

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

November 14, 2019

ACTION: **First and Final Round Approval of Revisions to Board Policy 5014; Employment Appointments; Notice Requirements; Faculty & Professional Staff**

The revisions to Board Policy 5014 clarify the types of appointments that are special (not specific term) appointments. The revisions also allow faculty members who have earned tenure and accept an appointment as an Academic Dean to retain tenure and rank along with the right to return to a faculty position. Current Deans, who previously relinquished tenure, rank and right to return to teach shall have the tenure, rank and right to return to teach restored.

The System Office recommends approval of the Revisions to BP 5014; Employment Appointments; Notice Requirements; Faculty & Professional Staff.

ATTACHMENTS:

- Revisions to Board Policy 5014 (PDF)

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**POLICY: 5014 Employee Appointments;
Notice Requirements;
Faculty and Professional Staff**

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BOARD POLICY

Faculty and professional staff shall be issued annual contracts specifying salary and other terms and conditions of employment in accordance with Board policies and/or applicable collective bargaining agreements on the contract form approved by the System Office. Employment contracts must be signed by the President or Chancellor and be reported to the Board. Employment warranties or other special conditions in employment contracts that violate Board Policies or collective bargaining agreements shall not be allowed.

Each person appointed to a faculty or professional staff position shall be designated as having one of the following types of appointments:

1. **Special Appointment.** Appointments that are not "Specific Term Appointments" shall be "Special Appointments." The following types of appointments to faculty or professional staff positions shall be filled by Special Appointment only:
 - a. Any appointment, including Temporary or interim appointments for less than one (1) academic year (faculty appointments) or fiscal year; (professional staff appointments);
 - b. Appointments to part-time positions (less than .75 FTE);
 - c. Appointments to volunteer status;
 - d. Appointments to lecturer;
 - e. Appointments to "visiting" faculty (a scholar who provides teaching or research in their area of expertise for less than one (1) academic year);
 - f. Appointments of graduate assistants (up to an academic or fiscal year); and,
 - g. Appointments supported by funds over which the College does not have control or which the College cannot reasonably expect to continue indefinitely.

A "Special Appointment" shall terminate in accordance with the time stated in the written contract or with ninety (90) days written notice by either party. If no time is stated in the written contract, the appointment may be terminated by either party giving the other at least ninety (90) days written notice of the date of termination. Special Appointments may also be terminated prior to the expiration of the contract term for cause, discontinuance, reduction or curtailment of a program or department, or financial exigency according to Board Policies. No advance notice shall be required in the event of dismissal for cause prior to the end of the appointment term.

Every "Special Appointment" is a non-tenure, non-ranked position and carries no presumption of reappointment beyond the termination date.

A member of the faculty or professional staff may hold a "Special Appointment" coincident with a "Specific Term Appointment," and the terms of the "Special Appointment" may be independent of the terms of the other appointment status.

2. **Specific Term Appointment.** A "Specific Term Appointment" is a professional staff or faculty appointment for a term of one academic or fiscal year. Faculty appointments will be designated as either "Probationary/Tenure Track Appointment," "Tenured Appointment," or "Non-Tenure Track Appointment." No advance notice shall be required in the event of dismissal for cause prior to the end of the appointment term.

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The Chancellor has the discretion to offer Vice Chancellors Specific Term contracts for a period of two (2) years with a salary level which is determined annually. Contracts may be renewed at the discretion of the Chancellor. Such renewal shall be for an additional one (1) year period with a salary level determined for the upcoming year. Written notice of non-renewal shall be given by June 30 prior to the final contract year. No advance notice shall be required in the event of dismissal for cause prior to the end of the appointment term.

Reappointment and non-renewal notice requirements for faculty covered by the SCEA bargaining unit are contained in the current NSCS-SCEA Bargaining Agreement.

Reappointment and non-renewal notice requirements for professional staff covered by the NSCPA bargaining unit are contained in the current NSCS-NSCPA Bargaining Agreement.

Non-union faculty or non-union professional staff specific term appointments will terminate at the end of the stated term, if written notice of non-reappointment is given in accordance with the following requirements:

- a. Written notice of intent not to renew appointments shall be given at least thirty (30) days prior to expiration during the first year of employment, three (3) months prior to expiration during the second year of employment, or six (6) months prior to expiration during the third or subsequent years of employment in a full-time position. For purposes of determining non-renewal notice periods, years of employment refer to years of employment in specific term appointments. Specific Term Appointments may also be terminated prior to expiration of the contract term for cause, discontinuance, reduction or curtailment of a program or department, or financial exigency according to Board Policies.
- b. Written notice of intent not to renew appointments for Head Coaches shall be given at least thirty (30) days prior to expiration during the first year of employment, or three (3) months prior to expiration during the second or subsequent years of employment in a full-time position. For purposes of determining non-renewal notice periods, years of employment refer to years of employment in specific term appointments. Specific Term Appointments for Head Coaches may also be terminated prior to expiration of the contract term for cause, discontinuance, reduction or curtailment of a program or department, or financial exigency according to Board Policies.
- c. A written notice of intent not to renew shall be signed by the President, Chancellor or the Chair of the Board of Trustees. Notice shall be deemed to have been properly given by personal delivery or if mailed to the employee's home address, as reflected by the records of the College or System Office, by certified mail with sufficient postage attached.
- d. Failure to provide the required notice period shall not result in automatic reappointment or create any right to reappointment for an additional term. The employer shall have the option of providing employment or severance pay in lieu of any portion or all of the notice to which the employee is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the employee is otherwise entitled.

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Faculty members may accept an employment appointment to an Academic Dean position as follows:

Tenured faculty: A ~~tenured~~ faculty member who has earned tenure within the College who accepts an appointment as Academic Dean shall retain his/her tenure and academic rank along with the right to return to a faculty position. achieved at the point of hiring for a term of four (4) years, after which tenure and rank shall be relinquished, and the right to return to a faculty position shall terminate. While employed as an Academic Dean, the individual shall not continue to accrue time or credit toward faculty rank promotion.

Should the individual ~~transition-move~~ from an Academic Dean position to ~~serve in~~ another professional staff position within the College ~~during this four (4) year period~~, he/she shall relinquish tenure and academic rank, along with the right to return to a faculty position.

Non-tenured faculty and external hires: A non-tenured faculty member within the College, or an individual hired from outside the College, shall have no rank, tenure, nor the right to a future position in the faculty as part of an Academic Dean appointment.

Academic Deans may be subject to termination of employment for cause per Board Policy 5103. If employment is terminated for cause, all rights to return to faculty and tenure status also terminate.

At any time during the Academic Dean appointment while the individual has the right to return to tenure, the President may offer the individual the right to return to tenured faculty employment. If the individual does not exercise the right to return, the right to return to faculty and his/her tenure status will terminate.

An Academic Dean with faculty tenure who wishes to resign the position and exercise his/her right to return to a faculty position is required to notify the VPAA of his/her intent to resign the position by submitting a formal letter of resignation to the VPAA *no later than October 1 preceding the end of the current contract year*. The resignation will become *effective June 30* of the following year, and faculty status will be returned as of July 1, according to the terms of the current SCEA Bargaining Agreement and/or applicable Board Policies. However, he/she will not have accrued credit toward faculty rank promotion while ~~servin~~g employed in ~~the professional staff~~an Academic Dean position.

Individuals currently employed as Academic Deans who previously relinquished their tenure, rank and right to return to teach according to the terms of this policy shall have tenure, rank and the right to return to teach restored.

Faculty members may accept an employment appointment to other professional staff positions as follows:

Tenured faculty members who accept an employment appointment to a professional staff position, other than Academic Dean, may be contractually granted the right to return to his or her tenured faculty position, at the discretion of the President, for a maximum of two (2) years. If the President offers such a right to return in an employment contract, the College shall only be allowed to refill the faculty vacancy with special appointments until the right to return period has expired. If the professional staff member does not exercise the right to return to his or her tenured faculty position within the two (2) year period, he or she will be deemed to have relinquished all future rights to return to tenured faculty employment. At a President's approval and subsequent request to the Chancellor, an extension of the two (2) year time period may be granted by the Chancellor due to extenuating circumstances.

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At any time during the professional staff appointment while the individual has the right to return to tenure, the President may offer the individual the right to return to tenured faculty employment. If the individual does not exercise the right to return, the right to return to faculty and his/her tenure status will terminate.

A professional staff member with faculty tenure who wishes to resign the position and exercise his/her right to return to a faculty position is required to notify the VPAA and his/her immediate supervisor of his/her intent to resign the position by submitting a formal letter of resignation to the VPAA and his/her immediate supervisor *no later than October 1 preceding the end of the current contract year*. The resignation will become *effective June 30* of the following year, and faculty status will be returned as of July 1, according to the terms of the current SCEA Bargaining Agreement and/or applicable Board Policies. However, he/she will not have accrued credit toward faculty rank promotion while serving in the professional staff position.

~~At a President's approval and subsequent request to the Chancellor, an extension of the two (2) year time period may be granted by the Chancellor due to extenuating circumstances.~~

Policy Adopted: 6/5/93
Policy Revised: 11/11/95
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Policy Revised: 4/18/08
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Policy Revised: 3/26/15
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