.
  - b. January 15 for teaching faculty on multi-year appointments and other faculty.
2. Administrative and Professional Faculty:
  - a. January 15 for administrative and professional faculty.

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.

3.4.0.5.5 Reassignment of Administrative and Professional Faculty

The President/Chancellor may reassign administrative and professional faculty members during the contract period. A reassignment is a temporary change in administrative title, responsibilities, or assignment to another position or department. Reassigned faculty members will continue to receive no less than their contract salary until the end of the contract period. The duties of the reassigned position will be reasonably commensurate with the faculty member's education, experience, performance and needs of the college. Any reassignment made under this provision will be for a period of less than one contract year. Permanent actions must meet the provisions of policy 3.4.0.5.4, Non-reappointment/Change of Conditions, where appropriate.

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 March 15 for faculty with three years of service or less and by January 15 for faculty with more than three years of service in order to be in compliance with the Nonreappointment Policy and Section 3.4.0.5.4 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 contract 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 Associate Instructor: VCCS 34A-3

- a. Use: The Faculty Employment Contract is the VCCS employment contract for Associate Instructor. It is to be used for the positions of Associate Instructor I and II.
- b. Time Frames: Faculty Employment Contracts shall be dated August 16 through May 15 for Associate Instructors. Contracts may not span fiscal years.
- 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.

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 Probationary Appointment
- \_\_\_\_\_ One Year Appointment
- \_\_\_\_\_ of 3 Three Year Appointment
- \_\_\_\_\_ of 5 Five Year Appointment
- \_\_\_\_\_ Tenured

(COMMUNITY COLLEGE /SYSTEM OFFICE LETTERHEAD)  
 ASSOCIATE INSTRUCTOR CONTRACT  
 (Date)

\_\_\_\_\_  
 (Name of Associate Instructor)

This contract, which is delivered on \_\_\_\_\_ (date), between \_\_\_\_\_ Community College (hereinafter "College") and the above-named individual (hereinafter "you") becomes effective as of the date signed by the parties below and ends on \_\_\_\_\_ (date). This is a non-renewable contract. It appoints you as an Associate Instructor I/Associate Instructor II (circle appropriate one), a restricted full-time position, which is a "teaching and research staff" classification in accordance with § 2.2-2905(8) of the Code of Virginia. You will be paid an annual salary of \$\_\_\_\_\_ for a 40-hour work week and are eligible for full benefits to teach 33 to 39 credit hours or 39 to 49 contact hours over the academic year. The actual courses, meeting dates, times and locations will be provided to you under separate correspondence and are subject to change based upon the needs of the college.

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 and its resolutions for those appointments made in accordance with its stated requirements and with applicable state and federal law. If 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; and, you will be evaluated in accordance with Adjunct Professor standards. The general conditions of employment set forth in the VCCS Policy Manual, System Office/ \_\_\_\_\_ Community College policies apply to this appointment; however, you will not be covered by the Original and Continuing Appointment Policy (Section 3.4.0), nor the Faculty Sanctions (Non-Reappointment Policy) of the VCCS Policy Manual. Also, you will only be able to pursue any grievances to Level Three of the grievance procedures. Further, additional conditions concerning this agreement, if any, are stated below.

This Agreement is non-renewable and you should have no expectation of receiving another contract when it expires. It is also subject to the continued appropriation of sufficient funds and the Governor's on-going authority in such matters. With this understanding, 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.

\_\_\_\_\_  
 Associate Instructor's Signature

\_\_\_\_\_  
 Date

Special conditions or assignments:

### 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, distance learning, 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 on- and off- campus, day, evening, distance learning, 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 Faculty Development, Evaluation and Recognition Policy (SB)

- 3.6.0.1 Purpose – To create an environment for teaching faculty that promotes high performance and continuous improvement resulting in world class faculty and increased student success.
- 3.6.0.2 Application – This section of the policy applies to all regular full-time teaching faculty.
- 3.6.0.3 Overview – The VCCS teaching faculty development and evaluation process provides a mechanism for appraising teaching faculty performance with the expressed aim of working on continuous faculty improvement and professional development. A faculty development and evaluation plan that is meaningful for both faculty members and their supervisors requires strong agreement on the domains of faculty performance to be evaluated, the component areas to be included in the assessment, and the specific elements within these areas to include in the plan. Four domains of faculty performance are included in the VCCS Teaching Faculty Development and Evaluation process: (a) teaching, (b) scholarly and creative engagement, (c) institutional responsibility, and (d) service. Based on the results of the appraisal of faculty performance, individualized personal and professional development plans will be developed through a collaborative effort between each faculty member and his/her supervisor.
- 3.6.0.4 Performance and Professional Development. Faculty will develop performance and development goals.
- a. Performance Evaluation
    - i. Performance evaluation plans will include standards and expectations in each of four performance domains: teaching, scholarly and creative engagement, institutional responsibility, and service.
    - ii. The performance domains will be weighted according to each college's evaluation plan, however the minimum weighting will be 50% for teaching, and 10% each for scholarly and creative engagement, institutional responsibility, and service.

1. The weighting of evaluation domains outlines the focus of effort and the articulation of standards and expectations for performance and does not denote the quantification of time for the purpose of establishing a rating.
2. Teaching: Creating a learning environment that facilitates students' acquisition of knowledge and skills in a subject (i.e. instructional design, instructional delivery, instructional effectiveness, and instructional expertise).
3. Service: For the service domain, service is the quality participation and commitment to students, college and/or community organizations. Participation in these activities is not done for extra compensation, but is an expectation of one's activities as a professional educator. Service activities are divided into three categories: college representation, college citizenship, and community citizenship. Activities in this domain are differentiated as follows:
  - College Representation – Service activities that involve a direct connection between the faculty member who engages in the specific activity, and his/her position at the college.
  - College Citizenship - Service activities that are in support of college or VCCS initiatives in which the participant is not in a leadership role for the activity.
  - Community Citizenship - Service activities that are indirect in which the employee is acting as a community resident who also happens to be a college employee.
4. Scholarly and Creative Engagement: Activities specifically associated with the faculty member's formally recognized area of expertise.
5. Institutional Responsibility: Performing assigned or presumed duties according to one's role at the college. These activities support and advance both the mission of the VCCS and the college to enhance the effective functioning of the college – including the business processes (i.e. advising students, adherence to college and VCCS policy, collegiality, administrative duties, departmental supervision or assigned college community leadership duties, additional duties as assigned). If an activity does not otherwise fit into Teaching, Scholarly and Creative Engagement, or Service, and the activity is job related, then it should be counted in the Institutional Responsibility domain.

6. The minimum teaching weighting for first-year faculty will be 70%, and 60% for second-year faculty.

iii. Evaluation data will come from student, supervisor, and self-evaluation sources. Peer evaluation data is strongly encouraged.

iv. Evaluation content will include the four performance domains, progress on the annual performance and development objectives from previous years, elements in the faculty member's job description, and other factors as appropriate (e.g. release time work, temporary duties, additional administrative or professional duties, etc.).

b. Development The intent of the Annual Performance and Development Objectives is to provide a quality enhancement initiative for each faculty member.

i. All faculty members are required to establish annual goals in consultation with their respective dean/supervisor. These objectives will be related to one or more of the four performance domains.

ii. Each faculty member and supervisor will have an annual discussion on the progress and completion of agreed upon performance and professional development objectives.

iii. Progress on objectives will be used in evaluations at the time of contract renewal.

3.6.0.5 Reward and Recognition Rewards and recognition are based on educational excellence in the four performance domain areas: teaching, service, institutional responsibility, and scholarly and creative engagement. It is expected that approximately 10 – 25% of teaching faculty would receive a monetary award each year as a part of the Reward and Recognition component of the Faculty Development and Evaluation System, assuming availability of resources. Recognition activities would be in addition to rewards and are expected to be given in greater number than rewards.

a. Definitions:

i. Recognition is defined as non-monetary or de minimis awards such as certificates, gift certificate to the college bookstore, or preferred parking spaces for a semester, etc.

ii. Rewards are defined as significant annual monetary awards—bonus, percentage pay increase, or professional development stipend—that are available on a competitive basis to a limited percentage of faculty each year.

- b. Eligibility Requirements.
  - i. First year faculty are ineligible for reward but are eligible for recognition.
  - ii. Multi-year faculty who receive a 'does not meet expectations' rating will be ineligible for reward and recognition that year.
  - iii. Reward and recognition will require additional justification through a clear narrative that contains evidence, a portfolio, or a body of work.
- c. Nominations for Recognition may come from the faculty member or their dean/supervisor or any other stakeholder. Nominations for Reward will come from a faculty member, dean/supervisor, or other employees of the college or VCCS. Reward and Recognition award recipients will be recommended by a committee comprised of a majority of full-time teaching faculty.

#### 3.6.0.6 College Plan

- a. Preparation of Plan -- Each college shall prepare a Development and Evaluation plan. The plan will include the following components:
  - i. The four domains for faculty performance expectations (Teaching, Scholarly & Creative Engagement, Institutional Responsibility, and Service);
  - ii. Development of annual performance and professional development objectives;
  - iii. Weighting of the domains for faculty performance expectations;
  - iv. Data source contributors to evaluation;
  - v. Representative examples of the component areas to be included in the assessment of each performance domain;
  - vi. Faculty member supervisor conference;
  - vii. Provisions for a reward and recognition component;
  - viii. Time frames, summary ratings, eligibility requirements that comply with the provisions of this policy;
  - ix. Inclusion of provisions to provide for the collaborative development of goals, the assessment of evaluation and development goals and the provision of a written summary of the evaluation.

- b. Approval of Plan -- All full-time faculty will have the opportunity to be involved in the development of the plan. The plan shall be approved by a majority of faculty who participate in the vote, either in person or by absentee ballot and by the college president, then certified by the Chancellor. If the majority of teaching faculty vote to adopt a development and evaluation plan and the president does not approve the policy within two years, the plan would be reviewed by the Chancellor. Initial and subsequent evaluation and development plans must be submitted to the Chancellor for certification prior to their implementation. During periods when colleges do not have a plan certified by the Chancellor, the college shall use the VCCS' model evaluation plan.
- c. Publication of Plan -- The college evaluation plan shall be widely disseminated including placement in the college's Faculty Handbook.

3.6.0.7 Summary Ratings -- Performance evaluations shall include a summary rating of 'meets expectations' or 'does not meet expectations.'

- a. Faculty must meet expectations in all four performance domains to receive a 'meets expectations' rating;
- b. The default rating is 'does not meet expectations.' The faculty member will present information and evidence to justify a 'meets expectations rating.' If the rating is appealed, the burden of proof shifts to the Dean or Supervisor to prove why a 'does not meet expectations rating' was given;
- c. Faculty who do not 'meet expectations' will be ineligible for promotion, or reward and recognition, and ineligible for multi-year contracts, subject to the review of the Ad Hoc Appointment Advisory Committee.

3.6.0.8 Timetable

- a. The evaluation process will operate on an annual, calendar year cycle
- b. Decisions regarding continued appointments will be made by March 15<sup>th</sup> for faculty members who are on probationary-year, second-year, and third-year contracts, and January 15<sup>th</sup> for faculty members on multi-year contracts and other faculty. To meet the provisions of this policy, all first, second, and third-year faculty must receive their pay on a 24-pay disbursement cycle.

c. Frequency of Evaluations

- i. First-year faculty will be evaluated during each of the first two semesters of employment (exclusive of summer term).
- ii. Second and third-year faculty members (and any other faculty members operating under a one-year appointment) will be evaluated once per year, near the end of the calendar year.
- iii. Faculty working under a multi-year appointment will only participate in the full evaluation process in the final year of their multi-year appointment. During the intervening years of a multi-year appointment, faculty members will develop annual personal and professional development plans in collaboration with their supervisors. The results of the annual personal and professional development plan and all performance over the multi-year appointment will be considered in the multi-year renewal evaluation.

d. Continuation Decisions

- i. First-year faculty who receive a 'does not meet expectations' rating in either semester will not be continued, however they may be allowed to complete their employment contract period. They may continue to teach or be reassigned at the discretion of the president for the spring semester but must be notified by March 15<sup>th</sup> that they would not be reappointed for the following academic year.
- ii. Second and third-year faculty who receive a 'does not meet expectations' rating will not be continued.
- iii. Multi-year faculty who receive a 'does not meet expectations' rating will have their evaluation documents further reviewed by the Ad Hoc Appointment Advisory Committee, consistent with policy 3.4.0.4. The President will consider the input of the supervisor, the input of the supervising Vice President, and the recommendation of the Ad Hoc Appointment Advisory Committee when determining whether or not to grant a multi-year appointment.

3.6.0.9 Access to Records -- Faculty members shall have the right to review all materials utilized in the development of the evaluation. All supplemental information shall become part of the record.

3.6.0.10 Appeal – Teaching faculty may appeal their evaluation through the Faculty Grievance Procedure, however appeals reaching Level III of the Faculty Grievance Procedure must be heard by peers through an Ad Hoc Hearing Committee.

3.6.0.11 Review Process – The college development and evaluation plan shall be reviewed periodically. The review process shall provide the opportunity for involvement of all faculty. Recommendations for change shall be approved by a majority of the faculty who participate in the vote, either in person or by absentee ballot and submitted to the president for approval. 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.

3.6.0.12 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.

### 3.6.1 Administrative and Professional Faculty

Application: This section of the Policy applies to administrative and professional faculty. Colleges will continue to use their current administrative and professional evaluation plans until a new system-wide plan is developed.

## 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
  - 1. Each college shall have a written procedure for considering faculty personnel for promotion in rank.

2. Each college has flexibility in determining the dollar amount for promotion in rank; however, the established amount may not be less than \$500.
3. The following general provisions will apply:
  - A. Instructional Faculty. The promotion increase will be the base promotional increase established by the college or the amount required to bring the faculty member to the minimum of the new rank range, whichever is greater. For example, if the college base promotional increase is \$1,000 and the amount required to bring the faculty member to the new rank minimum is \$1,500, the instructional faculty member will receive \$1,500 for the promotion.
  - B. Administrative/Professional Faculty. The promotion increase will be the base promotional increase established by the college. Academic rank ranges do not apply to administrative faculty positions.
4. Colleges may establish different base promotional increases for administrative and instructional faculty and also different increases for the academic ranks.

### 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.

### 3.8.11 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 or interacting with a committee of the State Board and/or the Advisory Council of Presidents (ACOP) on a regular basis on issues of system-wide priority and 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.

Provost/Dean of the College---chief administrative and academic officer of a college or a campus in a multi-campus college with reporting responsibilities directly to the president or an executive vice president.

Vice President---chief administrative officer for a defined, functional area such as technology, instruction, administrative services, student services, institutional advancement, workforce development, or a combination of these functions with reporting responsibilities directly to the president or Executive Vice President.

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.

Executive Director – an administrative officer with varied, complex leadership and management responsibilities involved in the oversight of a college foundation. This position would generally report directly to a vice president or a president.

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>
7/1/12	\$163,863	\$244,116
7/1/13	\$163,863	\$244,116

B. Vice Chancellor Salary Range

	<u>Min</u>	<u>Max</u>
7/1/12	\$136,553	\$203,431
7/1/13	\$136,553	\$203,431

C. Associate Vice Chancellor Range

	<u>Min</u>	<u>Max</u>
7/1/12	\$113,731	\$169,527
7/1/13	\$113,731	\$169,527

D. Assistant Vice Chancellor/Special Assistant to the Chancellor

	<u>Min</u>	<u>Max</u>
7/1/12	\$94,828	\$141,272
7/1/13	\$94,828	\$141,272

E. Director of Internal Audit Salary Range

	<u>Min</u>	<u>Max</u>
7/1/12	\$113,794	\$169,527
7/1/13	\$113,794	\$169,527

F. Executive Vice President

<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>	<u>Index</u>
IV			
5000-9000			
7/1/12	\$122,938	\$170,857	2.35-2.85
7/1/13	\$122,938	\$170,857	
V			
10,000-17,499			
7/1/12	\$128,169	\$176,852	2.45-2.95
7/1/13	\$128,169	\$176,852	
VI			
17,500-29,999			
7/1/12	\$133,401	\$182,847	2.55-3.05
7/1/13	\$133,401	\$182,847	
VII			
30,000 and above			
7/1/12	\$138,737	\$188,881	
7/1/13	\$138,737	\$188,881	

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			
7/1/12	\$91,550	\$135,487	1.75-2.26
7/1/13	\$91,550	\$135,487	
II			
1500-2499			
7/1/12	\$96,781	\$141,482	1.85-2.36
7/1/13	\$96,781	\$141,482	
III			
2500-4999			
7/1/12	\$102,012	\$148,076	1.95-2.47
7/1/13	\$102,012	\$148,076	

IV			
5000-9999			
7/1/12	\$107,244	\$154,071	2.05-2.57
7/1/13	\$107,244	\$154,071	

V			
10,000-17,499			
7/1/12	\$112,475	\$160,666	2.15-2.68
7/1/13	\$112,475	\$160,666	

VI			
17,500-29,999			
7/1/12	\$117,707	\$166,661	2.25-2.78
7/1/13	\$117,707	\$166,661	

VII			
30,000 and above			
7/1/12	\$123,121	\$172,827	
7/1/13	\$123,121	\$172,827	

- 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			
7/1/12	\$88,934	\$132,489	1.70-2.21
7/1/13	\$88,934	\$132,489	
II			
1500-2499			
7/1/12	\$94,165	\$138,484	1.70-2.31
7/1/13	\$94,165	\$138,484	
III			
2500-4999			
7/1/12	\$99,397	\$145,079	1.70-2.42
7/1/13	\$99,397	\$145,079	
IV			
5000-9999			
7/1/12	\$104,628	\$151,074	1.70-2.52
7/1/13	\$104,628	\$151,074	
V			
10,000-17,499			
7/1/12	\$109,859	\$157,668	1.70-2.63
7/1/13	\$109,859	\$157,668	
VI			
17,500 and above			
7/1/12	\$115,091	\$163,663	1.70-2.73
7/1/13	\$115,091	\$163,663	

VII			
30,000 and above			
7/1/12	\$120,500	\$169,997	
7/1/13	\$120,500	\$169,997	

I. Associate (or Assistant) Vice President/  
Dean/Campus Dean/Director

7/1/12	\$62,777	\$125,895	1.20-2.10
7/1/13	\$62,777	\$125,895	

J. Coordinator/Associate (or Assistant) Director

7/1/12	\$57,545	\$113,305	1.10-1.89
7/1/13	\$57,545	\$113,305	

K. Assistant Coordinator/Administrative Officer  
Counselor/Librarian

7/1/12	\$52,314	\$100,716	1.00-1.68
7/1/13	\$52,314	\$100,716	

L. Limitation by President's Salary---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			
7/1/12	\$58,088	\$96,408	1.45-2.10
7/1/13	\$58,088	\$96,408	
Associate Professor			
7/1/12	\$52,079	\$86,767	1.30-1.89
7/1/13	\$52,079	\$86,767	
Assistant Professor			
7/1/12	\$46,070	\$77,126	1.15-1.68
7/1/13	\$46,070	\$77,126	
Instructor			
7/1/12	\$40,061	\$67,485	1.00-1.47
7/1/13	\$40,061	\$67,485	

Assistant Instructor			
7/1/12	\$30,046	\$48,204	0.75-1.05
7/1/13	\$30,046	\$48,204	
Associate Instructor 1			
7/1/12	\$32,049	\$53,153	
7/1/13	\$32,049	\$53,153	
Associate Instructor 2			
7/1/12	\$41,663	69,099	
7/1/13	\$41,663	69,099	

Item IV.

Northern Virginia Salary Ranges:

A. Executive Vice President

<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>
7/1/12	\$153,411	\$220,788
7/1/13	\$153,411	\$220,788

B. Provost

<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>
<b>I</b>		
Less than 1500		
7/1/12	\$105,282	\$155,810
7/1/13	\$105,282	\$155,810
<b>II</b>		
1500-2499		
7/1/12	\$111,298	\$162,704
7/1/13	\$111,298	\$162,704
<b>III</b>		
2500-4999		
7/1/12	\$117,314	\$170,288
7/1/13	\$117,314	\$170,288
<b>IV</b>		
5000-9999		
7/1/12	\$123,330	\$177,182
7/1/13	\$123,330	\$177,182
<b>V</b>		
10,000-17,999		
7/1/12	\$129,346	\$184,766
7/1/13	\$129,346	\$184,766

VI		
17,500-29,000		
7/1/12	\$135,362	\$191,660
7/1/13	\$135,362	\$191,660

VII		
30,000 and above		
7/1/12	\$141,589	\$198,751
7/1/13	\$141,589	\$198,751

C. Vice President

<u>Category/FTES</u>	<u>Min</u>	<u>Max</u>
I		
Less than 1500		
7/1/12	\$102,274	\$152,363
7/1/13	\$102,274	\$152,363

II		
1500-2499		
7/1/12	\$108,290	\$159,257
7/1/13	\$108,290	\$159,257

III		
2500-4999		
7/1/12	\$114,306	\$166,841
7/1/13	\$114,306	\$166,841

IV		
5000-9999		
7/1/12	\$120,322	\$173,735
7/1/13	\$120,322	\$173,735

V		
10,000-19,999		
7/1/12	\$126,338	\$181,319
7/1/13	\$126,338	\$181,319

VI		
17,500 – 29,999		
7/1/12	\$132,354	\$188,213
7/1/13	\$132,354	\$188,213

VII		
30,000 and above		
7/1/12	\$138,575	195,365
7/1/13	\$138,575	195,365

D. <u>Associate (or Assistant) Vice President/ Dean/Campus Dean/Director/Executive Director</u>		
7/1/12	\$72,193	\$144,779
7/1/13	\$72,193	\$144,779
E. <u>Coordinator Associate (or Assistant)/Director</u>		
7/1/12	\$66,177	\$130,301
7/1/13	\$66,177	\$130,301
F. <u>Assistant Coordinator/Administrative Officer Counselor/Librarian</u>		
7/1/12	\$60,161	\$115,823
7/1/13	\$60,161	\$115,823

Item V.

Northern Virginia Salary Schedule for Teaching Faculty

<u>Faculty Rank</u>	<u>Min</u>	<u>Max</u>
Professor		
7/1/12	\$66,820	\$110,901
7/1/13	\$66,820	\$110,901
Associate Professor		
7/1/12	\$59,908	\$99,811
7/1/13	\$59,908	\$99,811
Assistant Professor		
7/1/12	\$52,995	\$88,721
7/1/13	\$52,995	\$88,721
Instructor		
7/1/12	\$46,083	\$77,631
7/1/13	\$46,083	\$77,631
Assistant Instructor		
7/1/12	\$34,562	\$55,451
7/1/13	\$34,562	\$55,451
Associate Instructor 1		
07/01/12	\$36,866	\$61,143
07/01/13	\$36,866	\$61,143
Associate Instructor 2		
7/1/12	\$47,926	\$79,486
7/1/13	\$47,926	\$79,486

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.
- 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.

### 3.8.12 Administrative/Professional and Instructional Faculty Compensation Actions

3.8.12.0 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.

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

3.8.12.2 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%.

3.8.13 Voluntary Early Retirement Incentive Program

3.8.13.0 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.

3.8.13.1 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.

3.8.13.2 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 or the cost of a Medicare supplement for a minimum of two years and no more than five years and/or the College will offer cash compensation of up to 150 percent of a faculty member's salary.
2. The total of cash payments including 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 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 two 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. The College President will also determine whether insurance costs and/or cash compensation will 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 progress, 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 reserves 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)

3.9.3.1 Twelve-month faculty who are employed in the VCCS prior to January 1, 2007.

a. Twelve-month faculty who are employed in the VCCS prior to January 1, 2007 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. Presidents, Executive Vice Presidents, Vice Presidents, Provosts, and faculty- rank members of the Chancellor’s Cabinet shall be given 160 hours (20 days) of 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 on a per pay-period basis. 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. shall apply.

c. 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 July 9th of the same calendar year. The remaining excess hours will be converted to sick leave on an hour-for-hour basis as of July 10, 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.

3.9.3.2

Presidents, administrative/professional faculty, and twelve-month teaching faculty hired after January 1, 2007 will receive leave in accordance with the following chart:

	<b>Up Front, Upon Hire</b>	<b>Accrual Per Pay Period Worked</b>	<b>Maximum Accrual Per Year</b>	<b>Maximum Carry Forward Limit</b>	<b>Maximum Payment Limit</b>
<b>Presidents</b>	120 Hours (15 days)	10 hours	240 hours (30 days)	240 hours (30 days)	240 hours (30 days)
<b>Executives, Senior Administrators</b>	96 hours (12 days)	8 hours	192 hours (24 days)	192 hours (24 days)	192 hours (24 days)
<b>Administrators, 12-month teaching faculty</b>	84 hours (10.5 days)	7 hours	168 hours (21 days)	168 hours (21 days)	168 hours (21 days)

- a. For this policy, Administrative/professional faculty positions are categorized as follows:
  - i. Executives: Executive Vice President, Vice President, Provost, Executive Vice Chancellor, Vice Chancellor, faculty rank members of the Chancellor’s Cabinet, and Associate Vice Chancellors with State Board Responsibility.
  - ii. Senior Administrators: Assistant Vice President, Associate Vice President, Assistant Vice Chancellor, Dean, Campus Dean, Director.
  - iii. Administrators: Assistant Director, Associate Director, Coordinator, Assistant Coordinator, Administrative Officer, Counselor, Librarian, twelve-month teaching faculty.
- b. “Up-front” leave will be granted on the effective date of employment.
- c. Leave accruals continue to increase per pay period, however, the total accrual is reduced to the maximum annual accrual each January 10<sup>th</sup>.
- d. Upon termination, the compensation of unused annual leave shall be the current annual leave balance which may not exceed the person’s maximum payment limit. The payment rate will be calculated by converting the annual salary to an hourly rate. Grant funded positions will be compensated for unused annual leave only if grant funds are available for this purpose.

- e. Administrative/professional faculty hired before January 1, 2007 will have a one time option of electing to participate in the plan. The decision to enter the plan is final and may not be reversed. An administrative/professional faculty member hired before January 1, 2007 who accepts a higher level position in the System may retain the accrual and payout limits in 3.9.3.1.a. above or opt into the new system in 3.9.3.2 at the time of the promotion.

#### 3.9.3.3

- a. Annual leave shall not be provided to nine-month faculty.
- b. 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.
- c. Unless otherwise stated above, the accrual, use and transfer of annual leave credits shall be in accordance with policies and procedures of the Department of Human Resource Management.

#### 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 Civil and Work-Related Leave (SB)

Civil and Work-Related Leave is provided with or without pay to employees who are performing certain civic duties, participating in the formal resolution of workplace conflicts and certain other work-related activities. Examples of civic related reasons include a summons to jury duty, subpoenas or summons requiring a court appearance, for an employee to accompany his/her minor child when the child is legally required to appear in court or for an employee who is a victim of a crime to be present at all criminal proceedings relating to a crime against that employee. Examples of work-related activities include interviewing for another state position, participating in the resolution of work related conflicts and to attend one session with the Employee Assistance Program per qualifying event. This policy may not be used for employees who have been placed on suspension pending the outcome of an investigation. Requests and approvals will be made in accordance with Department of Human Resource Management Policy 4.05.

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 be provided paid leave for the period that is medically necessary for the donation of bone marrow or organ and recuperation for up to 30 days in any calendar year.

- 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. Full time restricted employees are covered only to the extent that the funding source for their position has agreed in writing to assume all financial responsibility for this benefit.
- b. Administration: This policy shall be administered in accordance with the Department of Human Resource Management Policy 4.37.

3.9.13 Public Health Emergency Leave (SB)

The purpose of this policy is to protect the health of state employees and the public and to provide continuity of services to the citizens of the Commonwealth during times of pandemic illness. When a Communicable Disease Public Health condition has been declared by the State Health Commissioner and the Governor, full-time teaching and administrative faculty may be eligible for up to 80 hours of paid leave per year to attend to their medical needs or those of their immediate family members. Nine-month instructional faculty are eligible for this leave only during the August 16<sup>th</sup>-May 15<sup>th</sup> contract period. This policy will be administered in accordance with Department of Human Resource Management Policy 4.52.

3.9.14 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.

3.9.15 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 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 Educational Assistance and Continuous Learning Program Guidelines

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

3.10.0.1 Definitions: 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.

Continuous Learning Courses are for credit courses offered at the community college to employees at no cost. The courses may be job related or non job related.

### 3.10.1 Educational Assistance Programs

#### 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.
3. This is an employment benefit and therefore it is intended to exclude students from eligibility. Persons whose primary status with the College is as a student, or who serve in positions designated as student positions, are not eligible for reduced tuition under this policy.

#### 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.

3.10.1.1 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.

3.10.1.2 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.

### 3.10.1.3 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.

#### 3.10.1.4 Continuous Learning Program

##### A. Eligibility Requirements

Program Criteria: Courses included in this program must be offered by the community college and may be part of degree program or for professional development.

##### B. Employee Eligibility for Continuous Learning Assistance

Full-time instructional faculty, administrative/professional faculty, full-time classified employees, wage employees, and adjunct faculty may take continuous learning courses. Wage employees must be employed during the term for which they are requesting a course. Wage employees whose primary status is as a student are not eligible for this program. This is an employment benefit and therefore it is intended to exclude students from eligibility.

##### C. Program Requirements

Employees may take continuous learning courses only at the community college where they are employed. No more than 6 (six) credit hours may be taken in a semester.

#### 3.10.1.5 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 and continuous learning policy. The policy shall be in writing and posted on the college website.
- C. Colleges and the System Office will maintain documentation of employees receiving educational assistance and continuous learning assistance as required by state and federal regulations.

D. College and the System Office are given flexibility to establish an educational assistance and continuous learning policy that meets the college's needs. These may include:

- partial payments of tuition and fees
- 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
- limiting the financial support for the first two years of a degree program to the cost of the course at a community college
- application procedures and deadlines

### 3.10.2 Chancellor's Faculty Fellowship (SB)

#### Purpose

The purpose of the Chancellor's Faculty 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. This can be accomplished by earning two types of degrees: community college leadership/higher education degrees or discipline-based degrees. To support this goal, the Chancellor's Faculty Fellowship provides 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 Faculty Fellowship to attend universities/colleges that do not provide shared financial support.

#### 3.10.2.0 The Award

The Chancellor's Faculty 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) to cover the cost of attendance, plus three-quarters 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 Faculty Fellows shall engage in full-time graduate study during the period of their award. Full-time graduate study includes the time the candidate is taking course work and/or working on the dissertation.

#### 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 Faculty Fellowship. Candidates must meet the specific requirements for admission to the doctoral programs of their institution. Individuals selected as Chancellor's Faculty Fellows shall be required to resume their employment with the VCCS for a period of at least twice the length of their fellowship (up to two years) 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 Faculty Fellow is made by a committee comprised of one college president, one vice-president or provost, chair of the Chancellor's Faculty Advisory Council, three members of the VCCS Professional Development Committee, and the Director of Professional Development. Interviews of applicants may be required.

#### 3.10.2.3 Funding

Financial support for each Chancellor's Faculty 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; and
- c. Sponsoring college's provision of one-half salary for the period of study. VCCS System Office provision of one-quarter salary for the proposed period of study. This amounts to a total benefit of three-quarters salary to the recipient.

#### 3.10.2.4 Application Process

Application for the Chancellor's Faculty Fellowship, including letters of endorsement and other supporting materials, must be submitted 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 Professional Development. Application forms for the institutions of higher education must be obtained from the universities themselves.

### 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, three-quarter 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
  - 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
  - $\frac{3}{4}$  salary and benefit stipend continuation.

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.

#### 3.11.1 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 funds<sup>1</sup>, 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.
  - (1) Ties in seniority shall be resolved by lot with the affected parties present.

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<sup>1</sup>For 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.

- (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 emergency<sup>2</sup> 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.
- 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.

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<sup>2</sup>For 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.

- 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, unlawful discrimination, harassment and any act that materially affects or interferes with the performance of one's 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 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 provided a written copy of the reasons for the recommendation. The faculty member shall have up to five (5) business days to discuss and/or respond to the recommendation in writing. If the supervisor recommends nonreappointment after consideration of any response from the faculty member, a copy of the recommendation, response and any other pertinent materials shall be forwarded to the vice president/executive vice president/provost. In circumstances involving a direct report of a vice president/executive vice president/provost, the vice president/executive vice president/provost's recommendation or decision is binding. In cases involving a vice president, executive vice president, provost, or direct report to the president, the president's decision is binding. The faculty member shall be notified in writing of the final decision regarding nonreappointment.

Nothing in the procedure described herein shall prevent the president or the president's designee from taking appropriate action to not reappoint a faculty member.

- d. Time Frames -- The notification of nonreappointment shall be sent to the faculty member not later than the following dates:
  - (1) March 15 during the probationary, second year of employment, and third year of employment as teaching faculty in the VCCS.
  - (2) January 15 for teaching faculty in the last year of a multi-year appointment; and other teaching faculty who are on one year appointments, but who are not in their probationary, second, or third year of employment.
  - (3) January 15 for administrative and professional faculty.

### 3.12.2 Dismissal

- a. Coverage -- All full-time faculty and regular part-time nine-month teaching 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 or workplace 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 supervisor 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 faculty member may have up to five (5) business days to submit a written response and/or additional information to the immediate supervisor for consideration. If the supervisor recommends dismissal after consideration of any response from the faculty member, a copy of the recommendation, response and any other pertinent materials shall be forwarded to the vice president/executive vice president/provost. In circumstances involving a direct report of a vice president/executive vice president/provost, the vice president/executive vice president/provost's recommendation or decision is binding. In cases involving a vice president, executive vice president, provost, or direct report to the president, the president's decision is binding. The vice president/executive vice president/provost or president shall notify the faculty member in writing of the decision. If the decision is to dismiss, the letter will include the effective date.

Nothing in the procedure described herein shall prevent the president or the president's designee from taking appropriate action to dismiss a faculty member.

- d. Exceptional Cases -- The initial recommendation of dismissal may be issued from the vice president/executive 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 or materially affects or interferes with the performance of one's responsibilities, or the operations of the institution. The president shall determine whether suspensions are with or without pay, within legal guidelines.
- c. Procedure -- Nothing in the procedure described herein shall prevent the president or the president's designee from suspending a faculty member. Prior to taking such action, vice president/executive vice president/provost 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 -- The vice president/executive vice president /provost shall ensure that an investigation be conducted and completed within thirty (30) calendar days of the date of the start of the suspension. Upon conclusion of the investigation, court action, or official investigation, the faculty member may be disciplined, dismissed, suspended, or reinstated from suspension as the vice president/executive vice president/provost determines to be appropriate under the circumstances.
- e. Though suspensions are generally with pay, 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.
  - 1. Appeals of nonreappointments, dismissals, and suspensions must be filed within twenty (20) work days after receipt of notification of nonreappointment, dismissal or suspension.
  - 2. Adjunct Faculty may appeal suspension and dismissal issues to the end of Level Two of the Faculty Grievance Procedure.
  - 3. Associate Instructors may appeal dismissals and suspension issues to the end of Level Three of the Faculty Grievance Procedure
- 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 or other delivery forms that provide a receipt should be used for the delivery of notices and requests when appropriate.

### 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 college or the Virginia Community College System as they adversely affect the grievant's work activity or terms of employment. Only the application or interpretation is grievable and not the rule, policy, procedure, or regulation itself.

A complaint or dispute may include but is not limited to (i) disciplinary action; (ii) dismissal; (iii) demotion; (iv) suspension; (v) non-reappointment; (vi) reduction in force; (vii) promotion; (viii) multi-year appointment; (ix) acts of reprisal as the result of utilization of the grievance procedure or of participation in the grievance of another employee of the VCCS; (x) acts of reprisal as the result of faculty members exercising their constitutional rights or academic freedom as set forth in the Statement of Academic Freedom and Responsibility adopted by the State Board; and (xi) discrimination on the basis of race, color, creed, political affiliation, age, handicap, national origin or sex.

- b. Management Responsibilities - The State Board reserves the exclusive right to manage the affairs and operations of the VCCS. Except in the case of misapplication or misinterpretation of policy, the following complaints are nongrievable: (i) establishment and revision of wages or salaries, faculty rank classifications or general benefits; (ii) work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the job content; (iii) the contents of ordinances, statutes or established personnel policies, procedures, rules and regulations; (iv) a personnel action within policy and

the authority of the person implementing policy, such as: nonreappointment, dismissal, suspension, reduction in force, multi-year appointment, promotion, and demotion; (v) the hiring, promotion, transfer, assignment and retention of employees within the agency; and (vi) the relief of employees from duties of the agency in emergencies.

- c. Faculty Member - Faculty members are those employees who hold faculty rank and occupy a permanent full-time or part-time teaching, counselor or librarian position. Restricted faculty members are employees who hold faculty rank and occupy a full-time position which is funded in whole or in part by non-state revenues or has been accepted under special conditions or which is identifiable as non-continuing in nature.
- d. Administrators and Professionals - Administrators and professionals shall be defined as those employees who hold faculty rank and occupy a permanent full-time or part-time administrative and professional position as defined in the Governor's Consolidated Salary Authorization for Institutions of Higher Education, except counselors or librarians. Restricted administrators and professionals are employees who occupy a position funded in whole or in part by non-state revenues or has been accepted under special conditions or which is identifiable as non-continuing in nature.
- e. 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.
- f. Law - The term law used herein includes all Federal and State court decisions, all Federal and State statutes, and all lawful regulations and policies emanating therefrom. The Attorney General's Office may provide advice and guidance with respect to questions of law. Upon request, interpretations of policy, rules and procedures shall be provided by the Chancellor.

### 3.13.1 Procedure

- a. Informal Resolution Prior to Filing the Grievance
  - Informal Meeting - When a complaint or dispute arises, the first step must be an informal meeting between the complainant and the immediate supervisor. This meeting shall take place within twenty (20) workdays of the occurrence which gave rise to the complaint or dispute or when the complainant should have reasonably known of its occurrence.
  - Arbitration - After the informal meeting, the parties to the complaint or dispute may agree in writing to submit the problem to arbitration by some person on whose appointment they both agree. If the decision of the arbitrator is agreeable to both parties, they should sign a written statement of the dispute's resolution, a copy of which

will be given to each party. The decision may be implemented provided it is within the authority of the parties involved and is within policy. The parties have ten (10) workdays from the date of the informal meeting to try to reach agreement by arbitration. If agreement is not reached within that time, the complainant has ten (10) workdays in which to file the grievance.

b. Grievance Level One - Immediate Supervisor

If the complaint or dispute cannot be resolved informally, the grievant may file a formal written grievance with the immediate supervisor<sup>1</sup> within ten (10) workdays following the informal meeting with the immediate supervisor or the conclusion of the arbitration process. A copy of the written grievance must also be forwarded by the grievant to the college human resources officer. The written grievance shall meet the requirements of 3.13.3.a. Within ten (10) workdays of receipt of the written grievance, the immediate supervisor shall render a written decision on the grievance and provide a copy to the grievant and to the college human resources officer who will maintain a separate grievance file.

c. Grievance Level Two – Vice President or Equivalent Position

The grievant may file a written appeal of the Level One decision with the grievant's vice president (or equivalent position, i.e., the person reporting directly to the president and having overall responsibility for the area in which the grievant works) within ten (10) workdays of receipt of the written decision rendered by the immediate supervisor. The appeal shall include the written grievance described above in Level One, the supervisor's written decision, and a concise explanation of the basis of the appeal.

The vice president or equivalent position shall set a date for a meeting and notify the grievant and the immediate supervisor. The meeting shall take place within ten (10) workdays after receipt of the written appeal by the vice president or equivalent position, unless the time is extended by the vice president or equivalent position for good cause. The grievant and the supervisor may call persons to offer information pertinent to the grievance. Each side of the grievance shall have the right to question all witnesses and to examine all documents and tangible evidence presented. Witnesses shall be excused upon completion of their statement. The party desiring such persons to be present at the meeting has the responsibility to make all necessary arrangements therefor. Electronic recorders may be used. The use of a stenographic reporter is prohibited, except by mutual consent.

The vice president or equivalent position shall communicate the decision in writing within ten (10) workdays from completion of the meeting to the grievant and to the immediate supervisor.

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<sup>1</sup>If the president is the immediate supervisor or at any point that the president occupies the next administrative level or has rendered a previous decision relative to the grievance, the process moves to Level Four.

d. Grievance Level Three - Ad Hoc Hearing Committee or President

The grievant may file a written appeal of the Level Two decision with the president within ten (10) workdays of receipt of the written decision. The grievant shall request either that the appeal be heard by the president or that an ad hoc hearing committee be appointed according to the procedures established herein.

- Ad Hoc Hearing Committee

If the grievant requests that an ad hoc hearing committee be appointed, the president shall, within ten (10) workdays after receipt of the written appeal, implement the procedures outlined below. For good cause, the time for selection of the committee may be extended by the president to the earliest available date.

e. Procedure for the Appointment of the Ad Hoc Hearing Committee

- Purpose: to provide for a uniform and fair selection of prospective committee members and the appointment of ad hoc hearing committees from college personnel holding faculty rank.

- General Provisions:

Each college shall identify a list of prospective committee members for service on an ad hoc hearing committee for the purpose of conducting the Faculty Grievance Procedure.

The prospective committee members shall be elected from the various segments of the college faculty: teaching faculty, counselors, librarians, and administrators.

- Election of Prospective Committee Members:

Each segment of the faculty, as defined by the college, shall elect prospective committee members by the beginning of each academic year. Whenever practical, the prospective committee members shall be in general proportion to the number of faculty members in each segment. In no case shall there be less than one (1) representative member from any faculty segment.

- Appointment of Ad Hoc Hearing Committee: When it becomes necessary to appoint an ad hoc hearing committee, three (3) faculty members and two (2) administrators shall be chosen by lot in the presence of both parties. Whenever an administrator is the grievant, the membership of the committee shall consist of two (2) faculty members and three (3) administrators chosen by lot in the presence of both parties.

- Eligibility for Committee Membership and Challenges to Committee Members: All prospective committee members shall be eligible to serve on an ad hoc hearing committee except any supervisor or administrator who has rendered a decision on the issue. No person who serves at one step of the grievance procedure shall be eligible to serve at any other step. At the time of the appointment, each party to the dispute is permitted two challenges of members of the ad hoc hearing committee. It is not necessary to submit proof of bias. When any member of the committee is challenged, that person is replaced by lot. The selection of the committee members and the challenge process shall take place in a meeting with both parties to the dispute present. The committee shall then proceed under the normal time frame requirements established for the particular procedure. The committee shall select its chairman.
- Role and Function of Ad Hoc Hearing Committee: The role and function of the committee is to determine whether the challenged action is within policy and the authority of the person taking the action, and provide a written report of findings of fact and the decision. Committees may not exceed the scope of the purpose for which the committee was established (see definition of grievance above, Paragraph II.A.).

Within ten (10) workdays after the ad hoc hearing committee has been appointed, the chairman, in consultation with the ad hoc hearing committee, shall set a time and place for a hearing and notify the grievant, the grievant's immediate supervisor, and the vice president or equivalent position. The hearing shall begin within twenty (20) workdays after the ad hoc hearing committee has been appointed. The chairman, in consultation with the committee, may continue the hearing, for good cause, to the earliest practical date. The committee's report, which will include findings of fact and its decision, shall be based on the information presented at the hearing and shall be consistent with the rules, policies, procedures, and regulations of the college and the VCCS. The ad hoc hearing committee shall arrive at its report by simple majority vote and shall communicate its findings of fact and decision in writing, within ten (10) workdays after the hearing is completed, to the grievant, the grievant's immediate supervisor, the vice president or equivalent position, and the president. If there is a dissenting member, a minority opinion including the rationale for dissent, shall be included in the report. The report of the ad hoc hearing committee shall be reviewed and signed by each member of the committee. Nothing herein should be construed as delegating to the committee any power of management, nor authority to award any compensatory relief.

The president may, within ten (10) workdays of the receipt of the report, submit a written petition to the committee for clarification or to reconsider its report should the president find errors or inconsistency of fact and conclusion. The written petition should specify the perceived errors or inconsistencies of fact. The committee shall respond within ten (10) workdays. For good cause,

the president may extend the ten (10) workdays to the earliest practical date. The petition and the committee's response shall become part of the record.

The decision of the ad hoc hearing committee shall be binding upon the parties unless the provisions of Level Four apply or the president determines that the decision violates the law, or the rules, policies, procedures or regulations of the college or the VCCS. In this case, the president must state in writing the exact law, or the rules, policies, procedures or regulations of the college or the VCCS which have been violated. The president must communicate in writing the findings to each party involved in the grievance. If the finding is against the grievant, the grievant may proceed at once to Level Four.

- f. President's Hearing - If the grievant requests that the president hear the appeal in person, the president shall, within ten (10) workdays after receipt of the appeal, set a date for a hearing and notify the grievant, the grievant's immediate supervisor, and the vice president or equivalent position.

The hearing shall begin within twenty (20) workdays after receipt of the appeal by the president. The president may continue the hearing, for good cause, to the earliest practical date.

The president shall render a decision in writing within ten (10) workdays of the completion of the hearing with copies to the grievant, the grievant's immediate supervisor, and the vice president or equivalent position. The decision of the president shall be final under the provisions of this grievance procedure, except where the provisions of Level Four apply.

- g. Essential Elements of the Ad Hoc or President's Hearing:

- Each side of the grievance shall have the right (1) to present relevant information or witnesses; (2) to question all witnesses; (3) to examine all documents and tangible evidence presented; (4) to receive at no cost a copy of the evidence, the documents and a transcript of the proceedings. A verbatim transcript shall be provided in audio form and in written form if requested by either party.
- The chairman/president shall be the presiding officer and rule on objections and govern the proceedings. The chairman/president may require each side to make brief opening and/or closing statements, with the grievant making the second presentation. The chairman/president will designate the time allowed for this purpose and allow neither party to exceed the allotted time, except upon petition. If the petition is granted, both parties involved will be given equal additional time. The chairman/president shall begin and end the hearing, as appropriate, and may grant a recess or continuance as required.

- Governing rules of procedure should be established in writing by the committee/ president, and made known to all parties involved at least seven (7) days prior to the commencement of the hearing. The hearing is not intended to be conducted as court proceedings, and the technical court rules of evidence are inapplicable. The committee/president should consider all reliable and relevant information presented. Hearsay evidence may be admissible if the committee determines that such evidence is reliable and relevant to the issue under consideration.

h. Grievance Level Four - State Appeals Panel

There are four conditions under which the grievant may appeal to a State Appeals Panel of the VCCS (provided that the grievance process has been fully exhausted at the college).

- Condition one: When the college ad hoc hearing committee/president rules against the grievant.
- Condition two: When the president rejects the findings of the ad hoc hearing committee.
- Condition three: When the grievance is directly against the president.
- Condition four: When the grievance procedures have not been followed to the prejudice of the grievant.

The State Board Appeals Officer<sup>2</sup> as the executive secretary of the State Appeals Panel is responsible for orienting the panel to its role and responsibility, providing for staff support, and distributing written grievance documents for the panel's review prior to its initial meeting. All appeals to the State Appeals Panel are to be directed to the State Board Appeals Officer. The grievant must file the appeal within twenty (20) workdays of the receipt of the decision from Level Three. Within ten (10) workdays of the receipt of the appeal the State Board Appeals Officer shall select by lot the State Appeals Panel which is to examine the grievance. The selection of the panel will follow the procedure outlined below. The panel shall elect its own Chairman. No one who has served on the Level Three ad hoc hearing committee may serve on the State Appeals Panel for the same grievance.

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<sup>2</sup>The State Board for Community Colleges appoints the State Board Appeals Officer. In the event that the State Board Appeals Officer is unable to participate as executive secretary of the State Appeals Panel or there is a conflict, including a conflict of interest, the Chairman of the State Board Personnel Committee will appoint an alternate executive secretary to the State Appeals Panel within ten (10) work days of the receipt of the appeal by the State Board Appeals Officer.

i. Procedure for the appointment of the State Appeals Panel.

- Purpose: To provide a uniform and fair selection of prospective panel members and the appointment of the State Appeals Panel from college personnel holding faculty rank.

- General Provisions:

Each college shall identify a list of prospective panel members for service on the State Appeals Panel for the purpose of conducting the Faculty Grievance Procedure.

The list of prospective panel members should be identified by July 1 of each year. Representation from each college shall consist of two persons: one administrator and one teaching faculty member, counselor or librarian. They shall be elected by those respective groups at each college.

- Selection of State Appeals Panel: The panel will consist of three (3) faculty members and two (2) administrators when the grievant is a faculty member. Whenever an administrator is the grievant, the membership of the committee shall consist of two (2) faculty members and three (3) administrators. The membership of the State Appeals Panel will be chosen by lot, from the list provided. The State Board Appeals Officer will conduct the selection and each party to the grievance may be present. No member of the panel shall be from the college where the parties of the grievance were employed at the time of the grievance or at the time of the hearing.

j. Role and Function of the State Appeals Panel:

- The role and function of the panel is to determine whether the challenged action is within policy and the authority of the person taking the action. The panel may not exceed the scope of the purpose for which it was established. Specifically, the panel is established to serve in an appellate role. It is not intended to be a panel of first review except in those cases where the grievance is against the president, or the grievance has been moved to Level Four because the president occupies the grievant's next administrative level, or the president has previously rendered a decision relevant to the grievant.
- Within ten (10) workdays after the panel has been established, the State Appeals Panel shall meet to elect a chair and shall set a time and place to examine the appeal and all relevant material. The State Appeals Panel shall review the written decision of the president or ad hoc hearing committee and all written or taped records regarding the grievance. The State Appeals Panel is empowered to hold a formal hearing if it determines (1) there is a need for more information, (2) clarification of the record is necessary, (3) or new evidence is presented which would substantially alter the decision under review. The same essential elements of hearing as stated in paragraph III.D.3 shall be followed.

If the panel decides to hold a hearing, within ten (10) workdays the State Appeals Panel must notify each party to the grievance by certified mail. The hearing shall begin within twenty (20) workdays from the receipt of notification. The panel shall arrive at its final decision within ten (10) workdays after the hearing is completed.

The decision of the State Appeals Panel will be forwarded, in writing, to the person submitting the appeal and the president of the appellant's college within ten (10) workdays after the decision is made. The Panel may extend the ten (10) workday period, for good cause, to the earliest practical date. The decision of the State Appeals Panel shall be final under the provisions of this grievance procedure unless the State Board on its own initiative should decide to reverse or modify the Panel's decision as contrary to law or policy. Except in the case of a job termination, there is no right to appeal to the State Board. In the case of a job termination, including a reduction in force meeting the terms of this policy, either party may appeal the Panel's decision to the State Board.

- In the case of job termination, within ten (10) workdays following the decision rendered by the State Appeals Panel, the grievant may submit a written appeal to the State Board through the Secretary of the State Board. The case shall be considered on the record of the prior proceedings and upon the basis of any written materials provided by the college and the grievant. The decision of the State Board shall be final.

### 3.13.2 Time Limitations

- a. Extension of Time: It is important to good relationships that grievances be initiated and processed as expeditiously as possible. The time limitations specified for either party may be extended by mutual written agreement.
- b. Effect of Failure to Initiate a Complaint or Dispute Within Time Limit: A failure to raise the complaint or dispute within the time limits of paragraph III.A.1. and 2. shall result in the loss of the right of the grievant to further appeal.
- c. Effect of Failure of Grievant to Appeal Within Time Limit: If there is no mutual written agreement to extend the time limits set herein, and if a decision at one level is not appealed by the grievant to the next level of the procedure within the time limit specified, the right of the grievant to further appeal is terminated.
- 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 Policy (SB)

- A. Policy:  
It is the policy of the Virginia Community College System to provide equal employment and educational opportunities for all persons without regard to race, color, religion, national origin, political affiliation, veteran status, gender, age, or sexual orientation and for all otherwise qualified persons with disabilities. This policy permits appropriate employment preference for veterans.
- B. Applicable Federal and State Statutes:  
The Virginia Community College System is subject to Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistant Act of 1974, the Federal Executive Order 11246, Governor's Executive Order, and all other rules and regulations that are applicable.

- C. Implementation:  
It is the responsibility of each community college and the System Office to designate an equal opportunity officer and post the individual's name and phone number on the college website, in appropriate publications and at locations throughout the college.
- D. Complaint Procedures:  
Complaints of prohibited discrimination and requests for additional information should be addressed to the college Equal Opportunity Officer.

### 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 Workplace Violence Prevention and Threat Assessment Policy Guidelines

Purpose: The purpose of this policy is to establish guidelines for the development of a College/System Office policy for the prevention of workplace and general campus violence. It includes the formation of campus Threat Assessment Teams and the promotion and maintenance of a productive environment for learning and working that is free from threats, intimidation, and violence.

3.14.6.0 Coverage: These policy guidelines will apply to all faculty, staff, students, visitors, contractors, and other third parties. Students may be covered under additional provisions of their respective college's Student Handbook.

3.14.6.1 Policy Components:

A. Definitions:

Workplace: Any location, either permanent or temporary, where an employee performs any work-related duty. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, alternate work locations (other than an individual's home when telecommuting), and travel to and from work assignments.

Workplace Violence: Any physical assault or threatening behavior occurring in the workplace by employees, students, or third parties. It includes, but is not limited to, beating, stabbing, suicide, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, intentionally damaging property, an intimidating presence which makes a reasonable person apprehensive of imminent harm, and harassment of any nature such as stalking, shouting so as to cause a disruption, swearing or committing injurious acts motivated by, or related to, domestic violence or sexual harassment.

Third Parties: Individuals who are not state employees, such as relatives, acquaintances, strangers, contractors, or visitors.

- B. The colleges/system office prohibits threats and acts of violence on college property, within college/system office facilities, at any college/system office-sponsored event; while engaged in college/system office business, educational, or athletic activities; and while traveling in state vehicles. Prohibited conduct includes but is not limited to:
- injuring another person physically;
  - engaging in behavior that creates a reasonable fear of injury to self or another person;
  - engaging in behavior that would subject a reasonable person to, and does subject another individual to, extreme emotional distress;
  - possessing, brandishing, or using a weapon while on state premises by students, except where possession is a result of participation in an organized and scheduled instructional exercise for a course, or where the student is a law enforcement professional, or when the weapon is secured in the student's vehicle;
  - possessing, brandishing, or using a firearm, weapon, or other device by faculty or staff that is not required by the individual's position while on college/system office property or engaged in college/system office business; or in violation of law or other college/system office policy, except where the employee is a law enforcement professional, and except when the weapon is secured in the employee's vehicle.;
  - Brandishing, using, or possessing a weapon by third parties-while on campus in academic or administrative buildings, or while attending a sporting, entertainment or educational event. This provision does not apply to law enforcement personnel.

- intentionally damaging property;
- threatening to injure an individual (including oneself) or to damage property;
- committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
- retaliating against any employee or student who, in good faith, reports a violation of this policy.

C. Consequences of Policy Violations:

1. Employees violating this policy will be subject to disciplinary action up to and including termination and criminal prosecution using existing policies and procedures including Section 3 of the VCCS Policy Manual or DHRM Policy 1.60, Standards of Conduct. Additionally, employees who are identified as engaging in the use of threatening language or behavior may be required, as a condition of continued employment, to participate in a mental health evaluation as part of a threat assessment process, and receive approval from the mental health evaluator that they are not a risk to themselves or others.
2. Students violating this policy will be subject to disciplinary action as outlined in their respective college's Student Handbook, and other college policies as appropriate. Additionally, students who are identified as engaging in the use of threatening language or behavior may be required, as a condition of continued enrollment, to participate in a mental health evaluation as part of a threat assessment process, and receive approval from the mental health evaluator that they are not a risk to themselves or others.
3. Visitors and third parties violating this policy will be subject to applicable local, state, federal laws, and associated regulations, and may be barred from the college/System Office at the college's/System Office's discretion for violating this policy.

D. Violence Prevention Committees and Threat Assessment Teams

1. Each college shall establish a committee with responsibility for education and violence prevention on campus. The membership of this body shall include representatives from the following areas: student affairs, human resources, law enforcement, a mental health professional or counseling services representative, and others who have knowledge,

professional expertise, or responsibilities that could assist the committee with completing its work. However, in all cases the membership of the committee must comply with the requirements of Virginia Code § 23-9.2:10. The committee should consult VCCS legal counsel when necessary, through established protocols.

2. Each violence prevention committee shall publish for its college community, a clear statement of its mission and membership, as well as the committee's leadership role in the area of violence prevention.
3. Each violence prevention committee shall publish periodic guidance to faculty, staff and students regarding the following:
  - a. how to recognize and report aberrant or potentially harmful behavior that may represent a threat to the community;
  - b. policies and procedures for the assessment of individuals whose behavior may present a threat;
  - c. appropriate means of intervention with such individuals;
  - d. college/system action to resolve potential threats; and
  - e. to whom on the college's threat assessment team, or through what method, potentially threatening behavior should be reported.
4. Each college shall also organize a threat assessment team to be established by the State Board for Community Colleges. Membership of this body shall include representatives from the following areas: student affairs, human resources, law enforcement, and a mental health representative. The violence prevention committee may also be designated the campus threat assessment team if the counseling services representative is also a mental health professional. The threat assessment team may supplement its membership with others as necessary to assist it with fulfilling its purpose. However, in all cases the membership of the team must comply with the requirements of Virginia Code § 23-9.2:10. The threat assessment team shall implement the assessment, intervention, and action policies of the violence prevention committee. The committee should consult VCCS legal counsel when necessary, through established protocols.

E. Procedures for reporting or responding to threats or incidents of workplace violence:

1. Employee and student responsibilities should include:

- Reporting incidents or threats of violence to their immediate supervisor, Human Resource Office, campus police/security, Threat Assessment Team members, or other designated individuals or offices by stated college policy.
- Providing Human Resources and the immediate supervisor, or a college's counseling services office where a student or employee, with a copy of any Protective Orders from a court which lists the College/System Office as protected areas so that appropriate enforcement activities occur.
- No person who, in good faith, reports threatening or otherwise troubling behavior in accordance with this policy will be subject to retaliation.

2. Management Responsibilities include:

- Designate a Workforce Violence Prevention Coordinator.
- Colleges must obtain the name(s) of an emergency clinician at each Community Services Board (CSB) in the college's service region to serve as a contact person. Each President must designate a college staff member with responsibility for communication with the CSB contact person(s) to prepare for and respond to potential emergency situations, to include requesting an assessment to determine whether a student, faculty or staff member poses a threat of violence to self or others.
- Establish a college violence prevention committee and organize a threat assessment team for the State Board's establishment to comply with § 23-9.2:10 of the Code of Virginia. Each college's administration should ensure that its threat assessment team remains able to quickly receive information about, assess, and respond to potential threats that are reported in accordance with its policies, and to determine corrective actions and prepare necessary reports on given situations. In addition, each college's administration should ensure that its violence prevention committee remains able to publish education and prevention information and recommend ways to, (1) to respond to incidents, (2) investigate all reported incidents of workplace violence, and (3) determine the appropriate response and the actions necessary to address a particular situation.

3. Threat Assessment Team Responsibilities include:

- Establishing or utilizing existing relationships with local and state law-enforcement agencies as well as mental health agencies to ensure compliance with § 23-9.2:10 of the Code of Virginia, and expedite assessment and intervention with individuals whose behavior may present a threat to campus safety.
- Upon a preliminary determination that an individual poses a threat of violence to self or others, or exhibits significantly disruptive behavior or need for assistance, a threat assessment team may obtain criminal history record information, as provided in Virginia Code §§ [19.2-389](#) and [19.2-389.1](#), and health records, as provided in § [32.1-127.1:03](#).
- No member of a threat assessment team shall redisclose any criminal history record information or health information obtained pursuant to this section or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team. Va. Code § 23-9.2:10(E).

3.14.6.2 Communication and Training

- A. The Workplace Violence Prevention Policy will be posted on the College/System Office website.
- B. Information on the Workforce Violence Prevention Policy, will be included as part of the employee orientation.
- C. Training on recognizing and responding to potentially violent or violent situations in the workplace will be provided to employees periodically by the violence prevention committee.
- D. Information regarding this policy will be included as part of student orientation.

### 3.14.7 Reporting Sexual Child Abuse or Neglect

Purpose: The purpose of this policy is to recognize the responsibility of the Virginia Community College System to provide a safe environment for children and to comply with relevant state laws related to the mandatory reporting of suspected child abuse or neglect.

#### 3.14.7.1 Definition from Code of Virginia §63.2-100

Abused or Neglected Child: Any child under 18 years of age whose parent or any person responsible for his or her care:

- Causes or threatens to cause a non-accidental physical or mental injury, or allows such an injury;
- Allows a child to be present during the manufacture of a controlled substance or during the unlawful sale of such substance where such activity would constitute a felony violation;
- Neglects or refuses to provide adequate food, clothing, shelter, emotional nurturing or health care;
- Abandons the child;
- Neglects or refuses to provide adequate supervision in relation to a child's age and level of development;
- Knowingly leaves a child alone in the same dwelling with a person, not related by blood or marriage, who has been convicted of an offense against a minor for which registration is required as a violent sexual offender; or
- Commits or allows to be committed any illegal sexual act upon a child, including incest, rape, indecent exposure, prostitution or allows a child to be used in any sexually explicit visual material.

#### 3.14.7.2 Coverage of Personnel

All employees of the VCCS are covered by this policy.

#### 3.14.7.3 Policy Requirement:

All employees, who in their official or professional capacity, have reason to suspect that a child is an abused or neglected child, are required to report the matter as soon as possible, but not longer than 24 hours after having reason to suspect a reportable offense of child abuse or neglect.

#### 3.14.7.4 Procedures

1. Each college will designate an office to be responsible for Child Abuse and Neglect Reporting.

2. The designated office will develop a communication plan which includes an initial communication of the policy to employees and the inclusion of the policy in the new employee orientation programs for all employees. Policy details should also be placed on the college website.

3. Communications must include the following information:

A. Definitions of Child Abuse and Neglect

B. Where to Report Suspected Abuse Including Specific Phone Numbers

Information will include the Local Department of Social Services, Department of Social Services (DSS) toll-free child abuse and neglect hotline (1-800-552-7096), State Child Abuse HotLine, and the number of the college office of responsibility. Reporting information should also note the employee's supervisor as a reporting source.

C. Explanation of Employee Responsibility

All employees are responsible for reporting suspected child abuse. If a report is made to the designated college office, that office will forward the report to the Department of Social Services. Employees shall make available any information, records, or reports that document the basis for a report of child abuse or neglect.

D. Explanation of the Penalties for Failing to Make a Required Report.

1. Any person who fails to file a report as soon as possible, but not longer than 24 hours after having reason to suspect a reportable offense of child abuse or neglect, may be fined not more than \$500 for the first failure and, not less than \$1,000 for any subsequent failures. In cases involving certain crimes of sexual assault, a person who knowingly and intentionally fails to file a report may be guilty of a Class 1 misdemeanor.
2. Employees who make or cause to be made a report of child abuse or neglect that they know to be false may be guilty of a Class 1 misdemeanor.

3. The Faculty Sanctions Policy and the Standards of Conduct Policy can be used with disciplinary actions commensurate with the severity and/or frequency of the offense and may include termination of employment.

### 3.14.8 Lactation

Purpose: The purpose of this policy is to support employees who wish to continue breastfeeding when they return to work.

#### 3.14.8.1 Definitions

Lactation Activities: Breastfeeding and expression of milk by mothers for their children.

Lactation Area: Facility for expressing breast milk and breast feeding.

Expression of milk: The initiation of lactation, by manual or mechanical means, for the designated employees' child.

#### 3.14.8.2 Coverage of Personnel

All employees of the VCCS are covered by this policy for one year after the birth of their child. While students are not covered by this policy, they may use lactation facilities but must provide their own means of expressed milk storage.

#### 3.14.8.3 Policy Requirements

Colleges will establish reasonable rest periods, a location for employees to express breast milk for their nursing child or breastfeed a child, and an opportunity and location in which to store expressed milk.

#### 3.14.8.4 Procedures for determining a reasonable rest period, establishing an appropriate location for a lactation area, and storage of expressed milk

##### A. Reasonable Rest Period to Express Milk or to Breastfeed a Child

1. A reasonable rest period, unless otherwise agreed upon by the supervisor and employee, is no less than thirty (30) minutes during each four (4) hour work period, or major part of a four (4) hour work period.

2. Rest periods cannot be accumulated or banked by an employee for use at another time.
3. Paid Rest Period An employee shall, if feasible, take the rest period to express milk at the same time as the rest periods or meal periods that are otherwise provided.
4. Unpaid Rest Period
  - a. Employees may take an unpaid rest period of up to thirty (30) additional minutes during each four (4) hour period to express milk.
  - b. Employees may request an adjustment to their work schedule to fulfill their normal work hours to make up the amount of time used during the unpaid rest period.
  - c. If an employee does not work to make up the amount of time used during the unpaid rest period, the College is not required to compensate the employee for that time. Employees are not required to use paid leave time to cover unpaid meal and rest periods used for expressing milk.
  - d. A health insurance eligible employee will have any unpaid rest periods that are taken to express milk counted toward the number of hours required in the month to meet benefits eligibility requirements.
  - e. If a lactation area, as identified below, is not within close proximity to the employee's work area, the time taken to travel to and from the location may not be included as part of the break period. Close proximity is defined as within walking distance of the employee's work area so as not to appreciably shorten the employee's rest or meal period.

B. Lactation area

1. College locations selected as lactation areas must meet the following criteria:

- a. A separate room or other location shall be provided to ensure privacy while expressing breast milk. A private location is a place with an electrical outlet and seating, other than a public restroom or toilet stall, concealed from view and without intrusion by other employees or the public.
- b. The room or location should contain, at a minimum, a chair, a small table, desk, counter, or other flat surface, and an electrical outlet. Acceptable lactation areas include the following if the employee can express milk without intrusion by other employees or the public:
  - The employee's work area,
  - A room connected to a public restroom, such as a lounge,
  - A child care facility where the employee can express milk concealed from view and without intrusion by other employees or the public; or
  - An empty or unused office or conference room.

2. Lactation Room Signage Signage must designate that a location is a lactation area. The signage must also be able to indicate that a room is/or is not in use. At a minimum, the signage may be placed on the door handle.

### C. Storage of Expressed Milk

1. An employee may bring a cooler or other container to work to store expressed milk. The supervisor is responsible for ensuring there is adequate space in the employee's general work area to accommodate the cooler or container.
2. If the College allows employees access to refrigeration for personal use, an employee may use the available refrigeration for storage of expressed milk.
3. The College is not responsible for insuring the safekeeping of expressed milk stored on college property nor is it liable for the loss or damage of the employee's personal equipment and/or supplies.

### 3.14.8.5 Responsibilities

#### A. College Responsibilities

1. Colleges will establish lactation areas that meet the criteria set forth in this policy.
2. The availability of lactation areas will be made known through appropriate publications and on the college website.
3. The Human Resource Office and managers may inform employees of the availability of lactation areas before they take leave associated with the birth of a child.
4. Managers should meet with employees prior to or after returning from leave associated with the birth of a child to discuss lactation location(s), milk storage area(s), and time needed to express milk or breastfeed a child. Schedule adjustments must be documented.
5. The College will assess the work environment to ensure there are no risks to the employee or to children if the employee is having a child brought to the worksite for breastfeeding.

#### B. Employee Responsibilities

1. Employees will notify the supervisor and the Human Resource Office no later than seven (days) prior to the need to use the lactation facilities. This timeframe will allow the supervisor/manager to assess the work environment. While all requests will be honored, without the seven days advance notice access may be delayed.
2. Employees are required to store all expressed milk in closed, clearly labeled containers, regardless of the method or location of storage. They are responsible for providing the bottles, sterilizing equipment and breast pumps.

3.14.8.6 Guidance, Consultation and Complaints. The Human Resource Office will provide policy and procedural information, address concerns, provide consultation services for managers, and respond to formal employee complaints.

### 3.14.9

#### 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.
- e. Political Activities and Public Office for Presidents: It is imperative that college presidents maintain a non-partisan posture due to the nature of the duties of their position. Therefore, as a condition of employment as a president within the VCCS, presidents must refrain from seeking any public office, or serving in any elected public office during the term of their presidential appointment. A president must resign, or their position will be terminated, if he or she takes an overt, public action in an effort to formally announce his or her candidacy, seek the nomination of any political party, or seek to have his or her name placed on the ballot for a primary or general election.

#### 3.14.9.1 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 seven 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                  10,000-17,499 FTES
  - f. Category VI                 17,500-29,999 FTES
  - g. Category VII                30,000 and above FTES
2. Each category will have a minimum and maximum salary.
3. Salary structure adjustments shall be made based on market salary analysis 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 be based on performance, goal achievement, market conditions, internal and external equity and other related factors as determined by the Chancellor and the State Board.

##### 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 up to 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 up to a 9% increase at the discretion of the Chancellor. 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 June 30 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. Supplemental total compensation utilizing the provisions of the VCCS approved Executive Compensation Plan will be considered on an as needed basis.
2. The VCCS has an approved Executive Compensation Plan that includes a limited number of options designed to recruit and retain the best executive talent. This plan is reviewed and updated periodically to reflect market conditions. The plan elements are used on an as needed basis. Some elements are funded from state resources and others from private gifts, endowment funds, or income from endowments and gifts. Generally, the elements will require the recommendation of the Local College Board, approval of the Chancellor, and all are subject to the review of the Personnel Committee of the State Board for Community Colleges annually. The plan elements are detailed in a separate Executive Compensation Plan maintained by the VCCS Human Resource Services Department.

3. 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 or otherwise documented for the record.

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. Your annual salary rate shall be \$\_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_ payable semi-monthly and subject to lawful deductions. You shall also receive all of the usual retirement, life insurance, health insurance, and other benefits normally provided to presidents in accordance with the VCCS Policy Manual and state regulations.

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

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Glenn DuBois, Chancellor

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

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DATE

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PRESIDENTIAL APPOINTEE

### 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.

#### 3.15.6 Political Activities and Public Office for Presidents: It is imperative that college presidents maintain a non-partisan posture due to the nature of the duties of their position. Therefore, as a condition of employment as a president within the VCCS, presidents must refrain from seeking any public office, or serving in

any elected public office during the term of their presidential appointment. A president must resign, or their position will be terminated, if he or she takes an overt, public action in an effort to formally announce his or her candidacy, seek the nomination of any political party, or seek to have his or her name placed on the ballot for a primary or general election.

### 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.

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\*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.