

## **PERSONNEL POLICIES AND PROCEDURES**

### **Academic Freedom and Responsibility**

To ensure that the college has an instructional program marked by excellence, the Virginia Community College System supports the concept of academic freedom. In the development of knowledge, research endeavors, and creative activities, college faculty and students must be free to cultivate a spirit of inquiry and scholarly criticism. The faculty member is entitled to freedom in the classroom in discussing subject matter but should be careful not to introduce matters that have no relation to the field. Faculty and students must be able to examine ideas in an atmosphere of freedom and confidence and to participate as responsible citizens in community affairs.

The college also recognizes that commitment to every freedom carries with it attendant responsibilities. Faculty members must fulfill their responsibility to society and to their profession by manifesting academic competence, professional discretion, and good citizenship. When faculty members speak or write as citizens, they will be free from institutional censorship or discipline, but special position in the community imposes special obligations. As professional educators, they must remember that the public may judge their profession and institution by their utterances. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not speaking for the institution.

At no time shall the principle of academic freedom prevent the institution from making proper efforts to assure the best possible instruction and academic climate for all students in accordance with the objectives of the institution.

On March 22, 1994, in response to a TCC Faculty Senate recommendation, the College approved as policy the following Academic Freedom and Responsibility definitions and principles:

**Academic Freedom:** The Academic Freedom statement in the TCC Faculty Handbook, taken together with the statements in the VCCS Policy Manual, constitutes the definition of academic freedom and responsibility that is accepted at Tidewater Community College. The statement is derived from the definition of academic freedom adopted by the American Association of University Professors and is the standard generally used by colleges and universities.

**Academic Responsibility:** The definition referred to in the preceding paragraph also reflects the faculty commitment to and acceptance of the responsibility that accrues to college faculty as a result of the broad authority granted to them by the principle of academic freedom. The faculty at Tidewater Community College enthusiastically endorses this concept. It is understood that academic freedom is not academic license. TCC faculty, because of their position both in the college and in the community, have a special responsibility to ensure their conduct is appropriate to the situation, whether in or out of the classroom.

**Faculty Member:** A faculty member is any full-time or adjunct instructor at TCC whose duties include teaching students enrolled at the College. This definition would include administrative and supervisory personnel to the extent that they engage in teaching and professional faculty members in their function as participants in the process of teaching and research.

Academic Officer: Where used in this document, the term academic officer refers to the Academic Deans, the Provosts, and the Vice President for Academic and Student Affairs.

Administrative Officer: The term administrative officer includes all college personnel with supervisory responsibilities not included in the definitions of faculty member or academic officer.

#### Principles:

1. It is the responsibility of the faculty members responsible for a course to agree collegially on the content of that course. It is their further responsibility to ensure that such content conforms to departmental standards, the TCC Catalog, the VCCS Curriculum Guide, and in the case of courses that "transfer," the reasonable expectations of transfer institutions. Finally, it is the responsibility of the faculty teaching a course to ensure that other faculty with a professional interest in the content of a course are consulted. This may involve faculty in other divisions.
2. It is the responsibility of the faculty member teaching a course to ensure that the content of the course as determined above is followed in a professional manner. It is the faculty member's further responsibility to ensure that materials not related to the course are not introduced into the classroom. In the interpretation of this paragraph, the faculty member shall decide what is appropriate and relevant to the course.
3. It shall not be deemed a violation of the academic freedom of a faculty member for an academic officer who supervises that faculty member to inquire into or to ask a faculty member to explain (as distinguished from "justify") a matter concerning any course that the faculty member teaches or plans to teach in the future, in order to ensure that the intent of the above paragraph is carried out. Such matters are a part of the normal supervisory process. However, such inquiries must be conducted in such a way that the faculty member is not made to feel intimidation, pressure to revise course materials, or any others form of coercion that would go beyond a scholarly discussion of the issue among equals.
4. Other than ensuring that the requirements of the above paragraphs are met, academic and administrative officers of the college should not be involved in designing course content.
5. The grade received by a student in a course is a matter between the student and the faculty member. It is the right and duty of a faculty member to decide on an evaluation system for his or her course, to inform the students of the evaluation system, to set the standards for grades, and to assign the appropriate grade to a student. The College recognizes that only the faculty member assigns grades. In cases where a student believes that he or she has been unfairly graded, the student grade appeal procedure provides an opportunity for redress.
6. As long as the classroom policies of the faculty member are consistent with the VCCS Policy Manual and the TCC Catalog, the faculty member has the right to expect academic and administrative officers of the College to support such policies, and college officers have an absolute duty to do so.

NOTE: The grievance procedure outlined in the TCC Faculty Handbook and the VCCS Policy Manual is available to faculty members when they believe an issue of academic freedom is involved in a dispute with a student, an academic officer, or an administrative officer of the college. However, only matters relating to the

application of policy, not policy itself, may be raised under these provisions.

### Adjunct Faculty

Adjunct faculty are employed to teach less than a normal full-time faculty load or to teach less than a full session on a semester-by-semester or summer session basis. The adjunct faculty contract contains no guarantee of continued employment.

### **Employment of Adjunct Faculty**

Tidewater Community College (TCC) shall establish procedures for employment of adjunct faculty in accordance with the policies of the Virginia Community College System (VCCS) and in compliance with the Criteria of the Commission on Colleges of the Southern Association of Colleges and Schools (SACS).

The minimum qualifications for adjunct faculty are identical to those for full-time faculty appointments as listed on the *Normal Minimum Criteria for Each Faculty Rank* (chart VCCS-29, Appendix P). Adjunct faculty are employed as Lecturers I-V, with the lecturer designations equivalent to full-time faculty ranks as follows:

Lecturer I	Assistant Instructor
Lecturer II	Instructor
Lecturer III	Assistant Professor
Lecturer IV	Associate Professor
Lecturer V	Professor

An *Adjunct Faculty Qualification Summary Form HR 66B1* (Appendix M) must be completed for all new adjunct faculty employment (and for any increase in rank). Employment of all adjunct faculty members are done by the recommendation of the appropriate academic dean, with the approval of the provost.

Paperwork for the employment of new adjunct faculty members is sent to the Office of Human Resources accompanied by the appropriate forms. It is the responsibility of the academic deans to ensure that the following forms are completed and submitted to the Office of Human Resources.

1. *Adjunct Faculty Qualification Summary Form HR 66B1* (new employment only)

2. *Official academic transcripts*

3. *Copies of pertinent licenses or certificates*

4. *DPT Form 10-012 (Rev. 3-98) Commonwealth of Virginia Application for Employment*

5. *W-4 and VA-4 forms, Tax Withholding Exemption Certificates*

New tax forms must also be submitted if the lecturer has a change in tax status

or wishes to have additional taxes withheld.

6. *Copy of original Social Security Card*

7. *Employment Eligibility Verification, Form I-9*, along with acceptable documents (*list A, B, C on Form I-9*)

8. *Information Technology Employee Ethics Agreement*

9. *Commonwealth of Virginia's Policy on Alcohol and other Drugs*

10. *Form to assist the Division of Child Support Enforcement*

All completed forms must be submitted to the Office of Human Resources prior to the established payroll deadline in order to insure that the adjunct faculty member is paid in accordance with the pay document. If the appropriate paperwork does not include official transcripts or social security card, new adjunct faculty members will not be placed on the college payroll. All adjunct faculty members must be qualified and entered in the ACCESS database before a contract can be generated.

The above policy addresses only adjunct faculty members who teach. It does not apply to instructional support duties.

### **Compensation of Adjunct Faculty**

Compensation of adjunct faculty are made utilizing the latest edition of the *Temporary Part-time Faculty Appointment Agreement* (Appendix N). This form must be filled out completely and accurately by the academic dean and signed by the appointee, dean, and provost. Signatory authority may not be delegated to other parties.

It is extremely important for accounting and payroll purposes that the correct budgetary department code (FRS) be listed on the *Temporary Part-time Faculty Appointment Agreement*. This form is used as a pay document.

If any changes to the original *Temporary Part-time Faculty Appointment Agreement* occur, the academic dean must:

- a. Notify the District Payroll Office immediately, and
- b. Forward a revised approved agreement to the District Payroll Office.

If any discrepancies are noted, the document will be returned to the academic dean for correction before payment is made to the adjunct faculty member.

Completed *Temporary Part-time Faculty Appointment Agreement* forms will be forwarded to the District Payroll Office by the academic dean for all rehired adjunct faculty members.

### Salary Ranges

Salary ranges for lecturer ranks are as prescribed annually by the VCCS. A copy of the current rates is sent to each academic dean each academic year and is on file in the Office of Human Resources.

#### Effective 1/1/08

		Minimum	Maximum
Adjunct I	(Assistant Instructor)		\$558
Adjunct II	(Instructor)	\$595	\$931
Adjunct III	(Assistant Professor)	\$674	\$1,002
Adjunct IV	(Associate Professor)	\$744	\$1,080
Adjunct V	(Professor)	\$817	\$1,150

#### Effective 1/1/09 (revised 12/11/2008)

		Minimum	Maximum
Adjunct I	(Assistant Instructor)		\$570
Adjunct II	(Instructor)	\$595	\$949
Adjunct III	(Assistant Professor)	\$674	\$1,022
Adjunct IV	(Associate Professor)	\$744	\$1,102
Adjunct V	(Professor)	\$817	\$1,173

### Credit Hour Pay Rate

The credit hour pay rate of adjunct faculty is determined by the credentials of the adjunct faculty member. If the credential of the adjunct faculty member exceeds the minimum criteria as outlined in the VCCS-29, additional compensation above entrance for the rank may be granted with appropriate justification for additional education, related occupational experience, and/or teaching experience. Under no circumstances, may the total credit salary rate exceed the maximum rate for the rank.

### Lecture/Laboratory Pay

In order to provide adjunct faculty who teach lecture and laboratory courses with appropriate compensation, the following procedure is used for determining the workload credits for pay purposes:

Workload Credits = Lecture hours plus one-half laboratory hours.

(Example: DRF 126 [3 credits] has 2 lecture hours and 3 laboratory hours, for a total of 5 contact hours. Workload credits for pay purposes is  $2 + (\frac{1}{2} \text{ of } 3) = 3.5$  workload credits).

### Additional .5 Pay

If any course requires the presence of an adjunct faculty member for more than one day per week, the college may give a .5 workload credit in addition to the workload credits determined by the formula above. If the college elects to give additional credit for multiple meetings, such credit must be applied on a college-wide basis, using the following guidelines.

1. The .5 additional pay will be awarded only one time in any given semester or summer session, even if the adjunct faculty member teaches a course in a special session.
2. If an adjunct faculty member must travel to campus more than one time per week for the same course during a sixteen-week semester, the .5 will be awarded.
3. During the summer session the .5 pay will be awarded for a course that requires twice a week or more travel for the same course.
4. In an eight-week session, the .5 pay will be awarded only if the class meets more than twice per week.
5. No additional .5 pay will be awarded for travel to an off-campus site (including military bases) if that is the normal location of the course for which the adjunct faculty member was hired to teach.

(Examples: [1] DRF 126 – 3.5 workload credits for pay purposes [see above] but if class meets two or more evenings, the workload credits for pay purposes would be  $3.5 + .5 = 4$  workload credits. [2] ENG 111 – 3 workload credits for pay purposes, meets in the summer session twice per week; thus for pay purposes,  $3 + .5 = 3.5$  workload credits.)

### Coordination of Pay Rates Between Campuses

The determination of rank and credit hour pay for individual adjunct faculty members who teach on more than one campus must be coordinated by the academic deans. If an adjunct faculty member teaches at one campus and is requested to teach on another campus, then the rank and credit hour pay determined by the initial dean remains in effect. It is the responsibility of the academic deans to ensure the consistency of rank and credit hour pay of adjunct faculty who teach on multiple campuses.

### Differences in Pay Rates

Compensation for an individual adjunct faculty member may vary from discipline to discipline, particularly where those disciplines are in another degree program as delineated in the VCCS-29. For example, if an adjunct faculty member teaches English but also is qualified to teach automotive courses, then the rate of pay per credit may vary based on the education and work experience of the faculty member and based on the criteria for each discipline as delineated in

the VCCS-29. When this occurs, the academic dean must submit a HR 66B1 form for each discipline and the adjunct faculty will be paid at the rate that is appropriate for each discipline.

### Pay Periods

Adjunct faculty for Fall and Spring Semesters (16-week sessions) will be paid three times during the semester. Adjunct faculty for Summer Sessions (10 week sessions) will be paid two times during the session. Direct deposit of pay is strongly encouraged; forms may be obtained from the campus Business Office. Please consult the appropriate academic dean for the schedule for distribution of checks.

Adjunct faculty teaching short session courses, should contact the division office for specific pay dates.

### Pay Rate Increases

The pay rate for adjunct faculty may be adjusted each year by the state. When this occurs, the pay rate for the individual adjunct faculty member is automatically adjusted. If the adjunct faculty member leaves the employ of the college for a period of two or more years and then returns for employment as an adjunct faculty member, then the pay rate is calculated again as if the person were applying for the first time, using the HR 66B1 form.

### Access to Student Information System

The office of the academic dean enters and maintains the biographic and demographic data for each adjunct faculty member within the college's SIS. The academic dean also serves as the administrative supervisor for the purposes of granting access to SIS for an adjunct faculty member.

A Security Access Request Form (located in the office of the academic dean) must be completed for each adjunct faculty member and forwarded to the college security officer. The adjunct faculty member must complete the Information Technology Employee Acceptable Use Agreement (see Appendix G) and review the security awareness training materials in the Blackboard Course Management System within thirty days of the start of employment with the college. The faculty member should complete the Security Awareness Training Certificate of Completion (see Appendix H) and submit it to the office of the academic dean for retention.

### Addresses

It is important that the Payroll Office maintain a current address for each adjunct faculty member. Notice of change of address should be given to the academic dean or supervisor. In all cases of address changes the following form should be filled out and given to the campus Business Office for forwarding to the Payroll Office:

Name/Address Change Form

The information is necessary to ensure against undue delays in receiving W-2 tax statements.

### Advancement of Rank

If an adjunct faculty member completes additional requirements that meet the qualifications for the next lecturer rank as provided in the VCCS-29, then the pay may be adjusted based on the range within the rank. If the adjunct faculty member believes that an increase in rank is

warranted, it is the responsibility of the individual adjunct faculty member to inform the academic dean in order that an analysis may be done to determine if an increase is in order. If the academic dean determines that an increase is justified, then a new HR 66B1 form must be completed by the academic dean and submitted to the Office of Human Resources for review and action.

### **Affirmative Action Plan and Equal Employment Opportunity Policy**

It has been and will continue to be the policy of Tidewater Community College to provide employment, training, compensation, promotion, and other conditions of employment without regard to race, color, religion, national origin, sex, or age.

Further, it is the policy of Tidewater Community College to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, national origin, sex, or age.

To ensure the effectiveness of this policy, Tidewater Community College's administrative staff has been assigned the responsibility and authority within their respective divisions to assure that managers and employees at all locations, as a basic minimum, comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing equal opportunity without regard to race, color, religion, national origin, sex, or age.

While it is the policy of Tidewater Community College to apply appropriate job-related standards to the conditions of employment and to maintain such standards at a level consistent with the continued growth of the college in a highly competitive economy, it is also the policy to take affirmative action to seek out individuals whose potential has not been developed, with the objective of assisting them to meet these standards.

Tidewater Community College's Affirmative Action Programs are to be updated yearly. Any willful or deliberate violation by any employee of the College's Equal Opportunity policy, or of any procedure devised and implemented to give that policy force and effect, will be cause for appropriate disciplinary action.

Inquiries concerning affirmative action policy should be addressed to Tidewater Community College's Human Resources Office, which is located at the District Office, 253 Monticello Avenue, Norfolk, VA 23510 and by phone at (757) 822-1704.

### **Benefits**

#### Health Insurance

Adjunct faculty may purchase Health Insurance. However, the state does not pay any portion of the premium. Refer to the college's Human Resources website for information on insurance providers that are authorized by the state's Department of Human Resource Management to be paid through payroll deduction.

#### Tax Sheltered Annuities

I.R.S. Code 403 (b) permits institutions of higher education to offer tax sheltered annuity programs to adjunct employees. Refer to the college's Human Resources website for information on companies that are authorized by the state's Department of Human Resource

Management to be paid through payroll deduction.

#### Virginia Credit Union

The Virginia Credit Union, Inc. is an organization owned and operated by its membership and is available to all adjunct employees. Employees may join the credit union at any time and have a payroll deduction deposited into their various accounts. Membership is free, however, there is a requirement of a \$5.00 deposit into a savings account. Contact the Office of Human Resources for a brochure/application packet.

#### Old Dominion University Credit Union

Through an agreement between the ODU Credit Union and TCC, all adjunct employees are eligible to join at any time and benefit from payroll deduction and other services. Contact Human Resources for information.

#### **Direct Deposit**

The college strongly urges that adjunct faculty persons participate in direct deposit. An employee's net pay can be deposited directly into one (1) or two (2) banking establishments to include credit unions. Direct Deposit begins with the first payment after the Direct Deposit authorization form is received. Forms are available in the campus Business Office. Effective 1/1/98 all adjunct faculty persons who do not wish to participate in Direct Deposit will have to sign an Employee Direct Deposit Authorization form, Appendix C.

#### **Evaluation**

Student evaluation forms are administered to all classes taught by adjunct faculty in each semester of each academic year. The appropriate academic dean reviews these evaluations. Conferences between the adjunct faculty member and academic dean are held as necessary. Adjunct faculty may examine the student evaluations in the semester following their completion.

#### **Faculty Grievance Procedure**

##### Purpose

The Grievance Procedure is intended to provide a fair process for resolving complaints or disputes. If a complaint or dispute cannot be resolved through informal discussion, the grievant may pursue the formal Grievance Procedure. This procedure shall include but is not necessarily limited to (i) the Professional Employee's Appointment Policy, (ii) the Procedures for Non-reappointment, Dismissal, Suspension or Reduction in Staff for College Personnel Holding Faculty Rank. Nothing in this procedure is intended to substitute for nor repeal the policies/procedures governing tenured faculty (See the VCCS Tenure Policy).

##### 3.13.0 Definitions

a. Grievance - A grievance is a complaint or dispute between an employee of the college holding faculty rank (the grievant) and an administrator, a faculty member acting in a supervisory capacity, or a member of the classified staff of the college with respect to the application or interpretation of the rules, policies, procedures, and regulations of the college or the Virginia Community College System as they adversely affect the grievant's work activity or terms of employment. Only the application or interpretation is grievable and not the rule, policy, procedure, or regulation itself.

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

b. Management Responsibilities - The State Board reserves the exclusive right to manage the affairs and operations of the VCCS. Except in the case of misapplication or misinterpretation of policy, the following complaints are nongrievable: (i) establishment and revision of wages or salaries, faculty rank classifications or general benefits; (ii) work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the job content; (iii) the contents of ordinances, statutes or established personnel policies, procedures, rules and regulations; (iv) a personnel action within policy and the authority of the person implementing policy, such as: nonreappointment, dismissal, suspension, reduction in force, multi-year appointment, promotion, and demotion; (v) the hiring, promotion, transfer, assignment and retention of employees within the agency; and (vi) the relief of employees from duties of the agency in emergencies.

c. Faculty Member - Faculty members are those employees who hold faculty rank and occupy a permanent full-time or part-time teaching, counselor or librarian position. Restricted faculty members are employees who hold faculty rank and occupy a full-time position which is funded in whole or in part by non-state revenues or has been accepted under special conditions or which is identifiable as non-continuing in nature.

d. Administrators and Professionals - Administrators and professionals shall be defined as those employees who hold faculty rank and occupy a permanent full-time or part-time administrative and professional position as defined in the Governor's Consolidated Salary Authorization for Institutions of Higher Education, except counselors or librarians. Restricted administrators and professionals are employees who occupy a position funded in whole or in part by non-state revenues or has been accepted under special conditions or which is identifiable as non-continuing in nature.

e. Adjunct Faculty - Adjunct faculty are employed to teach less than a normal faculty load or to teach less than a full session on a semester by semester or summer term basis. The adjunct faculty contract contains no guarantee of continued employment.

f. Law - The term law used herein includes all Federal and State court decisions, all Federal and State statutes, and all lawful regulations and policies emanating therefrom. The Attorney General's Office may provide advice and guidance with respect to questions of law. Upon request, interpretations of policy, rules and procedures shall be provided by the Chancellor.

### 3.13.1 Procedure

#### a. Informal Resolution Prior to Filing the Grievance

- Informal Meeting - When a complaint or dispute arises, the first step must be an informal meeting between the complainant and the immediate supervisor. This meeting shall take place within twenty (20) workdays of the occurrence which gave rise to the complaint or dispute or when the complainant should have reasonably known of its occurrence.

- Arbitration - After the informal meeting, the parties to the complaint or dispute may agree in writing to submit the problem to arbitration by some person on whose appointment they both agree. If the decision of the arbitrator is agreeable to both parties, they should sign a written statement of the dispute's resolution, a copy of which will be given to each party. The decision may be implemented provided it is within the authority of the parties involved and is within policy. The parties have ten (10) workdays from the date of the informal meeting to try to reach agreement by arbitration. If agreement is not reached within that time, the complainant has ten (10) workdays in which to file the grievance.

b. Grievance Level One - Immediate Supervisor

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

c. Grievance Level Two – Vice President or Equivalent Position

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

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

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

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

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

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

- Ad Hoc Hearing Committee

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

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

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

- General Provisions

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

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

- Election of Prospective Committee Members

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

- Appointment of Ad Hoc Hearing Committee

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

- Eligibility for Committee Membership and Challenges to Committee Members:

All prospective committee members shall be eligible to serve on an ad hoc hearing committee except any supervisor or administrator

who has rendered a decision on the issue. No person who serves at one step of the grievance procedure shall be eligible to serve at any other step. At the time of the appointment, each party to the dispute is permitted two challenges of members of the ad hoc hearing committee. It is not necessary to submit proof of bias. When any member of the committee is challenged, that person is replaced by lot. The selection of the committee members and the challenge process shall take place in a meeting with both parties to the dispute present. The committee shall then proceed under the normal time frame requirements established for the particular procedure. The committee shall select its chairman.

- Role and Function of Ad Hoc Hearing Committee

The role and function of the committee is to determine whether the challenged action is within policy and the authority of the person taking the action, and provide a written report of findings of fact and the decision. Committees may not exceed the scope of the purpose for which the committee was established (see definition of grievance above, Paragraph II.A.).

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

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

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

f. President's Hearing

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

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

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

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

- Each side of the grievance shall have the right (1) to present relevant information or witnesses; (2) to question all witnesses; (3) to examine all documents and tangible evidence presented; (4) to receive at no cost a copy of the evidence, the documents and a transcript of the proceedings. A verbatim transcript shall be provided in audio form and in written form if requested by either party.
- The chairman/president shall be the presiding officer and rule on objections and govern the proceedings. The chairman/president may require each side to make brief opening and/or closing statements, with the grievant making the second presentation. The chairman/president will designate the time allowed for this purpose and allow neither party to exceed the allotted time, except upon petition. If the petition is granted, both parties involved will be given equal additional time. The chairman/president shall begin and end the hearing, as appropriate, and may grant a recess or continuance as required.
- Governing rules of procedure should be established in writing by the committee/ president, and made known to all parties involved at least seven (7) days prior to the commencement of the hearing. The hearing is not intended to be conducted as court proceedings,

and the technical court rules of evidence are inapplicable. The committee/president should consider all reliable and relevant information presented. Hearsay evidence may be admissible if the committee determines that such evidence is reliable and relevant to the issue under consideration.

h. Grievance Level Four - State Appeals Panel

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

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

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

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

- Purpose: To provide a uniform and fair selection of prospective panel members and the appointment of the State Appeals Panel from college personnel holding faculty rank.
- General Provisions: Each college shall identify a list of prospective panel members for service on the State Appeals Panel for the purpose of conducting the Faculty Grievance Procedure.

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

Appeals Panel within ten (10) work days of the receipt of the appeal by the State Board Appeals Officer.

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

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

j. Role and Function of the State Appeals Panel:

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

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

The decision of the State Appeals Panel will be forwarded, in writing, to the person submitting the appeal and the president of the appellant's college within ten (10) workdays after the decision is made. The Panel may extend the ten (10) workday period, for good cause, to the earliest

practical date. The decision of the State Appeals Panel shall be final under the provisions of this grievance procedure unless the State Board on its own initiative should decide to reverse or modify the Panel's decision as contrary to law or policy. Except in the case of a job termination, there is no right to appeal to the State Board. In the case of a job termination, including a reduction in force meeting the terms of this policy, either party may appeal the Panel's decision to the State Board.

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

### 3.13.2 Time Limitations

- a. Extension of Time: It is important to good relationships that grievances be initiated and processed as expeditiously as possible. The time limitations specified for either party may be extended by mutual written agreement.
- b. Effect of Failure to Initiate a Complaint or Dispute Within Time Limit: A failure to raise the complaint or dispute within the time limits of paragraph III.A.1. and 2. shall result in the loss of the right of the grievant to further appeal.
- c. Effect of Failure of Grievant to Appeal Within Time Limit: If there is no mutual written agreement to extend the time limits set herein, and if a decision at one level is not appealed by the grievant to the next level of the procedure within the time limit specified, the right of the grievant to further appeal is terminated.
- d. Effect of Failure to Respond to Grievant Within Time Limit: Failure at any level of the grievance procedure to initiate communication of a decision to the grievant within the specified time limit shall result in an automatic right of appeal to the next level of the procedure. The appeal must be made by the grievant within the time frame which would have been allotted had the decision been communicated by the final day; otherwise, Paragraph IV.B. above shall apply.

### 3.13.3 General Provisions

- a. Identification: All written grievances and appeals shall identify the name and position of the aggrieved party, the name and position of the party or parties against whom the grievance is filed, the date of filing, a concise statement of the nature of the grievance, the specific rule, policy, procedure, or regulation of the VCCS or the college which has allegedly been misapplied or misinterpreted, how it was misapplied or misinterpreted, and the specific redress being sought by the grievant.
- b. Avoiding Interruptions: In pursuing the provisions of this procedure, every effort shall be made to avoid interruptions of classroom activity and other college functions and the unnecessary involvement of students or others not directly involved in the act being grieved or the grievance process itself.

c. Informal Discussion: Nothing contained herein shall be construed as limiting the right of the grievant to discuss the matter informally with any appropriate member of the college. If the grievance is settled informally and/or the grievant withdraws from the procedure at any level, such a settlement shall be deemed a final resolution and shall be entered in the records as such (see paragraph V.E.).

d. Clarification of Administrative Structure: It shall be the responsibility of each college president, where necessary, to provide a clarification on the relationship of Levels One through Three to the college's administrative structure. The term "immediate supervisor", as used herein, refers to the first line of administration.

e. Placement of Records: Once a grievance has been formally filed (Grievance Level One), a record shall be kept in the Human Resources Office. After final resolution of the grievance, only the rendered decision shall be placed in the personnel file of each party to the grievance.

The record of the case shall be treated with the same confidentiality as other personnel records.

f. Applicability to Temporary Faculty Members: When a temporary part-time faculty member (P-14) has a grievance, the same procedures as set forth herein shall apply except that the procedure shall end at Level Two.

g. Applicability to Administrators and Professionals: When an administrator or professional has a grievance, the same procedure as set forth herein shall apply.

h. Representation by Legal Counsel: In order amicably to promote the informal resolution of potential grievances, legal counsel may not participate prior to Level One. Both parties to the grievance have the right to employ legal counsel, who may be present and participate at any level of the formal grievance procedure. Any party intending to have legal counsel present at the hearing must notify the other party to the grievance of that intent.

i. Timing: The grievance procedure at the institution (absent agreement otherwise) should take place when the parties are under contract and during regular working days.

j. Public Statements: Except for such simple announcements which may be required covering the time of hearings and similar matters, public statements and publicity about a case shall be avoided by all parties so far as possible until all proceedings have been completed.

k. Academic Freedom: Nothing in this policy shall be used to restrain faculty rank employees in their exercise of constitutional rights or academic freedom as set forth in the Statement of Academic Freedom and Responsibility adopted by the State Board.

l. Job Termination: The initial recommendation of job termination may be issued from the vice president/provost or the president instead of the immediate supervisor. In all such cases, the faculty member shall be notified of the identity of the person making the initial recommendation. All subsequent proceedings shall begin at the appropriate level (vice president /provost or president) and recommendations of lower level administrators, if any, shall be included in the record for future consideration.

m. Delivery of Notices: When giving notice of action or requesting appeal, it is the author's responsibility to make all reasonable effort to ensure that the person(s) designated to receive such notices and requests receive them personally. Personal delivery by the author for which a receipt is obtained or certified mail with return receipt should be used for the delivery of notices and requests.

### **Fall Orientation**

All adjunct faculty are required to attend a fall orientation meeting on the campus where they teach. If an adjunct faculty member teaches on more than one campus, then she/he will attend a meeting at one campus and provide the academic dean on the other campus documentation of this. This attendance at orientation is a condition of employment at Tidewater Community College. The appropriate academic dean must approve any exception.

### **Intellectual Property**

The VCCS policy regarding intellectual property can be found in Section 12 of the VCCS Policy Manual. The Policy Manual can be accessed at [www.vccs.edu/vccspol.htm](http://www.vccs.edu/vccspol.htm).

### **Maximum Teaching Credit Hours**

No adjunct faculty member will be assigned more than the equivalent of 11.9 credit hours for regular session and 7.9 credit hours for summer session without prior approval from the Vice President for Academic and Student Affairs. Exceptions to the credit hour maximums must be recommended and approved by the appropriate academic dean and the provost before submission to the vice president.

### **Office Hours for All Adjunct Faculty**

Adjunct faculty usually are required to provide a minimum of one hour per week for each course taught for student advising and related activities. These hours should be posted and included in course outlines in an appropriate location. In order to promote the availability of faculty to work with individual students, adjunct faculty will be required to spend time on campus in addition to regular class hours for the course being taught. Adjunct faculty may meet this requirement by (1) being available in the classroom the required number of office hours before and/or after the normal hours for the course if the classroom is available at such hours; (2) adjunct faculty may have space in a group office room where a desk or file drawer may be available to the adjunct faculty member; (3) adjunct faculty may share the regular office of a full-time member and/or (4) any other appropriate arrangement for adjunct faculty office hours.

### **Political Activities**

The College recognizes and encourages the exercise of the right of the faculty, as citizens, to engage in political activities on their own time. The College recognizes, however, that the College property and class time, paid for by all the people, will not be used for partisan political purposes.

### **Recognition**

Recognition is given for 5, 10, or 15 years of service. Currently, 15 years is the maximum number of years because the records that Institutional Effectiveness uses to determine eligibility

go back to 1988, which, as you may recall, was the start of the semester system. (When we get to 2008, we can add recognition for 20 years of service). Although some people may have been with the college before 1988, this is the data that we have to work with in determining eligibility.

How a year is determined. For this purpose, a year equals teaching for two semesters--fall or spring in any combination. (Summers are not counted, nor are the number of courses). Thus, it is not the year a person started, but the accumulation of semesters since Fall 1988, divided by 2, which gives the years of association. Again, this is consistently applied to the data.

When recognition occurs involves the milestone concept. Although a person may have been with us a long time, the point of recognition occurs when the 5, 10, or 15 milestone is reached. Hence, a person who had eleven years when we started this process in 2003 would have to wait for four years to be recognized, presuming that he or she taught the required number of semesters in the interval. The thinking here is similar to how full-time employees are recognized for years of service to the state. The Awards and Recognitions Program is held in April of each year.