

**BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
BOARD OF GOVERNORS**

POLICY B-1

ACADEMIC FREEDOM, PROFESSIONAL RESPONSIBILITY, and PROMOTION

Section 1. General

- 1.1. Scope — This policy relates to academic freedom and responsibility, appointment, promotion, non-reappointment or dismissal of faculty, and grievance procedures for matters pertaining to faculty.
- 1.2. Authority — West Virginia Council for Community and Technical College Education (Council) Procedural Rule Series 9.
- 1.3. Effective Date- April 1, 2024

Section 2. Academic Freedom and Professional Responsibility

- 2.1. Academic freedom at BridgeValley Community and Technical College (BridgeValley) is necessary to enable the institution to perform its societal obligation as established by the Legislature and the West Virginia Council for Community and Technical College Education (Council). The Board recognizes that the vigilant protection of constitutional freedoms is nowhere more vital than in the institution. Therefore, faculty members and students must always remain free to inquire, study, and evaluate. Through the exercise of academic freedom, members of the academic community freely study, discuss, investigate, and teach depending upon their role at the institution. To all those members of the academic community who enjoy academic freedom, certain responsibilities are commensurate with such freedom. Activity for pecuniary return that may interfere with one's obligations to the institution shall be based upon an understanding reached with Human Resources and the supervisor before the work is performed each faculty member is free to discuss the subject taught in the classroom. In addition, faculty members shall be free from institutional censorship or discipline when they speak or write as citizens on matters of public concern.

The concept of academic freedom is accompanied by an equally important concept of academic responsibility. The faculty member at BridgeValley is a citizen, a member of a learned profession,

and a representative of an educational institution. As such, a faculty member, together with all other members of the academic community, is responsible for contributing to institutional, campus, and departmental missions in teaching and service. The faculty member is also responsible 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 must not imply or claim to be a spokesperson for BridgeValley.

- 2.2. All faculty are obligated to foster their programs' quality, viability, and necessity. The financial stability of a program and the recruitment of an adequate number of students are responsibilities shared by all. Integrity, objectivity, and service to the purposes and missions of the institution are expected.
- 2.3. 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 to develop 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 disciplines and strengthen their interests in related fields.
- 2.4. As members of an academic community, faculty members also expected to participate in decisions concerning programs and the program review process.

Section 3. Faculty: Ranks and Definitions

- 3.1. The faculty at BridgeValley shall be those appointees of the President or the President's designee. The faculty are those so designated by the President or the President's designee and may include, but are not limited to, such professional personnel as librarians, academic professionals, and those involved in off-campus academic activities.
- 3.2. Faculty may fall into one of the following classifications:
 - 3.2.1. Clinical-Track: Those faculty members who have been appointed by the President or the President's designee and have been designated as being in a clinical-track position. Their appointment may be full-time (1.00 FTE) or part-time.
 - 3.2.2. Librarian-Track: Those faculty members who have been appointed by the President or the President's designee and have been designated as being in a librarian-track position. Their appointment may be full-time (1.00 FTE) or part-time.
 - 3.2.3. Term: Those faculty members who have been appointed for a specified term as defined by the President or the President's designee. The appointment may be full-time (1.00 FTE) 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 continued reappointment.

- 3.3. Faculty appointed to term positions, and clinical-track positions at BridgeValley shall be appointed to one of the following ranks:
 - Professor.
 - Associate Professor.
 - Assistant Professor; or
 - Instructor.
- 3.4. 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.
- 3.5. In addition to those listed above, the College may use other appropriate titles which more accurately indicate the nature of a particular position.
- 3.6. Persons assigned full-time or part-time to administrative or staff duties on any campus may 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 clinical-track, librarian-track, or term 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.
- 3.7. The President or the President's designee shall make all clinical-track, librarian-track, and term appointments after consultation with appropriate faculty and other collegiate units.
- 3.8. 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.
- 3.9. Every such contract shall be in writing, and a copy of the document shall be furnished from Human Resources to the person appointed. Such document shall contain the terms and conditions of the appointment, as delineated in this policy.

Section 4. Faculty: Types and Conditions of Appointment

- 4.1. All clinical-track, librarian-track, term, and other non-tenure-track appointments, as defined in this policy, shall be neither tenured or 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.
- 4.2. The appointment of a person to a full-time position is made subject to the following conditions:

- 4.2.1. The appointment of new faculty may occur once there are 20 student full time equivalents (FTE) associated with a program. The retention of existing full-time faculty must coincide with at least 15 student FTE in a program.
- 4.2.2. The appointee shall render full-time service to the institution. Outside activities shall not interfere with the adequate performance of institutional duties and shall comply with the West Virginia Governmental Ethics Act. The institution expects its faculty to give full professional effort to assignments of teaching and service. It is, therefore, considered inappropriate to engage in gainful employment outside the institution that is incompatible with the faculty member's contractual commitment to the institution. Moreover, it is considered inappropriate to transact personal business from one's institutional office.
- 4.2.3. If outside employment or service interferes with the performance of the regular institutional duties and responsibilities of the appointee, the President or the President's designee has a right to (a) require the appointee to cease such outside employment or service which interferes with institutional duties and responsibilities of the appointee, (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 below.
- 4.2.4. The College permits a reasonable amount of personal professional activity, such as working in a clinical setting, by a faculty member outside the faculty member's duties and responsibilities of employment by and for the College, provided such activity: (1) further develops the faculty member professionally and (2) does not interfere with duties and responsibilities to the College.

Section 5. Joint Appointments

- 5.1. Faculty members may be appointed to perform academic duties at two or more public institutions of higher education in West Virginia, which duties may include teaching, 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, and raises in salary: Provided, that when a behavioral or conduct issue occurs, 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 President or the President's designee of the institutions sharing the faculty member's services. A joint appointment will be made only with the consent of both the faculty member and the home institution.
- 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 College shall establish an operating procedure regarding emeritus status. There is no salary or emolument attached to the status.

Section 7. Promotion in Rank

- 7.1. The College uses the following guidelines and criteria for promotion in rank:
 - 7.1.1. Faculty members must apply for promotion in rank. The application includes annual faculty evaluations including developing goals in conjunction with their supervisor, a self-evaluation, student/customer evaluations, and a classroom observation by a supervisor (chair or dean). The application for promotion is submitted to a faculty evaluation committee (FEC) and once vetted by that committee is submitted to the division dean, followed by the Human Resources Director, the Vice President for Academic Affairs, and finally the President for review and decision.
 - 7.1.2. There shall be no practice of granting promotion routinely or solely because of length of service, or of denying promotion capriciously. Professional expectations of faculty members include demonstrated excellence in teaching and service to the college and community.
 - 7.1.3. The human resources department will maintain a faculty and staff handbook that includes the guidelines and criteria for promotion.
- 7.2. Promotion shall not be granted automatically but shall result from action by the President or the President's designee, following consultation with the appropriate academic units.
- 7.3. Each faculty member shall receive a salary increase of at least 10 percent when he or she is promoted in rank. In the year of promotion in rank (i.e., promotion from Instructor to Assistant Professor, Assistant Professor to Associate Professor, Associate Professor to Professor) the promoted faculty member will receive a salary increase equal to the difference between the minimum salaries for their former level and the level to which they are to be promoted. The promotional increase will be no less than 10 percent up to 25 percent to reach the minimum level to which they are to be promoted.

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 to Human Resources

and their supervisor at the earliest opportunity. Professional ethics dictate due consideration of the institution's need to have a full complement of faculty throughout the academic year.

Section 9. Faculty Evaluation

- 9.1. All full-time faculty shall complete annual faculty evaluations including developing goals in conjunction with their supervisor, a self-evaluation, student and customer evaluations, a classroom observation by a supervisor (chair or dean), and a written performance evaluation by the supervisor.

- 9.2. Supervisors will use as much objective data as is available to evaluate performance such as including use of college-wide technology and college-wide practices including maintaining syllabi, gradebooks, and assignments in the online learning management system, use of college early alert tools, use of college advising tools, and available student success data to indicate faculty contribution to enrollment, retention, and completion goals for students at the college.

Section 10. Dismissal

- 10.1. Causes for Dismissal: The dismissal of a faculty member shall be pursuant to the procedures provided in these policies and for one or more of the following reasons:
 - 10.1.1. Demonstrated incompetence or dishonesty in the performance of professional duties, including but not limited to academic misconduct;
 - 10.1.2. Conduct that directly and 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;
 - 10.1.3. Insubordination by refusal to abide by legitimate, reasonable directions of administrators;
 - 10.1.4. Physical or mental disability for which no reasonable accommodation can be provided, and which makes the faculty member unable, within a reasonable degree of medical certainty and by reasonably determined medical opinion, to perform assigned duties;
 - 10.1.5. Substantial and manifest neglect of duty; and
 - 10.1.6. Failure to return at the end of a leave of absence.

10.2. Notice of Dismissal for Cause: The President or the President's designee shall initiate termination proceedings by giving the faculty member a written dismissal notice by certified mail, return receipt requested, which dismissal notice shall contain:

10.2.1. Complete statements of the charge or charges relied upon; and

10.2.2. A description of the appeal processes available to the faculty member.

10.3. Prior to giving the faculty member a written dismissal notice, the President or their President's designee shall notify the faculty member of the intent to give the written dismissal notice, the reasons for the dismissal, and the effective date of the dismissal. The faculty member shall have an opportunity to meet with the President or the President's designee prior to the effective date to refute the charges.

10.4. Faculty who refuse to sign or execute an offered annual contract or notice of appointment or reappointment 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 future appointment. Faculty objecting to the terms of such document do not waive their objections to such terms by signing or executing the document.

Section 11. Termination Because of Reduction or Discontinuance of an Existing Program.

11.1. 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 Board, and reported to the Council prior to implementation. Generally, enrollment, labor market demand, and revenue generated by the program are used to inform this decision. The College shall utilize appropriate program change policies.

Section 12. Termination Due to Financial Exigency

12.1. A faculty member's appointment may be terminated because of a financial exigency, as defined, and determined by the Board. Institutional plans for meeting a financial exigency shall be developed through a collaborative assessment by representatives of administration and faculty, approved by the Board, and reported to the Council prior to implementation. The institution should utilize appropriate program change policies.

12.2. The President or the President's designee shall initiate proceedings by giving the faculty member written notice of termination by certified mail, return receipt requested, which notice shall contain:

12.2.1. A delineation of the rationale used for the determination of a financial exigency;

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

12.2.3. A description of the appeal processes available to the faculty member.

Section 13. Faculty Grievance Procedure

13.1. A faculty member wishing to grieve or appeal any action of the institution or Board may utilize the procedures set out in West Virginia Code § 6C-2-1 et seq.

Section 14. Alternative Informal Procedure for the Resolution of Conflict

14.1. The College may provide alternative procedures to those set out in W. Va. Code § 6C-2-1, et seq. for the informal resolution of conflicts; Provided, that participation in such informal conflict resolution process does not obviate the public employee's right to recourse through the public employees' grievance procedure established in W. Va. Code § 6C-2-1, et seq.

Section 15. Notification of Terms and Conditions of Faculty Appointments

15.1. BridgeValley has 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 College may choose one of several means of notifying faculty about their appointments: a personal letter, a formal contract, or a combination of a letter with a standard contract attached.

15.2. The letter of appointment or contract must state the following:

15.2.1. That the appointment (to the specified position) is offered in accordance with the provisions of institutional policy;

15.2.2. That the appointment is clinical-track, librarian-track, or term as defined in this policy.;

15.2.3. That the rank is Professor, Associate Professor, Assistant Professor, or Instructor, including a clinical-track or teaching designation, as appropriate;

- 15.2.4. That the appointment is full-time (1.00 FTE) or part-time with the full- time equivalency (FTE) identified;.
- 15.2.5. That it is a terminal contract (whenever appropriate);
- 15.2.6. Whether it is a joint appointment with another institution, with the home institution specified;
- 15.2.7. The beginning and ending dates of the appointment;
- 15.2.8. The total salary for the appointment;
- 15.2.9. That employment is subject to the fulfillment of the duties and responsibilities of the position
- 15.2.10. That the specific assignments of the position will be determined by the designated representative of the institution;
- 15.2.11. That any special conditions which are included in the appointment will be made a part of the contract only if they are signed by the faculty member and the designated representative of the institution; and
- 15.2.12. 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 must be specified.
- 15.2.13. Renewal letters or letters that simply inform the faculty member of a change in salary, need not contain all the information listed above, but must refer to the earlier appointment letter or contract.