

elements which need to be incorporated by the University as it formulates institutional policy relating to faculty issues as required by HEP Series 9.

1.2. Authority W. Va. Code §§ 18B1-6, 18B1-4, and 18B7-4, and Higher Education Policy Commission Series 9

1.3. Effective Date April 21, 2020

1.4. Revision of Former Policy Repeals and replaces Series 36 of Title 131 Procedural Rule of the Board of Directors of the State University System of West Virginia effective July 30, 1997, and Glenville State University Policy 18 – Academic Freedom, Professional Responsibility, Promotion, and Tenure [2004].

18.2. Academic

a specified time period, normally not to exceed one calendar year per occurrence. At the conclusion of the approved time 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.

3.3.1. Professor;

3.3.2. Associate Professor;

3.3.3. Assistant Professor or

3.4. Faculty appointed to clinical track positions shall be appointed to one of the following ranks:

3.4.1. Professor with the designation of;

3.4.2. Associate Professor with the designation;

3.4.3. Assistant Professor with the designation, or

3.4.4. Instructor, with the designation

3.5. Faculty appointed to librarian track positions at Glenville State University may be appointed to one of the following ranks:

3.5.1. Librarian;

3.5.2. Associate Librarian;

3.5.3. Assistant Librarian; or

3.5.4. Staff Librarian

3.6. Clinical track and librarian track faculty hold appointments that are not subject to consideration for tenure, regardless of the number, nature, or time accumulated in such

clinical track, librarian track, 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.

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

3.11. Non tenure track appointments shall have one of the following titles:

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

3.11.2. Lecturer or senior lecturer;

3.11.3. Assistant, designated as research, clinical, or adjunct, as applicable to describe the connection or function.

3.12. Non tenure track full time (1.00 FTE) faculty appointments may be used only if one or more of the following conditions prevail:

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

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

3.12.3. 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 years.

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

3.12.5. The appointee is granted a primary appointment as an administrator or to perform other non instructional duties, with a secondary appointment an

4.3.2. If outside employment or service interferes with the performance of the regular institutional duties and responsibilities of the appointee, the President or his/her 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 appointees as are warranted by the appointee's services lost to the institution and by the appointee's use of institutional equipment and materials, or (c) dismiss for cause as set out in Section 12 below.

4.3.3. The University may permit and encourage a reasonable amount of personal professional activity, such as consulting, by a faculty member outside the faculty member's duties and responsibilities of employment by and for the University, provided such activity: (1) further develops the faculty member professionally and (2) does not interfere with duties and responsibilities to the University.

4.4. If the status of a faculty member changes from non tenure track, clinical track or librarian track to tenure track, the time spent at the University may, at the discretion of the President or his/her designee, be counted as part of the tenure track period.

18.5. Joint Appointments

5.1. If, in the event, a faculty member has a joint appointment to Glenville State University and another higher education institution, the following will apply:

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

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

5.3. Full time faculty members appointed under joint or contractual appointments shall continue to be considered full time employees of the "home campus."

18.6. 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. Glenville State University shall establish a policy regarding emeritus status and file the policy with the Policy Commission and the Board. There is no salary or emolument attached to the status other than such privileges as the institution may wish to extend.

18.7. Promotion in Rank

7.1. Within the following framework, Glenville State University shall establish, in cooperation with the faculty or duly elected representatives of the faculty, guidelines and criteria for promotion in rank, such guidelines to be in conformity with institutional guidelines:

7.1.1. There shall be demonstrated evidence that promotion is based upon a wide range of criteria, established by the University and in conformance with this document and appropriate to the mission of Glenville State University. Examples

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

18.10. Tenure Track Status

10.1. When a full time faculty member is appointed on other than a clinical track, librarian track, 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 to the individual concerned.

10.3. The maximum period of tenure track status normally shall not exceed seven years. Before completing the penultimate year (the "critical year") of a tenure track appointment, any non tenured faculty member shall be given written notice of tenure, or offered a one year written terminal contract of employment. During the tenure track period, faculty members may be granted tenured appointment before the sixth year of service if the critical year has been officially changed, such appointment to be based upon criteria established by the District of Columbia Board of Regents.

10.8. Failure to provide timely

assigned duties;

12.1.5. Substantial and manifest neglect of duty; and

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

12.2. Notice of Dismissal for Cause: The President or his/her designee shall initiate proceedings by giving the faculty member a written dismissal notice by certified mail, return receipt requested, which dismissal notice shall contain:

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

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

12.3. Prior to giving the faculty member a written dismissal notice, the President or his/her 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 designee prior to the effective date to refute the charges.

12.4. Faculty who refuse to sign or execute an offered annual contract or notice of appointment 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.

18.13. 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 Glenville State University 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 years following the reduction or discontinuance of a program, a position becomes vacant for which the faculty member is qualified, the campus 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. Campus policy for accommodating major reduction in, or discontinuance of, an existing program shall be developed through a collaborative assessment by representatives of administration and faculty, approved by the governing board, and reported to the Policy Commission prior to implementation. Campuses should utilize appropriate program change

policies.

13.3. The President or his/her designee shall initiate proceedings by giving a faculty member written notice of such non retention by certified mail, return receipt requested.

13.4. The dates of formal notification for tenured and tenure track faculty shall be those specified in Section 10 of this policy.

18.14. Termination Due to Financial Exigency

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

14.2. The President or his/her designee on a campus 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. A delineation of the rationale used for the determination of a financial exigency;

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

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

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

18.15. Faculty Grievance Procedure

15.1. A faculty member wishing to grieve or appeal any action of the institution or Governing Board may utilize the procedure set out in W. Va. Code § 6C-2-1, et seq.

18.16. Alternative Informal Procedure for the Resolution of Conflict

16.1. The University may provide alternative procedures to those set out in West Virginia Code § 29-6A for the resolution of conflicts.

18.17. Notification of Terms and Conditions of Faculty Appointments

17.1. Glenville State University 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 University 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.

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

17.2.1. That the appointment (to the specified position) is for a term of _____ years, beginning on _____, 20____, and ending on _____, 20____.

part of the contract only if they are signed by the faculty member and the designated representative of the University.

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

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