NEW RIVER COMMUNITY & TECHNICAL COLLEGE

WVCCTCE/BOARD OF GOVERNORS

POLICY NO. 19

TITLE: ACADEMIC FREEDOM, PROFESSIONAL RESPONSIBILITY, PROMOTION, AND TENURE

SECTION 1. GENERAL

1.1 Scope - This policy relates to academic freedom and responsibility, appointment, promotion, tenure, non-reappointment or dismissal of faculty, and grievance procedures for matters pertaining to faculty. The policy sets forth the major elements which need to be incorporated by New River Community & Technical College’s Board of Governors as they formulate institutional policy relating to faculty issues. The Board of Governors shall develop a policy on faculty matters for NRCTC as set forth in this West Virginia Council for Community & Technical College Education statement and shall file it’s policy with the Chancellor.

1.2 Authority - West Virginia Code §18-B-1-6, 18B-1B-4, and 18B-7-4

1.3 Filing Date – December 10, 2003

1.4 Effective Date – January 10, 2004

1.5 Approved by BSC BOG: December 16, 2004

1.6 Accepted by NRCTC BOG: March 1, 2005

SECTION 2. ACADEMIC FREEDOM

2.1 Academic freedom at New River Community & Technical College under the jurisdiction of the West Virginia Council for Community & Technical College Education is necessary to enable the institution to perform the societal obligations as established by the Legislature. The New River Community and Technical College Board of Governors recognize that the vigilant protection of constitutional freedoms is nowhere more vital than in the colleges under its
jurisdiction. Faculty members and students must always remain free to inquire, study, and evaluate.

2.2 Through the exercise of academic freedom, members of the academic community freely study, discuss, investigate, teach, conduct research, and publish, depending upon their particular role at the institution. To all of those members of the academic community who enjoy academic freedom, there are, commensurate with such freedom, certain responsibilities. All faculty members shall be entitled to full freedom in research and in the publication of the results of such research, subject to the adequate performance of their other academic duties, which may include designated instruction, research, extension service, and other professional duties. Activity for pecuniary return that interferes with one’s obligations to the institution should be based upon an understanding, reached before the work is performed, with the authorities of NRCTC. Further, each faculty member is entitled to freedom in the classroom in discussing the subject taught. In addition, when faculty members speak or write as citizens outside the institution, they shall be free from institutional censorship or discipline.

2.3 The concept of academic freedom is accompanied by an equally important concept of academic responsibility. The faculty member at NRCTC is a citizen, a member of a learned profession, and a representative of the institution. As such, a faculty member, together with all other members of the academic community, has the responsibility for protecting, defending, and promoting individual academic freedom for all members of the community. The faculty member has the responsibility of contributing to institutional and departmental missions in teaching, research, and service as defined by the institution. The faculty member is responsible also as a teacher for striving to speak with accuracy and with respect for the similar rights and responsibilities of others. In speaking only as an individual or for a limited group, the faculty member should not imply or claim to be a spokesperson for NRCTC.

2.4 In addition to meeting the primary responsibilities of addressing institutional missions in teaching, research, and service as defined by the institution, all faculty have an obligation to foster the quality, viability, and necessity of their programs. The financial stability of a program and recruitment of an adequate number of students depend in part on the faculty. The common goal of quality must be nurtured and responsibility for it shared by all. Integrity, objectivity, and service to the purposes and missions of the NRCTC are expected.

2.5 Faculty interests and skills change, disciplines evolve, and new professions or fields of study emerge. All faculty members are responsible for remaining current in their disciplines. All are encouraged to explore opportunities for further developing a versatile range of knowledge and skills that are important to the institution. Through individual initiative and faculty development programs, faculty members are encouraged to grow in competency in their own disciplines and strengthen their interests in related fields.
2.6 As members of an academic community, faculty members also are expected to participate in decisions concerning programs and in program-review processes.

SECTION 3. FACULTY: RANKS AND DEFINITIONS

3.1 The faculty at NRCTC shall be those appointees of the president or designee as reported to the Council. The faculty are those so designated by the president and may include, but are not limited to, such professional personnel as librarians, faculty equivalents, academic professionals and those involved in off-campus academic activities.

3.2 Faculty fall into one of the three following classifications:

3.2.1 Tenured: Those faculty members who have attained tenure status as determined by the institution. Normally, tenured appointments are full-time (1.00 FTE or the equivalent, as determined by the institution) for the academic year.

3.2.1.1 Under special circumstances, if requested by the faculty member and approved by the president, a full-time tenured appointment may be converted to a part-time tenured appointment for a specified time period, normally not to exceed one calendar year. At the conclusion of the approved time period or extension thereof, the faculty member will return to a full-time tenured appointment or, if the faculty member chooses not to return to a full-time tenured appointment, the faculty member’s employment will cease. This section does not apply to actions associated with phased retirement programs.

3.2.2 Tenure-track: Those faculty members who have been appointed by the president on a full-time (1.00 FTE or the equivalent, as determined by the institution) basis and have been designated as being in a tenure-track position.

3.2.2.1 Under special circumstances, if requested by the faculty member and approved by the president, a full-time tenure-track appointment may be converted to a part-time tenure-track appointment for a specified time period, normally not to exceed one calendar year. At the conclusion of the approved time period or extension thereof, the faculty member will return to a full-time tenure-track appointment, or if the faculty member chooses not to return to a full-time tenure-track appointment, the faculty member’s employment will cease. Time spent in a part-time tenure-track appointment will not apply to the calculation of the
years of service for the purposes of tenure nor will it result in any
de facto award of tenure.

3.2.3 Clinical-Track: Those faculty members who have been appointed and
have been designated as being in a clinical-track position. Their
appointment may be full-time (1.00 FTE or the equivalent, as determined
by the institution) or part-time.

3.2.4 Librarian-Track: Those faculty members who have been appointed and
have been designated as being in a librarian-track position. Their
appointment may be full-time (1.00 FTE or the equivalent, as determined
by the institution) or part-time.

3.2.5 Term: Those faculty members at community and technical colleges who
have been appointed for a specified term as defined by the institution. The
appointment may be full-time (1.00 FTE or the equivalent, as determined
by the institution) or part-time. While a full-time term faculty member is
eligible to receive reappointment to additional terms, no single term may
exceed three years. No number of term appointments shall create any
presumption of a right to appointment as tenure-track or tenured faculty.

3.2.6 Non-tenure Track: Those faculty members who have not been appointed
in a tenure-track, clinical-track, librarian-track, term, or tenured status.
Their appointment may be full-time (1.00 FTE or the equivalent, as
determined by the institution) or part-time. Non-tenure-track faculty may
also include faculty equivalents or academic professionals, whose primary
duties are non-instructional, but who may hold a secondary appointment
that is instructional in character. No number of non-tenure-track
appointments shall create any presumption of a right to appointment as
tenure-track or tenured faculty.

3.3 Faculty appointed to tenured or tenure-track or term positions at the institution
shall be appointed in one of the following ranks:

3.3.1 Professor;

3.3.2 Associate professor;

3.3.3 Assistant professor; or

3.3.4 Instructor

3.4 Faculty appointed to clinical-track positions at any institution may be appointed to
one of the following ranks:
3.4.1 Professor, with the designation of School of Medicine (SM), School of Dentistry (SD), or School of Nursing (SN);

3.4.2 Associate Professor, with the designation of School of Medicine (SM), School of Dentistry (SD), or School of Nursing (SN);

3.4.3 Assistant Professor, with the designation of School of Medicine (SM), School of Dentistry (SD), or School of Nursing (SN);

3.4.4 Instructor, with the designation of School of Medicine (SM), School of Dentistry (SD), or School of Nursing (SN)

3.5 Faculty appointed to librarian-track positions at any institution may be appointed to one of the following ranks:

3.5.1 Librarian or Professor/Librarian;

3.5.2 Associate Librarian or Associate Professor/Librarian;

3.5.3 Assistant Librarian or Assistant Professor/Librarian

3.5.4 Staff Librarian or Instructor/Librarian

3.6 Clinical-track, librarian-track, and term faculty hold appointments that are not subject to consideration for tenure, regardless of the number, nature, or time accumulated in such appointments. Clinical-track, librarian-track, and term faculty appointments are only for the periods and for the purposes specified, with no other interest or right obtained by the person appointed by virtue of such appointment.

3.7 Other appropriate titles which more accurately indicate the nature of the position may be used.

3.8 Persons assigned full-time or part-time to administrative or staff duties may (if qualified) be appointed to, or may retain, one of the foregoing faculty ranks in addition to any administrative or staff title following consultation with appropriate academic units. Such persons will be informed in writing at the time of the appointment whether the faculty rank is as a tenured member, tenure-track member, or temporary member of the faculty. Administrative or staff personnel who are not appointed to a faculty position are not faculty and therefore are not entitled to the protections provided by this policy.

3.9 Clinical-track, librarian-track, term, and non-tenure-track faculty hold non-tenurable appointments which may be part-time or full-time and are not subject to consideration for tenure, regardless of the number, nature, or time accumulated in such appointments. These appointments are for a specified period of time as set
forth in the notice of appointment. Since the faulty member thus appointed is not
on the tenure-track, the notice provisions set out in Section 10.5 below do not
apply.

3.10 Non-tenure-track appointments shall have one of the following titles:

3.10.1 Any of the faculty ranks, but designated visiting, research, clinical,
    extension, or adjunct, as applicable to describe the connection or function;

3.10.2 Lecturer or senior lecturer;

3.10.3 Assistant designated as graduate, research, clinical, extension, or adjunct,
    as applicable to describe the connection or function.

3.11 Non-tenure-track full-time (1.00 FTE or the equivalent, as determined by the
    institution) faculty appointments may be used only if one or more of the following
    conditions prevail:

3.11.1 The position is funded by a grant, contract, or other source that is not a
    part of the regular and on-going source of operational funding.

3.11.2 The appointment is for the temporary replacement of an individual on
    sabbatical or other leave of absence. Such appointments are outside
    tenure-track status, are subject to annual renewal, and normally may not
    exceed three years.

3.11.3 The appointment is for the purpose of filing an essential teaching post
    immediately, pending a permanent appointment through a regular search
    and screening process. Such appointments are outside tenure-track status,
    are subject to annual renewal, and normally may not exceed three years.

3.11.4 The position is temporary to meet transient instructional needs, to
    maintain sufficient instructional flexibility in order to respond to changing
    demand for courses taught, or to meet other institutional needs. The
    appointee is to be so notified at the time of the appointment. Such
    appointments are outside tenure-track status, are subject to annual
    renewal, and normally may not exceed six years.

3.11.5 The appointee is granted a primary appointment as an administrator or to
    perform other non-instructional duties, with a secondary appointment that
    is instructional in character. Any faculty rank or teaching would be
    considered temporary, renewable on an annual basis. The appointee must
    be normally may not exceed six years.
3.11.6 Appointment or reappointment to a non-tenure-track full-time faculty position shall create no right or expectation of continued appointment beyond the one-year period of appointment or reappointment.

3.12 NRCTC shall make all tenured, tenure-track, clinical-track, librarian-track, term and non-tenure-track appointments after consultation with appropriate faculty and other collegiate units.

3.13 Every faculty contract shall be for one fiscal year, or part thereof, in accordance with and in compliance with the annual budget of the institution, or supplementary actions thereto, as provided by law.

3.14 Every such contract shall be in writing, and a copy of the document shall be furnished to the person appointed. Such document shall contain the terms and conditions of the appointment, as delineated in Section 17 of this policy.

SECTION 4.  FACULTY -- TYPES AND CONDITIONS OF APPOINTMENT

4.1 Full-time appointments to the faculty, other than those designated as clinical-track, librarian-track, term, or non-tenure-track, shall be either tenured or tenure-track.

4.2 All clinical-track, librarian-track, term, or non-tenure-track appointments, as defined in Section 3 of this policy shall be neither tenured nor tenure-track, but shall be appointments only for the periods and for the purposes specified, with no other interest or right obtained by the person appointed by virtue of such appointment.

4.3 The appointment of a person to a full-time position is made subject to the following conditions:

4.3.1 The appointee shall render full-time service to the NRCTC. Outside activities, except the practice of medicine or dentistry which are restricted below in subsection 4.3.2, shall not be restricted unless such activities or employment interfere with the adequate performance of academic duties. The institution expects its faculty to give full professional effort to assignments of teaching, research and service. It is, therefore, considered inappropriate to engage in gainful employment outside the institution which is incompatible with the faculty member’s contractual commitment. Moreover, it is considered inappropriate to transact personal business unrelated to the institution from one’s institutional office, or at times when it might interfere with commitment to the institution. The administration
of the institution shall establish a program of periodic review of outside services of appointees to guide faculty members.

4.3.2 If outside employment or service interferes with the performance of the regular institutional duties of the appointee, the institution has a right to (a) require the appointee to cease such outside employment or service which interferes with institutional duties of the appointee or (b) make such adjustments in the compensation paid to such appointee as are warranted by the appointee’s services lost to the institution, and by the appointee’s use of institutional equipment and materials, or (c) dismiss for cause as set out in Section 12 below.

4.3.3 NRCTC may permit and encourage a reasonable amount of personal, professional activity, such as consulting, outside the faculty member’s reasonably construed total professional responsibilities of employment by and for the institution, provided such activity: (1) further develops the faculty member professionally, (2) does not interfere with teaching, research and service responsibilities to the institution, and (3) is consistent with the mission of the institution.

4.4 If the status of a faculty member changes from non-tenure-track, clinical-track, librarian-track, or term to tenure-track, the time spent at NRCTC may, at the discretion of the president, be counted as part of the tenure-track period.

SECTION 5. JOINT APPOINTMENTS

5.1 Faculty members may be appointed to perform academic duties at two or more public institutions in the state of West Virginia, which duties may include teaching, research, counseling, or other services. For administrative purposes, one institution shall be designated the faculty member's "home institution," which institution shall be responsible for granting promotions, raises in salary, and tenure: Provided, however, that when cause therefore shall occur, appropriate counseling, disciplinary action, and the like shall be the responsibility of the institution where the occurrence arose.

5.2 The conditions and the details of the faculty member's joint appointment, including the designation of the "home institution" and any other arrangements, shall be specified in the agreement between the faculty member and the presidents of the institutions sharing the faculty member's services. A joint appointment will be made only with consent of the faculty member.

5.3 Full-time faculty members appointed under joint or contractual appointments shall continue to be considered full-time employees of the "home institution."
SECTION 6. EMERITUS STATUS

6.1 Emeritus status is an honorary title that may be awarded to a retiring faculty member or administrator for extended meritorious service. The institution shall establish a policy regarding emeritus status and file the policy with the Board of Governors. There is no salary or emolument attached to the status other than such privileges as the institution may wish to extend.

SECTION 7. PROMOTION IN RANK

7.1 Within the following framework, NRCTC shall establish, in cooperation with the faculty or duly-elected representatives of the faculty, guidelines and criteria for promotion in rank for tenured, tenure-track, clinical-track, librarian-track, term, and non-tenure track faculty:

7.1.1 There shall be demonstrated evidence that promotion is based upon a wide range of criteria, established by NRCTC in conformance with this document and appropriate to the mission of the institution. Examples appropriate might be excellence in teaching; publications and research; accessibility to students, adherence to professional standards of conduct; professional and scholarly activities and recognition; significant service to the community and the college; experience in higher education and at the institution; possession of the doctorate, special competence, or the highest earned degree appropriate to the teaching field, granted by a regionally accredited institution, or special competence that is deemed to be equivalent to such academic credentials; potential for continued professional growth; and service to the people of the state of West Virginia. Ultimate authority regarding the application of guidelines and criteria relating to promotion shall rest with the institution.

7.1.2 There shall be demonstrated evidence that, in the process of making evaluations for promotions there is participation of persons from several different groups, such as: Peers from within and without the particular unit of the institution, supervisory administrative personnel such as the department/division chairperson and the dean, and students.

7.1.3 There shall be no practice of granting promotion routinely or because of length of service, or of denying promotion capriciously.

7.1.4 NRCTC shall provide copies of institutional guidelines and criteria for promotion to the Board of Governors/West Virginia Council for Community & Technical College Education and shall make available such guidelines and criteria to its faculty.
7.2 Promotion shall not be granted automatically, but shall result from action of the institution following consultation with the appropriate academic units.

SECTION 8. FACULTY RESIGNATIONS.

8.1 A faculty member desiring to terminate an existing appointment during or at the end of the academic year, or to decline reappointment, shall give notice in writing at the earliest opportunity. Professional ethics should dictate due consideration of the institution's need to have a full complement of faculty throughout the academic year.

SECTION 9. TENURE

9.1 Tenure is designed to ensure academic freedom and to provide professional stability for the experienced faculty member. It is a means of protection against the capricious dismissal of an individual who has served faithfully and well in the academic community. Continuous self-evaluation, as well as regular evaluation by peer and administrative personnel, is essential to the viability of the tenure system. Tenure should never be permitted to mask irresponsibility, mediocrity, or deliberate refusal to meet academic requirements or professional responsibilities. Tenure applies to those faculty members who qualify for it and is a means of making the teaching and research profession attractive to persons of ability. There shall be demonstrated evidence that tenure is based upon a wide range of criteria such as: excellence in teaching; publications and research; accessibility to students; adherence to professional standards of conduct; effective service to the institution, college and department; significant service to the community; experience in higher education and at the institution; possession of the earned doctorate, special competence, or the highest degree earned appropriate to the teaching field; continued professional growth; and service to the people of the State of West Virginia. Ultimate authority regarding the application of guidelines and criteria relating to tenure shall rest with the Board of Governors.

9.2 In making tenure decisions, careful consideration shall be given to NRCTC’s tenure profile, projected enrollment patterns, staffing needs of the institution, current and projected mission of each department/division, specific academic competence of the faculty member, and preservation of opportunities for infusion of new talent. The institution shall be mindful of the dangers of losing internal flexibility and institutional accountability to the citizens of the state as the result of an overly tenured faculty.
9.3 In order to be fully responsive to the changing needs of their students and clients, NRCTC’s goal in the appointment of faculty is to limit the number of tenured and tenure-track faculty to no more than twenty percent of full-time faculty employed.

9.3.1 Full-time term faculty are eligible for reappointment, although no number of appointments shall create any presumption of the right to appointment as tenure-track or tenured faculty. A single appointment shall not exceed three years.

9.3.2 The employment standing of tenured and tenure-track faculty holding appointment at the time of the implementation of this policy shall not be affected.

9.4 Tenure shall not be granted automatically, or solely because of length of service, but shall result from action by NRCTC following consultation with appropriate academic units.

9.5 Tenure may be granted at the time of appointment by NRCTC, following consultation with appropriate academic units.

9.6 Tenure may be attained only by faculty who hold the rank of assistant professor or above.

9.7 A faculty member who has been granted tenure shall receive yearly renewals of appointment unless dismissed or terminated for reasons set out in Sections 12, 13, or 14 below.

SECTION 10. TENURE-TRACK STATUS

10.1 When a full-time faculty member is appointed on other than a clinical-track, librarian-track, term, or non-tenured-track or tenured basis at New River Community & Technical College the appointment shall be tenure-track.

10.2 During the tenure-track period, the terms and conditions of every reappointment shall be stated in writing, with a copy of the agreement furnished the individual concerned.

10.3 The maximum period of tenure-track status shall not exceed seven years. Before completing the penultimate year (the critical year) of a tenure-track appointment, any non-tenured faculty member shall be given written notice of tenure, or offered a one year written terminal contract of employment. During the tenure-track period, faculty members may be granted tenured appointment before the sixth year of service, such appointment to be based upon criteria established by the institution and copies provided to the Council.
10.3.1 NRCTC may establish policies to accommodate unusual situations, such policies to be approved by the Board of Governors and reported to the West Virginia Council for Community & Technical College Education.

10.4 During the tenure-track period, contracts shall be issued on a year-to-year basis, and appointments may be terminated at the end of the contract year. During said tenure-track period, notices of non-reappointment may be issued for any reason that is not arbitrary, capricious, or without factual basis. Any documented information relating to the decision for non-retention or dismissal shall be provided promptly to the faculty member upon request.

10.5 For those appointed on or before March 8, 2003 after the decision regarding retention or non-retention for the ensuing year has been made by the president or designee, the tenure-track faculty member shall be notified in writing of the decision:

10.5.1 By letter post-marked and mailed no later than December 15 of the second academic year of service; and,

10.5.2 By letter post-marked and mailed at least one year before the expiration of an appointment after two or more years of service in the institution.

10.6 For those appointed after March 8, 2003, after the decision regarding retention or non-retention for the ensuing year has been made by the president or designee, the tenure-track faculty member shall be notified in writing of the decision by letter post-marked and mailed no later than March 1.

10.7 Notice of non-retention shall be mailed “Certified Mail Return Receipt Requested”.

10.8 Failure to provide timely notice of non-retention to tenure-track faculty would lead to the offer of renewal of appointment for an additional year, but would not prejudge further continuation after that additional year.

10.9 Faculty appointed at times other than the beginning of the academic year may elect to have those periods of appointment greater than half an academic year, considered as full year for tenure purposes only. Tenure-track appointments for one half an academic year or less may not be considered time in probationary status.

10.10 Following receipt of the notice of non-retention, the faculty member may appeal such non-retention decision by requesting a statement of reasons and then filing a grievance as provided in Section 15 of this policy. The request for a statement of reasons shall be in writing and mailed to the president within ten working days of receipt of the notice of non-retention.
SECTION 11. FACULTY EVALUATION

11.1 All faculty shall receive a yearly written evaluation of performance directly related to responsibilities as defined by the institution.

11.2 Evaluation procedures shall be developed at the institutional level, and a copy sent to the Council and filed in the Central Office. Such procedures must be multidimensional and include criteria such as peer evaluations, student evaluations, and evaluations by immediate supervisors.

SECTION 12. DISMISSAL

12.1 Causes for Dismissal: The dismissal of a faculty member shall be effected only pursuant to the procedures provided in these policies and only for one or more of the following causes:

12.1.1 Demonstrated incompetence or dishonesty in the performance of professional duties, including but not limited to academic misconduct;

12.1.2 Personal conduct which substantially impairs the individual's fulfillment of institutional responsibilities, including but not limited to verified instances of sexual harassment or of racial, gender-related, or other discriminatory practices;

12.1.3 Insubordination by refusal to abide by legitimate reasonable directions of administrators or of the Board;

12.1.4 Physical or mental disability for which no reasonable accommodation can be made, and which makes the faculty member unable, within a reasonable degree of medical certainty and by reasonably determined medical opinion, to perform assigned duties;

12.1.5 Substantial and manifest neglect of duty; and

12.1.6 Failure to return at the end of a leave of absence.

12.2 Notice of dismissal for cause: The president or designee shall institute proceedings by giving the faculty member a written dismissal notice by registered or certified mail, return receipt requested, which dismissal notice shall contain:

12.2.1 Full and complete statements of the charge or charges relied upon; and

12.2.2 A description of the appeal process available to the faculty member.
12.3 Prior to giving the faculty member a written dismissal notice, the institution shall notify the faculty member of the intent to give the written dismissal notice, the reason for the dismissal, and the effective date of the dismissal. The faculty member shall have an opportunity to meet with the institutional designee prior to the effective date to refute the charges.

12.4 Faculty who refuse to sign or execute an offered annual contract or notice of appointment by the date indicated by the institution for its execution, or who fail to undertake the duties under such document at a reasonable time, shall be deemed to have abandoned their employment with the institution and any rights to tenure or future appointment. Faculty objecting to terms of such document do not waive their objections to such terms by signing or executing the document.

SECTION 13. TERMINATION DUE TO REDUCTION OR DISCONTINUANCE OF AN EXISTING PROGRAM

13.1 A tenured or tenure-track faculty member's appointment may be terminated because of the reduction or discontinuance of an existing program at the institution as a result of program review, in accordance with appropriate rule relating to review of academic programs, provided no other program or position requiring equivalent competency exists. If, within two years following the reduction or discontinuance of a program, a position becomes vacant for which the faculty member is qualified, the president shall make every effort to extend first refusal to the faculty member so terminated.

13.1.1 Every effort should be made to reassign an individual to instructional or non-instructional duties commensurate with the faculty member’s training and experience, and offers of release time or leaves of absence should be made to enable such persons to acquire capabilities in areas in which their services would be required by the institution. Faculty development programs and funds should be used to facilitate such reassignments.

13.2 Institutional policy for accommodating major reduction in or discontinuance of an existing program shall be developed through a collaborative assessment by representatives of administration and faculty, approved by the governing board, and reported to the Council prior to implementation. NRCTC should utilize appropriate program change policies.

13.3 Notice of non-retention due to program reduction or discontinuance: The president shall institute proceedings by giving a faculty member written notice of such non-retention by certified mail, return receipt requested.

13.4 The dates of formal notification for tenured and tenure-track faculty shall be those specified in Section 10 of this rule.
SECTION 14. TERMINATION DUE TO FINANCIAL EXIGENCY

14.1 Termination of employment due to financial exigency: A faculty member's appointment may be terminated because of a financial exigency, as defined and determined by the Board of Governors. Institutional plans for meeting a financial exigency shall be developed through a collaborative assessment by representatives of administration and faculty, approved by the Board of Governors, and reported to the West Virginia Council for Community & Technical College Education prior to implementation. NRCTC should utilize appropriate program change policies.

14.2 Notice of termination due to financial exigency: The president shall institute proceedings by giving the faculty member written notice of termination by certified mail, return receipt requested, which notice shall contain:

14.2.1 A delineation of the rationale used by the Board for the determination of a financial exigency;

14.2.2 A copy of the implementation procedures used by the institution related to the financial exigency and a delineation of the rationale used for the termination of the faculty member; and

14.2.3 A description of the appeal process available to the faculty member.

14.3 To the extent financially feasible, the dates of formal notification for tenured and probationary faculty shall be those specified in Section 10 of this policy.

SECTION 15. FACULTY GRIEVANCE PROCEDURE

15.1 A faculty member wishing to grieve or appeal any action of the institution or Board of Governors may utilize the procedures set out in W. Va. Code §29-6A.

SECTION 16. INFORMAL PROCEDURES FOR CONFLICT RESOLUTION

16.1 Each institution may provide alternative procedures to those set out in WV Code §29-6A for the resolution of conflicts.
SECTION 17. NOTIFICATION OF TERMS AND CONDITIONS OF FACULTY APPOINTMENTS

17.1 Institutions have a large measure of flexibility in determining the form and style whereby faculty are notified each year of the terms of their appointment. When an initial appointment is made, however, or when the conditions of the appointment change, it is crucial that the faculty member be fully informed of the terms and conditions of employment. While a formal contract may not be necessary each year, the institution may choose one of several means of notifying faculty about their appointments: a personal letter, a formal contact, or a combination of a letter with a standard contract attached.

17.1.1 NRCTC may offer each year to their full-time term faculty contracts of up to three years duration, subject to the conditions stated in Sections 3, 4, and 9 of this policy.

17.2 The letter of appointment or contract should state the following:

17.2.1 That the appointment (to the specified position) is offered in accordance with the provisions of institutional policy, and (if applicable) of the institution’s faculty handbook or other publication.

17.2.2 That the appointment is tenured, tenure-track, clinical-track, librarian-track, term, or non-tenure-track as defined in this policy.

17.2.3 That the rank (in case of a tenured, clinical-track, term or tenure-track appointment) is Professor, Associate Professor, Assistant Professor, or Instructor, including a clinical-track designation, as appropriate, or

17.2.4 That the rank (in case of a librarian-track appointment) is Librarian, or Professor/Librarian, Associate Librarian or Associate Professor/Librarian, Assistant Librarian or Assistant Professor/Librarian, or Staff Librarian or Instructor/Librarian.

17.2.5 That the appointment is full-time (1.00 FTE or equivalent, as determined by the institution) or part-time with the FTE identified.

17.2.6 That it is a terminal contract (whenever appropriate).

17.2.7 That it is a joint appointment with another institution (whenever appropriate), with the home institution specified.

17.2.8 The beginning and ending dates of the appointment.

17.2.9 For tenure-track appointments, the academic year in which tenure must be awarded (the “critical year”).
17.2.10 The total salary for the appointment.

17.2.11 That, consistent with the provisions of this policy, employment is subject to the fulfillment of the duties and responsibilities of the position.

17.2.12 That the specific assignments of the position will be determined by the institution.

17.2.13 That any special conditions which are included in the appointment be made a part of the contract only if they are signed by the faculty member and the designated representative of the institution.

17.2.14 That acceptance of the appointment will be specified by the faculty member’s signing, dating, and returning a copy of the letter or contract to the designated representative of the institution within a reasonable time, which should be specified.

17.3 Renewal letters, or letters that simply inform the faculty member of a change in salary, need not contain all of the information listed above, but it is appropriate to refer to the earlier letter or contract.