

# BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE BOARD OF GOVERNORS

## POLICY B-1

### ACADEMIC FREEDOM, PROFESSIONAL RESPONSIBILITY, and 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.
- 1.2. Authority — West Virginia Council for Community and Technical College Education (Council) Procedural Rule Series 9.
- 1.3. Effective Date- January 1, 2023

#### 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, ~~conduct research, and publish~~, depending upon their ~~particular~~ role at the institution. To all those members of the academic community who enjoy ~~academic~~ freedom, certain responsibilities are commensurate with such freedom. ~~All faculty members shall be entitled to complete 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, and other professional duties.~~<sup>†</sup> Activity for pecuniary return that may ~~interferes~~ with one's obligations to the institution ~~shall~~ould be based upon an understanding reached with Human Resources and the supervisor before the work is performed ~~with the institution's. Further, e~~ 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. ~~outside the institutions.~~
- 2.2. 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, ~~research,~~ and service, ~~as defined by institutional policy.~~ The faculty member is also responsible as a teacher for striving to speak with accuracy and with respect for the similar rights and

~~<sup>1</sup>Faculty members may conduct and publish the results of their research with complete freedom as long as they~~

responsibilities of others. In speaking only as an individual or for a limited group, the faculty member ~~should~~ must not imply or claim to be a spokesperson for ~~the institution in which he or she holds an appointment~~ BridgeValley.

2.3. 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 ~~depend partly be~~ are responsibilities shared by all. Integrity, objectivity, and service to the purposes and missions of the institution are expected.

~~2.4.~~ 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.

~~2.5.~~ 2.4 As members of an academic community, faculty members ~~are~~ 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. Tenured: Those faculty members who have attained tenure status as determined by the President or the President's designee. Tenured appointments are full-time (1.00 FTE) for the academic year.~~

~~3.2.1a Under special circumstances, if requested by the faculty member and approved by the President or the President's designee, a full-~~

~~time tenured appointment may be converted to a part time tenured appointment for a specified period, normally not to exceed one calendar year per occurrence. At the conclusion of the approved period or an approved 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 on a full time (1.00 FTE) basis and have been designated by the President or the President's designee as being in a tenure track position.~~

~~3.2.2a. Under special circumstances, if requested by the faculty member and approved by the President or the President's designee, a full time tenure track appointment may be converted to a part time tenure track appointment for a specified period, normally not to exceed one calendar year per occurrence. At the conclusion of the approved 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 at least one half the contract period will not normally 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.~~ 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.

~~3.2.4.~~ 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.

~~3.2.5.~~ 3.2.3 Term: Those faculty members ~~at community and technical colleges~~ 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 ~~as tenure track or tenured faculty.~~

~~3.2.5a. Under special circumstances, if requested by the faculty member and approved by the President or the President's designee, a full-time tenured appointment may be converted to a part-time tenured appointment for a specified period, normally not to exceed one calendar year per occurrence. At the conclusion of the approved period or an approved 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.~~

~~3.2.6. Tenure Track: Those faculty members who have been appointed on a full-time (1.00 FTE) basis and have been designated by the President or the President's designee as being in a tenure track position.~~

~~3.2.6a. Under special circumstances, if requested by the faculty member and approved by the President or the President's designee, a full-time tenure track appointment may be converted to a part-time tenure track appointment for a specified period, normally not to exceed one calendar year per occurrence. At the conclusion of the approved 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 at least one-half the contract period will not normally 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.~~

~~3.2.7. 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.~~

~~3.2.8. 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.~~

~~3.2.9. Term: Those faculty members at community and technical colleges 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 appointment as tenure track or tenured faculty.~~

~~Non-tenure Track: Those faculty members who have been appointed by the President or the President's designee but 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 part time. 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 positions~~ term positions, and clinical-track positions at BridgeValley shall be appointed to 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 librarian-track positions at any institution may be appointed to one of the following ranks:~~

~~3.4.1. Librarian or Professor/Librarian.~~

~~3.4.2. Associate Librarian or Associate Professor/Librarian.~~

~~3.4.3. Assistant Librarian or Assistant Professor/Librarian; or~~

~~3.4.4. Staff Librarian or Instructor/Librarian.~~

~~3.5.~~ 3.4 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.

~~3.6.~~ 3.5 In addition to those listed above, the College may use ~~o~~Other appropriate titles which more accurately indicate the nature of ~~the~~ a particular position ~~may be used~~.

~~3.7.~~ 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 ~~tenured, tenure-track~~, clinical-track, librarian-track, or term, ~~or non-tenure-track~~ 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.

- ~~3.8. Clinical-track, librarian-track, term, and non-tenure-track faculty hold non-tenure 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 as outlined in the notice of appointment. Since the faculty member thus appointed is not on the tenure track, the notice provisions set out in Section 10.5 below do not apply.~~
- ~~3.9. Non-tenure-track appointments as defined above shall have one of the following titles:~~
- ~~3.9.1. Any of the faculty ranks, but designated visiting, research, clinical, extension, or adjunct, as applicable to describe the connection or function.~~
  - ~~3.9.2. Lecturer or senior lecturer; or~~
  - ~~3.9.3. Assistant, designated as, or adjunct, as applicable to describe the connection or function.~~
- ~~3.10. Non-tenure-track full-time (1.00 FTE) faculty appointments as defined above, may be used if one or more of the following conditions prevail:~~
- ~~3.10.1. The position is funded by a grant, contract, or another source that is not a part of the regular and ongoing source of operational funding.~~
  - ~~3.10.2. 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 (3) years.~~
  - ~~3.10.3. The appointment is for the purpose of filling 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 (3) years.~~
  - ~~3.10.4. 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 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 (6) years.~~

~~3.10.5. The appointee is granted a primary appointment as an administrator or to perform other noninstructional 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 notified in writing of the status of any faculty rank.~~

~~3.10.6. Appointment or reappointment to a non-tenure-track full-time faculty position which creates no right or expectation of continued appointment beyond the one-year period of appointment or reappointment.~~

~~3.11.~~3.7The President or the President's designee shall make all ~~tenured, tenure-track,~~ clinical-track, librarian-track, and term, ~~and non-tenure-track~~ appointments after consultation with appropriate faculty and other collegiate units.

~~3.12.~~3.8Every faculty contract shall be for one ~~(1)~~ 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.

~~3.13.~~3.9Every 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. Full-time faculty appointments other than those designated as clinical-track, librarian-track, term, or non-tenure-track, shall be either tenured or tenure-track.~~

~~4.2.~~4.1All 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.

~~4.3.~~4.2The 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.

~~4.3.2.~~4.2.2The appointee shall render full-time service to the institution. Outside activities shall not ~~be restricted unless such activities or employment~~ 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, ~~research (as applicable)~~ 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 ~~when it interferes with institutional duties and responsibilities~~.

~~4.3.3~~[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.

~~4.3.4~~[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.

~~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 the College may, at the discretion of the President or the President's designee, 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 ~~(2)~~ or more public institutions of higher education in 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, [and](#) raises in salary, ~~and tenure~~: Provided, ~~however~~, that when ~~cause therefore shall~~ [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 ~~campus~~ [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 ~~policy~~ [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 ~~submit an application~~ [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 ~~P~~resident 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 ~~ir~~ [President's](#) designee, following consultation with the appropriate academic units.
- 7.3. Each faculty member shall receive a salary increase of at least ~~ten~~ [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% ~~precent~~ 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. 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 duties and responsibilities. Tenure applies to those faculty members who qualify for it and is a means of making the profession attractive to persons of ability. There shall be demonstrated evidence that tenure is based upon a wide range of criteria, in conformance with this document and appropriate to the mission of the College. Examples appropriate to all units include but are not limited to: excellence in teaching; accessibility to students; adherence to professional standards of conduct; effective service to the institution, College, or department; experience in higher education and at the institution; possession of the earned doctorate, special competence, or the highest earned degree appropriate to the teaching field; continued professional growth; and service to the people of the State of West Virginia. Examples appropriate to some units might include but are not limited to publications and research; professional and scholarly activities and recognition; and significant service to the community. The ultimate authority regarding the application of guidelines and criteria relating to tenure shall rest with the College.~~

~~9.2. In making tenure decisions, careful consideration shall be given to the tenure profile of the institution, projected enrollment patterns, staffing needs, 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 accountability to the citizens of the State as the result of an overly tenured faculty.~~

~~9.3. For community and technical colleges, be fully responsive to the changing needs of their students and clients, the goal in the appointment of faculty is to limit the number of tenured and tenure-track faculty to no more than twenty percent (20%) of full-time faculty employed by the respective community and technical college.~~

~~93.1. 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 (3) years.~~

~~93.2. The employment standing of tenured and tenure track faculty holding appointment at each of the community and technical colleges 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 the President or their designee, following consultation with appropriate academic units.~~

~~9.5. Tenure may be granted at the time of the appointment by the President or their designee, 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 this policy.~~

#### **~~Section 10. Tenure Track Status~~**

~~10.1. When a full-time faculty member is appointed on other than a clinical track, librarian-track, term, non-tenure track or tenured basis, 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 normally shall not exceed seven (7) 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 if the critical year has been officially changed, such appointment to be based upon criteria established by the institution and copies provided to the Board and to the Council.~~

~~10.3.1. The College may establish policies to accommodate unusual situations, such policies to be approved by the Board and reported to the Council.~~

- ~~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 after March 8, 2003, after the decision regarding retention or non-retention for the ensuing year has been made by the institution's 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.~~
- ~~10.6. Notice of non-retention shall be mailed "Certified Mail Return Receipt Requested."~~
- ~~10.7. 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 prejudice further continuation after that additional year.~~
- ~~10.8. Faculty appointed at times other than the beginning of the academic year may choose to have those periods of appointment equal to or greater than half an academic year considered as a full year for tenure purposes only. Such decision should be made at the time of the appointment and must be made by the end of the fiscal year in which the appointment began. Tenure-track appointments for less than half an academic year may not be considered time in probationary status.~~
- ~~10.9. Following receipt of the notice of non-retention, the faculty member may appeal such non-retention decision by requesting from the President or the President's designee a statement of reasons and then filing a grievance as provided in this policy. The request for a statement of reasons shall be in writing and mailed to the President or their designee within ten (10) working days of receipt of the notice of non-retention.~~

## **Section ~~11.2~~ 9.2 Faculty Evaluation**

- ~~11.1.~~ 9.1 All full-time faculty ~~will~~ 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.
- ~~11.2.~~ 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 ~~12.10~~. Dismissal

~~12.1.10.1~~ 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~~ reasons:

~~12.1.1.10.1.1~~ Demonstrated incompetence or dishonesty in the performance of professional duties, including but not limited to academic misconduct;

~~12.1.2.10.1.2~~ 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;

~~12.1.3.10.1.3~~ Insubordination by refusal to abide by legitimate, reasonable directions of administrators;

~~12.1.4.10.1.4~~ 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;

~~12.1.5.10.1.5~~ Substantial and manifest neglect of duty; and

~~12.1.6.10.1.6~~ Failure to return at the end of a leave of absence.

~~12.2.10.2~~ Notice of Dismissal for Cause: The President or the ~~if~~ President's designee shall initiate termination proceedings by giving the faculty member a written dismissal notice ~~s~~ by certified mail, return receipt requested, which dismissal notice shall contain:

~~12.2.1.10.2.1~~ Complete statements of the charge or charges relied upon; and

~~12.2.2.10.2.2~~ A description of the appeal processes available to the faculty member.

~~12.3.10.3~~ Prior to giving the faculty member a written dismissal notice, the President or the ~~if~~ 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.

~~12.4.10.4~~ 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 ~~tenure or~~ 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 ~~13~~11. Termination Because of 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 College as a result of a review of the program, in accordance with the appropriate rule relating to review of academic programs, provided no other program or position requiring equivalent competency exists. If, within two (2) years following the reduction or discontinuance of a program, a position becomes vacant for which the faculty member is qualified, the College 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 campus. Faculty development programs and funds should be used to facilitate such reassignments.~~

~~13.2.~~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 ~~should~~ shall utilize appropriate program change policies.

~~13.3. The dates of formal notification for tenured and tenure-track faculty shall be those specified in this policy.~~

### **Section ~~14~~12. Termination Due to Financial Exigency**

~~14.1.~~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.

~~14.2.~~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:

~~14.2.1.~~12.2.1 A delineation of the rationale used for the determination of a financial exigency;

~~14.2.2.~~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

~~14.2.3.~~12.2.3 A description of the appeal processes available to the faculty member.

~~14.3. To the extent financially feasible, the dates of formal notification for tenured and tenure-track faculty shall be those specified in this policy.~~

### **Section ~~15~~13. Faculty Grievance Procedure**

~~15~~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 ~~16~~4. Alternative Informal Procedure for the Resolution of Conflict**

~~16~~4.1. 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 ~~17~~5. Notification of Terms and Conditions of Faculty Appointments**

~~17.1.~~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.

~~17.2.~~15.2 The letter of appointment or contract ~~should~~ must state the following:

~~17.2.1.~~15.2.1 That the appointment (to the specified position) is offered in

accordance with the provisions of institutional policy;:-

~~17.2.2.~~15.2.2 That the appointment is ~~tenured, tenure-track~~, clinical-track, librarian-track, or term, ~~or non-tenure-track~~ as defined in this policy;:-

~~17.2.3.~~15.2.3 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 or teaching designation, as appropriate; ~~or~~

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

~~17.2.5.~~15.2.4 That the appointment is full-time (1.00 FTE) or part-time with the full-time equivalency (FTE) identified;:-

~~17.2.6.~~15.2.5 That it is a terminal contract (whenever appropriate);:-

~~17.2.7.~~15.2.6 ~~That~~ Whether it is a joint appointment with another institution, with the home institution specified;:-

~~17.2.8.~~15.2.7 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.~~15.2.8 The total salary for the appointment;:-

~~17.2.11.~~15.2.9 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.~~15.2.10 That the specific assignments of the position will be determined by the designated representative of the institution;:-

~~17.2.13.~~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~~:-

~~17.2.14.~~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 ~~should~~ must be specified.

~~17.3.~~15.3 Renewal letters, ~~or~~ letters that simply inform the faculty member of a change in salary, need not contain all the information listed above, but ~~it is appropriate to~~ must refer to the earlier appointment letter or contract.