



**Clovis  
Community  
College**

**Faculty**



# Employee Handbook



# FACULTY HANDBOOK

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**Clovis  
Community  
College**

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## I. EMPLOYMENT DEFINITIONS, POLICIES, AND PRACTICES

### *THE FACULTY HANDBOOK*

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All statements contained in the Faculty Handbook represent general policies, procedures, and practices and do not constitute contractual commitments on the part of the College nor do they grant a right to any faculty member to be continued as a faculty member at Clovis Community College. Statements contained in the Faculty Handbook are not intended to limit the right of Clovis Community College to discharge its faculty members. Amendments to these personnel policies, procedures, and practices are subject to change at the College's discretion in order to maintain its legal compliance, operational effectiveness, and the mission of the institution. Upon amendment of any part of this handbook, the College will use normal communication channels to apprise faculty members in a timely fashion, of such changes and their anticipated effect.

Amendments may be enacted by the Board of Trustees, or proposed by President's Council, FACCC Committees, and individual faculty members. Proposed amendments by faculty members or faculty committees must be approved by majority vote of the FACCC. Proposed amendments by faculty members must be presented to faculty members a minimum of ten working days prior to the vote. Proposed amendments shall be presented to President's Council at their regularly scheduled meeting for comments. The President will present recommendations of proposed amendments to the Board of Trustees. Amendments will include an effective date which will be approved by the Board of Trustees.

These policies apply only to full-time faculty employed at Clovis Community College and do not apply to part-time or emeritus faculty except specifically set forth herein.

Clovis Community College shall retain the right, in accordance with applicable Federal and State laws and Board of Trustees policies, to determine the mission of the College and its constituent sub-divisions; to set standards, to exercise control and discretion over the College organization and its operations; to maintain the efficiency of the operations entrusted to the administration; and to take whatever actions may be necessary to carry out the functions and mission of the College.

The most recently approved version of the handbook will supersede all previous handbooks or unwritten policies. It is the faculty member's responsibility to become familiar with the contents of this handbook and abide by the policies and procedures herein.

### *EQUAL EMPLOYMENT OPPORTUNITY POLICY*

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Clovis Community College is committed to equitable treatment of all faculty members and applicants for employment without regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, spousal affiliation, gender identity, veteran's status, physical or mental disability or serious medical condition. Equal employment principles are intended to assure that everyone will be equally considered for all aspects of employment including but not limited to:

- Hiring and firing
- Compensation and classification
- Transfer, promotion, discipline, demotion, and layoff
- Fringe benefits, leave plans, and retirements plans
- Training
- Use of college facilities

The Equal Employment Opportunity Policy is a set of procedures to ensure every good faith effort has been made to obtain a diverse workforce dedicated to the mission of the College. Obtaining and maintaining a qualified representative work force in all levels of employment that includes minorities, women, older workers, disabled persons, Vietnam-era veterans, and disabled veterans is the specific purpose of the policy.

Procedures promulgated are intended to provide input for monitoring all stages of recruitment and hiring processes. These procedures will further allow the Office of Civil Rights and the Office of Federal Contract Compliance to judge the effect of this policy. Failure to comply with the established Equal Employment Opportunity procedures by any department may result in the reopening of a position by the Human Resource Services Office.

All Clovis Community College administrators, directors, division chairs, and supervisors are responsible for ensuring that all personnel in areas under his/her supervision understand the intent and the provisions of the Equal Employment Opportunity Policy. Every Clovis Community College faculty member is responsible for furthering the principle of equal employment opportunity in their everyday interactions.

Clovis Community College determines what constitutes qualifications for any particular position. All job descriptions and/or specifications will be monitored for consistency and for inappropriate language that is detrimental to hiring of minorities. Selection and placement of faculty members into various levels of management are open to all without restriction. The College's contractors, vendors, and suppliers are responsible for compliance with the Equal Employment Opportunity (EEO) Policy.

The Director of Human Resource Services is responsible for implementing the program, directing the program and working toward the elimination of any policy, which has the effect of discriminating against the employment of minorities.

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## ***AMERICANS WITH DISABILITIES***

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Clovis Community College shall not discriminate against any qualified individual with a disability with regard to any term, condition, or privilege of employment in accordance with the Americans with Disabilities Act of 1990 and the ADA Amendments Act (ADAAA) of 2008. A qualified individual with a disability is an individual who meets the skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Clovis Community College determines what constitutes qualifications for any particular position. All job descriptions and/or specifications focus on the purpose of the job and the importance of the essential job functions in achieving this purpose. Focus will be on results or outcome of the function and not solely on the way it is customarily performed.

An individual with a disability is a person who has:

- A physical or mental impairment that substantially limits one or more major life activities
- A record of such an impairment
- Is regarded as having such impairment

Alcoholism and drug addiction are included as disabilities. However, the individual will be held to the same qualification, performance and behavioral standards to which all faculty members are held. Alcoholism or drug addiction that interferes with job performance, such as excessive absenteeism or disruption in the workplace, can lead to termination.

The Director of Human Resource Services shall serve as the Americans with Disabilities Act (ADA) Coordinator for all requirements associated with personnel/human resources. In the event a faculty member has a disability and requires special accommodations, the faculty member should contact the Executive Director for Business and Government Relations.

## ***FACULTY CLASSIFICATIONS***

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Persons who hold appointments as instructors and whose primary assignment is to provide quality credit bearing instruction at the Clovis Community College shall be classified as faculty. The major emphasis shall be on teaching by working with students in classrooms, laboratories and individual conferences. Four distinct classifications of instructors exist: Full-time; division chair; part-time; and emeritus. Each faculty member will have a written employment contract with the College which reflects the terms and conditions of employment. Faculty classifications are described as follows:

### **FULL-TIME FACULTY**

Full-time faculty members are those who are contracted to teach a regular teaching load (15 semester class hours per spring and fall academic semester). A regular teaching load may include online or hybrid classes. Additional classes must be approved by the Executive Vice-President. Over fifteen (15) semester class hours is considered an overload. Overloads will be paid at the current part-time rate. A course load may not exceed a maximum of twenty-one (21) credit hours per semester except in situations where no other faculty member is available to teach a particular class and must have the approval of the President. Faculty members will teach combinations of day, evening, weekend, and distance learning classes depending on the needs of the College.

The contract status of a full-time faculty member will be defined under one of four categories: Tenure contract; continuing contract; probationary contract; or resource contract. Contracts are issued for either a 9-month or an 11-month period.

During the third probationary contract year, each full-time probationary faculty member shall have the option to apply for continuing contract status or declare intent to apply for tenure contract status during the sixth probationary year. Failure to apply for continuing contract or to declare intent for tenure application by the Thanksgiving break of the third year will result in a terminal one-year contract for a last or fourth year. (See Appendix A) The faculty member who has elected to seek tenure status shall remain on probationary contract status, subject to annual renewal at the option of the College. Details for eligibility of tenure and continuing contracts are outlined in the appendices of this document. Each category or contract type has its own provisions and requirements. Further definition and distinction among the full-time faculty contracts are as follows:

***Tenure Contract:*** An optional arrangement under which faculty appointments are continued until retirement, subject to dismissal for cause or unavoidable termination resulting from financial emergency or discontinuation of programs. Eligibility for tenure status is contingent upon performance as a faculty member. Guidelines for consideration with respect to performance must be met according to the criteria specified in Appendix A. Generally, a faculty member must have served a probationary period of six (6) years before tenure status would be considered for approval. Exceptions to this probationary time limitation could occur upon the initial appointment of a faculty member who has distinguished merit. Probationary faculty members serve under one-year probationary contracts and will be considered for tenure during the sixth full nine- or eleven-month contract period, and if tenure is not awarded, a terminal one-year contract will be offered for a last or seventh year. At any time during a tenure contract a faculty member may be dismissed for cause. Due process will be provided in the event that cause for dismissal occurs during the tenure contract. Notice of reappointment or non-reappointment for probationary faculty members

will usually occur no later than March 1<sup>st</sup>, during the probationary contract period.

**Continuing Contract:** An optional arrangement under which a full-time faculty appointment is continued for three (3) years at a time subject to annual review until retirement. Dismissal for cause or unavoidable termination resulting from financial emergency or discontinuing of programs may also occur during a continuing contract.

Eligibility for such an appointment will be contingent upon performance and distinction as a faculty member. Guidelines for consideration of performance are specified in Appendix A of this document. Other eligibility requirements are that the faculty member being considered:

- Must not have achieved tenure status at Clovis Community College
- Was employed at the campus after August, 1984
- Has served a probationary period not less than three (3) and not more than three years and one semester

Faculty members who have completed the designated probationary period and who have not declared intent to seek tenure status will either be awarded a three (3) year continuing contract or not reappointed.

Continuing contracts may not be for a period exceeding three (3) years, but after each year of satisfactory performance, the contract shall be extended so as to remain a three-year commitment so long as performance remains satisfactory. Should performance in any year be unsatisfactory, the contract will be reduced to two (2) years. In the event performance remains unsatisfactory during the following year, the contract will not be extended, and the commitment will be reduced to one (1) year. If performance remains unsatisfactory during the third and final year, there shall be no obligation to reappoint. At any time during the continuing contract, a faculty member may be dismissed for cause. Due process will be provided in the event that cause for dismissal occurs during the period of continuing contract. Notice of non-renewal will usually be provided by March 1<sup>st</sup> each year.

**Probationary Contract:** An arrangement under which a faculty member serves under one-year term contracts and is subject to renewal for a probationary period not to exceed three years and one semester if he or she has opted for continuing contract status consideration or not to exceed six years and one semester if there has been an option for tenure status consideration. Further, if the institution, in its sole discretion, determines that it is in the best interest of the institution not to reappoint a probationary faculty member, there shall be no obligation to reappoint nor provide reasons for non-reappointment. An instructor first employed on a full-time probationary contract in the spring semester will remain on first probationary year contract status through the following academic year.

**Resource Contract:** An arrangement under which a full-time faculty member is appointed for a specific time only and is not entitled to notice of non-reappointment. Faculty members employed under a resource contract do qualify for the same benefits as continuing faculty. Return to work faculty will be appointed on Resource Contracts only.

## **DIVISION CHAIR**

Division chairs are those who are contracted to teach classes and perform the following responsibilities: scheduling all courses for the division; coordinating and submitting all book orders for the division; coordinating or leading all curricular updates and changes; facilitating program reviews, catalog changes, and degree updates; exploring and developing new programs within the division; recruiting part-time faculty; mentoring part-time faculty; attend Division Chair and Curriculum Council meetings; oversee assessment of responsible area; and act as the first line of appeal in student complaints and instructional concerns involving any instructor. Division chairs are responsible for ensuring accurate leave information is provided to Human Resource Services in a timely manner.



As requirements, the Division Chairs must have a master's degree and continuing contract or tenure status. The Division Chair contract is separate from the regular faculty or other contract and may be terminated without affecting the other contract

Contracts for Division Chairs are issued for an 11-month period. Due to the other responsibilities of the position, a division chair will not teach a regular teaching load of fifteen (15) semester class hours. The teaching load for each division chair will be determined by the size and responsibilities of the division and other factors as determined and agreed upon by the Executive Vice President.

***Division chair compensation:***

Release time and stipend will be determined according to the size of the division. The Division Chair stipend is paid twice a contract year.

**PART-TIME FACULTY**

Part-time faculty members are instructors who contract for a specific term only. The assignment does not carry the expectation of continuing employment. Professional and support employees may accept a part-time faculty contract upon approval of the Executive Vice President. A Teaching Approval form is required from professional and support employees teaching part-time.

**LIMITATIONS:**

Part-time faculty members do not:

- Accrue personal time
- Accrue medical leave
- Receive pay for holidays not worked
- Receive group insurance privileges
- Receive flexible cafeteria plan privileges
- Receive pay for early closure of the campus due to inclement weather, etc.
- Receive free use of HPE facilities unless they use a tuition waiver to register for a HPE class

Part-time faculty members who are not already employed by the College will receive a tuition waiver for four (4) credit hours toward any Clovis Community College class. Part-time faculty members may be released from employment at any time without cause or prior notice and do not have recourse within the grievance process.

**EMERITUS FACULTY**

***Eligibility requirements are:***

- Twenty (20) years service at Clovis Community College as a full-time faculty member or an administrator at the Dean/Division Chair/Director level or higher with good standing at the time of retirement
- Formal retirement from Clovis Community College as evidenced by ERB status upon their separation from service. Human Resource Services Office will confirm eligibility
- Emeritus status must be applied for based upon the previous requirements

***Eligible incumbents will:***

- Be provided business cards and ID Cards at College expense
- Be formally invited to participate in graduation exercises at CCC. Individuals will use previously supplied academic regalia or supply their own.
- Be eligible to keep their e-mail address at CCC

The Emeritus designation implies no other privileges other than those enumerated in this policy. Emeritus status may be revoked at any time by the Board of Trustees for violations of any of the campus codes of conduct or any other actions deemed inappropriate. The ID card remains College property and must be returned to the College if Emeritus status is revoked.

## ***RIGHTS, PRIVILEGES, AND RESPONSIBILITIES***

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Significant rights, privileges and responsibilities of faculty members are defined in this document. In addition, other rights, privileges, and responsibilities of faculty members are elaborated in the faculty contract, the Clovis Community College Governance Document, the College Policy Manual, the Instructional Procedures Manual, and any other job description or agreement relating to a special role or assignment the faculty member may have.

Faculty, as members of the College community, have the rights, privileges, and responsibilities of all citizens. Among those rights are freedom of speech, freedom of press, freedom of peaceful assembly and association, and the right to personal privacy. Based on the premise that institutions of higher education are conducted for the common good and that the common good depends upon the free search for truth through inquiry and its free expression without intent to do personal harm, the following statements are adopted as College policy.

Each faculty member is entitled to full freedom in the classroom or laboratory in discussing the subject which he or she teaches. The faculty member shall exercise this freedom in a responsible professional manner. Teaching controversial matter, which has no relationship to the subject, is not acceptable.

Each faculty member has the right to speak, write, and act as a citizen of his or her nation, state, and community, as that right is guaranteed by the Constitution of the United States, without fear of institutional censorship or discipline for the exercise of those rights. When the faculty member speaks, writes, or acts as a private citizen, he or she must make clear that he or she does not speak or act on behalf of the College. The faculty member shall not use the official College stationery in exercising this right.

Each full-time faculty member is generally expected to be accessible to students for advisement, counseling, academic planning, and career guidance in addition to his or her normal teaching assignment or those assignments defined by contract. Preparation for classes, grading exams and assignments, and other institutional duties require considerable office time. Due to this expectation, the faculty members will identify five (5) office hours per week to be posted at the beginning of each semester and submit a schedule of such office hours for approval of the Executive Vice President. Office hours and course load must span a four-day period. Other faculty responsibilities include, but may not be limited to the following requirements:

- Each instructor will have a syllabus for each course taught. Course syllabi are due in the office of the Executive Vice President according to the schedule published in the academic calendar or by arrangement with the Executive Vice President. The syllabus should include a course outline and objectives, office hours of the instructor, an explanation of grading practices, a schedule of major activities, and statement of significant academic policies.
- Each instructor must meet assigned classes at the prescribed times and locations. Faculty members should begin and dismiss classes according to the schedule and in the event of unscheduled absences, promptly report to the Division Chair or Executive Vice President the reason or reasons for the absence and/or how students will make up their loss of instruction.

- Each instructor is expected to assist with registration of students each semester while under contract.
- Each instructor is expected to maintain class rolls with attendance information and a record of grades in order to properly document student performance.
- Each instructor is expected to submit timely records of grades through the online student system.
- Each instructor is expected to attend faculty meetings, convocations, and fulfill committee service responsibilities. In the event that meetings are scheduled during teaching time, classes will take precedent over the meetings.
- Each instructor is expected to refer special problems of students and report activities or events which may affect the welfare of the students, faculty, staff, or administration to the appropriate supervisor.
- Each instructor is expected to participate in procedures arising from the Grade Appeals Policy as specified in the College catalog. When terminating employment at Clovis Community College, the instructor is required to submit copies of grade records from the most recently completed semester for possible use in the event of a grade appeal following the instructor's departure.
- Each instructor is expected to submit goals and objectives/self report which will include a summary report of assessment activities to the Division Chair annually.

#### **FACULTY ABSENCES:**

In the event a faculty member becomes ill, incurs an emergency, or is absent and unable to conduct class, the Division Chair or the Office of the Executive Vice President must be notified. The Executive Vice President or Division Chair must approve any alternate plan for the class. If possible, video tape your lecture, arrange for a guest lecturer, or provide instructional materials. Only the Division Chair or the Executive Vice President may cancel a class; faculty may not. Division chairs are responsible for ensuring accurate leave information is provided to Human Resource Services in a timely manner.

CCC does not provide payment for substitute instructors for part-time instructors. CCC may pay for a substitute for a full-time faculty member who is sick and claims sick leave or is absent due to a required CCC activity. If you wish to hire a substitute, you must first contact your Division Chair. An alternate plan for class must be approved in advance.

#### **COPYRIGHTS**

All copyrights belong to the author of the material for any tools, course materials developed, etc. relating to the production of courses and the presentation of courses at CCC, including material that is published on the Internet. The author receives no additional compensation from CCC for choosing to develop and use these materials. This copyright provision excludes materials for which the author receives additional compensation or release time.

### ***EMPLOYMENT POLICIES AND PRACTICES***

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As an Equal Opportunity Employer, Clovis Community College encourages divergent applicants. Clovis Community College pledges not to discriminate with respect to race, age, religion, color, national origin, ancestry, sex, sexual orientation, spousal affiliation, gender identity, veteran's status, physical or mental disability or serious medical condition. It is Clovis Community College's policy to employ, retain, promote, demote, terminate, and otherwise treat any and all faculty members and job applicants on the basis of merit, qualifications and competence. In establishing this policy, Clovis Community College recognizes the need to initiate and maintain personnel measures to ensure the achievement of

equal employment opportunities in all aspects of the work-place settings, conditions and decisions. It shall be the responsibility of all faculty members to abide by and carry out Clovis Community College's equal employment opportunity commitment.

### **POSTING OF NEW POSITIONS OR JOB VACANCIES**

Any newly created position or job vacancy is subject to the provisions of the Equal Employment Opportunity policies and procedures. New positions must be classified and assigned to a salary grade by the Human Resource Services Office before posting. New positions and vacancies must be posted unless they will be filled by transfer or resource contract, in which case they are exempt from posting. The Executive Vice President may reassign a faculty position if it is in the best interest of the college. New positions and vacancies that are not filled by transfer or resource contract must be advertised adequately to create a pool of diverse and qualified applicants. In the event the hiring department feels the pool is inadequate, the search may be extended or suspended.

### **SELECTION OF FULL-TIME FACULTY**

The Equal Employment Opportunity policy is followed in the selection of all faculty members at Clovis Community College. Procedures normally followed in the selection of new faculty include recommendations from the selection committees comprised of faculty and professional employees appointed by the Executive Vice President. Finalists are chosen for interviews after advertising, recruitment, and other activities have occurred to assure that the best possible candidate pool is available. Recommendations of the Search Committee and Executive Vice President are forwarded to the Human Resource Services Office and the President who makes the appointment. Hiring committees do not have the authority to make any binding oral promises, assurances, or representations regarding employment status or security.

### **SELECTION OF PART-TIME FACULTY**

In accordance with the equal employment opportunity policy, part-time faculty members are chosen from an applicant pool or through recruitment efforts for special staffing needs. When appropriate, full-time faculty members are asked to comment as to the abilities and qualifications of those part-time faculty members in similar disciplines.

### **REHIRE POLICY**

If a faculty member is terminated for cause, released under the probationary period, or resigned after disciplinary actions, the faculty member will not be eligible for future employment with Clovis Community College in any capacity.

### **RECRUITING APPLICANTS**

The Human Resource Services Office accepts applications and recruits applicants for vacancies. Full-time faculty members may apply for any posted position by contacting the Human Resource Services Office. An application must be received in the Human Resource Services Office by the closing date in order to be considered for employment.

### **EMPLOYMENT INTERVIEWS**

Before applicants are interviewed for faculty positions, the selection committee must meet with the Human Resource Services Office to review hiring procedures. Faculty candidates may be required to demonstrate their teaching skills during the interview process.

### **OFFERS OF EMPLOYMENT/THE HIRING PROCESS**

Hiring committees do not have the authority to make any binding oral promises, assurances, or representations regarding employment status or security. No offers of employment will be made until the close of the selection process. Recommendations of the search committee are forwarded to the Human Resource Services Office. The selection committee must provide the Human Resource Services Office with the name of the selected candidate along with ethnic category and gender of the candidates selected for interview. This information is

for reporting purposes and applicant pool data only. Offers of employment will be authorized by the Human Resource Services Office after all necessary approvals have been obtained and only to applicants who have been processed through the Human Resource Services Office in accordance with the provisions of this manual. Unsuccessful applicants who are interviewed shall be notified within a reasonable time after an offer of employment is accepted.

### **POLICY FOR RECOGNIZING EXPERIENCE WHEN HIRING**

Clovis Community College may recognize relevant prior experience when hiring for a faculty position. A new faculty member may be awarded up to three years experience for prior postsecondary teaching experience, resulting in placement at Step A, B, C, or D on the salary table, as determined by the Executive Vice President. The Executive Vice President may add a maximum of two additional steps based on a high demand discipline. Credit may be awarded for full-time or aggregated part-time postsecondary teaching experience. Experience credit is awarded at the option of the College as a part of the initial offer of employment, and is not awarded retroactively.

When evaluating the relevancy of the applicant's experience, the Division Chair considers the following:

- The experience is in the same profession as the position applied for
- The experience is in higher education. Or, if the experience is not in higher education, the experience is in a setting considered comparable
- The experience is in a position of similar scope and nature as the position sought by applicant

Once the Division Chair decides to award experience, he or she petitions the Executive Vice President for permission to recognize the experience. In the event the Executive Vice President agrees with the recommendation, he or she petitions the President for final approval prior to offering the position to the applicant.

### **TRAVEL AND MOVING EXPENSES**

The College does not reimburse moving expenses for candidates accepting a faculty position. Travel expenses may be reimbursed for interview candidates. All necessary documentation must be provided. In the event a candidate is offered a position and declines, travel expenses will not be reimbursed.

### **AGE LIMITATIONS**

Applicable federal and state laws are observed. The college does not usually employ persons under 18 years of age. Any exceptions must be approved by the Executive Director for Business & Government Relations.

### **EMPLOYMENT OF RELATIVES**

It is the policy of Clovis Community College that relatives will not be employed in the same discipline. Relatives are defined as members of a person's immediate family and include parents, step-parents, grandparents, spouse, mother-in-law, father in-law, son-in-law, daughter-in-law, children, step-children, grandchildren or siblings. The employment of relatives in the same work area of an organization can cause serious conflicts and perceived problems of favoritism. No Division Chair may employ a relative or an immediate family member of any of his/her faculty members without the advance approval of the President. In the event there is a change in the family relationship or rank, which would violate the above policies, the President shall have the discretion to approve or disapprove the appointment or transfer.

### **CHANGE OF FACULTY STATUS PROCEDURE**

The Human Resource Services Office should be notified of any change in the status of a faculty member. Additionally, benefit providers may need to be contacted. These changes may include name, address, marital status (to comply with COBRA requirements), etc. The following changes require the faculty member's signature for authorization and the faculty member will be responsible for contacting the Human Resource Services Office with such changes:

- Beneficiary
- Tax Withholding
- Group Medical Benefits and Life Coverages
- Personal Deductions (United Way, tax-deferred plans, accounts receivable, etc.)
- Bank Deposits

### **IDENTIFICATION CARDS**

A Clovis Community College ID Card is a permanent identification card and must be presented at selected campus locations as required by individual departmental procedures. ID cards will be issued to full-time faculty members. Identification cards must be returned to the Human Resource Services Office upon termination.

### **PARKING STICKERS**

Parking stickers are available at the Information Desk. Parking stickers aid college personnel in providing better service to employees. In the event of car problems, such as lights left on, flat tires, and accidents, the CCC security staff can match the car to its owner and provide assistance.

## II. FACULTY LEAVE OF ABSENCE

### *WORK SCHEDULES*

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#### **ATTENDANCE AND TARDINESS**

Consistent attendance and punctuality are considered critical performance initiatives in Clovis Community College operations, and therefore, an integral part of each faculty member's performance standards based on objective measurements. Poor, uncertain, or irregular attendance produces disruptive interference with the College mission. When it is necessary for a faculty member to be absent, it is the faculty member's responsibility to notify the Division Chair at the earliest opportunity and indicate the probable duration of the absence. Division Chairs are responsible for providing accurate leave information to Human Resource Services in a timely manner. Excessive absenteeism and tardiness, which renders a faculty member insufficiently available for work, will be evaluated on a case-by-case basis to determine the merits of retention or termination.

### *TYPES OF LEAVE*

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Clovis Community College recognizes the following types of leave: personal leave; medical leave; employee emergency leave; family medical leave; leave with pay; requested leave without pay; professional development leave; and military leave.

### *PERSONAL LEAVE*

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Personal leave is available for full-time faculty members. Faculty members accrue sixteen (16) hours per fiscal year of personal leave up to a maximum of forty-eight (48) hours. Personal leave may be granted for compelling reasons or mitigating circumstances deemed acceptable by the Executive Vice President. Personal leave requests require the completion of a "Request for Absence Form" in advance of the absence. In the event of extreme emergencies when a personal leave is needed and an advance notice form cannot be completed, the Division Chair and Executive Vice President should be notified promptly by telephone or other means and the Report of Absence for Faculty form completed and submitted to Human Resource Services Office upon return to the campus. Personal leave taken which exceeds accruals will be charged to Leave Without Pay (LWOP). Personal leave may not be transferred to another employee. Upon termination, faculty members will not be paid for unused personal leave balances.

Personal leave is charged on the basis of a 40-hour work week. If all on-campus duties of a given workday, including registration, committee assignments, lectures, labs, office hours, staff development, or other assignments of duty are missed, the faculty member reports eight (8) hours personal leave used. If part of the duties of a workday is missed, a proportionate share of the 8-hour workday shall be charged as personal leave. If all on-campus duties in a week are missed, 40 hours personal leave are to be reported. Failure to report timely and accurate illness reports can be cause for disciplinary action.

### *MEDICAL LEAVE*

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#### **GENERAL POLICY**

Clovis Community College recognizes that faculty members may become ill or injured and time off with pay must be provided to protect faculty members during those periods. Faculty members who are ill, injured, or pregnant, will, for purposes of medical leave, be treated equally based on their ability or inability to work. A waiting period will not be required for new faculty members before medical leave may be utilized.

## USE OF MEDICAL LEAVE

### *Medical leave may be used for:*

- An illness, injury, or pregnancy of the faculty member or of an immediate family member. If the pregnancy is of an immediate family member, the faculty member may take a maximum of one week of medical leave. A physician's statement may be required for an extended leave of absence due to illness, serious injury, or complications from pregnancy of an immediate family member. Immediate family refers to parents, step-parents, grandparents, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, children, step-children, grandchildren, or siblings
- Quarantine of faculty member's household
- Partial days while recovering from an illness or injury
- Medical, eye or dental examinations of the faculty member or of an immediate family member
- A death in the faculty member's immediate family up to a maximum of five (5) working days. Immediate family means parents, step-parents, grandparents, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, children, step-children, grandchildren, or siblings

In the event of the faculty member's absence due to illness, injury or pregnancy, medical leave for full-time faculty is awarded on the basis of a 40-hour work week and is charged on the basis of a 40-hour work week. If all on-campus duties of a given workday, including registration, committee assignments, lectures, labs, office hours, staff development, or other assignments of duty are missed, the faculty member reports eight (8) hours medical leave used. If part of the duties of a workday is missed, a proportionate share of the 8-hour workday shall be charged as medical leave. If all on-campus duties in a week are missed, 40 hours medical leave are to be reported. Failure to report timely and accurate illness reports can be cause for disciplinary action.

Medical leave is reported via a Report of Absence for Faculty form filed with the Executive Vice President and the Human Resource Services Office upon the faculty member's return to campus.

## ACCRUING MEDICAL LEAVE

Only full-time faculty members and resource faculty members are eligible to accrue medical leave. Part-time faculty members do not accrue medical leave. Full-time faculty members and resource faculty members accrue medical leave at the rate of ten and seven tenths (10.7) hours per contract month. Medical leave is accrued during each pay period worked, during paid medical leave, personal leave time, holidays, and leave with pay. Accrued medical leave is awarded prior to the use of any leave taken during a pay period. Medical leave is not accrued during leave without pay.

## MAXIMUM ACCRUED MEDICAL LEAVE HOURS

Maximum accrual of medical leave at the end of any pay period may not exceed 1,040 hours.

## PAYMENT FOR MEDICAL ABSENCE

Payment is made at the faculty member's current straight-time rate of pay for the time lost within the faculty member's regularly scheduled work period. Medical leave accruals may not be converted to cash or transferred to another faculty member except as specified under Employee Emergency Leave.

## MEDICAL LEAVE PRACTICES

**Notification:** Any illness, injury, or pregnancy necessitating an absence must be reported as soon as possible to the faculty member's Division Chair along with an estimation of duration.



**Physician's Statement:** At the division chair's discretion a physician's statement may be required for an absence due to illness, injury or pregnancy. Faculty members returning to work after an infectious illness or medical procedure are required to provide a doctor's release stating the date they are able to return to work. The physician's statement should certify that the faculty member was under the doctor's care during the period of absence and was unable to work. The College does not wish to obtain a diagnosis. The College reserves the right to require a physician's statement verifying a faculty member is physically able to return to work.

**Light Duty:** When a faculty member requests light duty due to a medical condition, CCC will provide the employee with a copy of their current position description. The faculty member will be required to have their physician indicate what the faculty member can do in regards to their position description. Granting light duty is discretionary and shall be only when available work exists within the faculty member's limitations. If the faculty member is unable to perform any of their essential functions, the faculty member will be required to utilize medical leave.

**Time Charges:** Time charged to a medical leave may not exceed the faculty member's accruals. A faculty member may elect to charge a medical absence to personal leave accruals. A medical absence will automatically be charged to accrued personal leave after medical leave is exhausted. When medical leave and personal leave are exhausted, the faculty member may elect to request leave without pay. The faculty member must request leave without pay in writing. Medical leave is normally taken in full-day units, but may be taken in one-fourth hour increments. When a holiday falls during a time a faculty member is on medical leave, the holiday will not be charged against medical leave.

#### **PROBATIONARY PERIOD**

The probationary period will be extended for faculty on extended medical and/or emergency leave.

#### **TRANSFER PROVISIONS**

Faculty members may retain unused medical leave when transferring from one department to another.

#### **MEDICAL LEAVE CREDITS**

Upon termination, faculty members will not be paid for unused medical leave credits.

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### ***EMPLOYEE EMERGENCY LEAVE***

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A Clovis Community College employee with a sick leave balance above 200 hours may donate sick leave to employees who have had a non-work-related catastrophic illness or injury. Emergency leave may be donated to a full-time CCC employee in 10-hour increments, up to a maximum of 40 hours. Once made, donations are irretrievable. Receipt of donations will cease once the maximum benefit of 160 hours per occurrence is reached.

In the event of a catastrophic illness or injury, an employee may request up to 160 hours or four (4) weeks of emergency leave. The catastrophic illness must affect an employee or an immediate family member. Immediate family member for this purpose is defined as spouse, child or step-child. Examples of catastrophic illness or injury include cancer treatment, heart attack, serious injuries from an auto accident and other medical occurrences that cause an intermediate or long term disruption. A physician's statement verifying the catastrophic nature of the illness must be provided to Human Resource Services prior to the request. The employee will also be required to have requested Family Medical Leave. The Employee Emergency Leave and the Family Medical Leave will run concurrently. Clovis Community College will inform all employees via email that a request has been made. CCC will grant emergency leave only to the extent that was donated on the employee's behalf up to a

maximum of 160 hours or four weeks. Only one request per catastrophic illness or injury is allowed.

A Worker's Compensation illness or injury is not eligible for use of emergency leave. Incurring unpaid leave during a single pay period does not constitute an emergency. Employees will have to have depleted vacation/personal, compensatory and sick leave balances prior to requesting an emergency leave. Probationary employees on Employee Emergency Leave will have their probationary period extended by the amount of time they were on sick leave and emergency leave. An employee will only be allowed to utilize the Employee Emergency Leave request a maximum of four (4) times during their employment at CCC.

## ***FAMILY AND MEDICAL LEAVE ACT OF 1993***

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### **GENERAL POLICY**

The purpose of the Family and Medical Leave Act of 1993 (FMLA) is to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to preserve the national interests in preserving family integrity. The FMLA is a leave without pay benefit plan.

### **BASIC REGULATIONS and CONDITIONS of FAMILY AND MEDICAL LEAVE**

- Eligible faculty members may take up to twelve (12) weeks of family and medical leave in a fiscal year.
- The College may require medical certification to support a leave claim for a faculty member's own serious health condition or to care for a seriously ill child, spouse, or parent. For the faculty member's own medical leave, the certification must include a statement that the faculty member is unable to perform the essential functions of the position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the faculty member is needed to provide care. The Division Chair and Executive Vice President, at their discretion, may require a second medical opinion and periodic recertification at the expense of the institution. If the first and second opinions differ, there may be the requirement for the opinion of a third health care provider, approved jointly by the College and the faculty member.
- Leave may be taken on an intermittent or reduced leave schedule if medically necessary for a faculty member's illness or the faculty member's need to provide care for a spouse, child, or parent.
- Leave to care for the faculty member's child after birth or receipt of an adopted infant or infant placed in faculty member's home for foster care must be taken consecutively within the first twelve (12) months following childbirth or placement. Spouses (husband and wife) who are both employed by Clovis Community College are entitled to a total of twelve weeks of leave rather than twelve weeks each for the birth or adoption of a child or the care of a sick parent.
- Exhaustion of paid leave, personal, medical, and emergency leave, to the extent the faculty member qualifies, has to be used first and may be concurrent with FMLA.

### **DEFINITION**

A serious health condition is defined as inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider who is authorized to practice by that State for a serious health condition.

A spouse is defined as a husband or wife as defined or recognized under State law for purpose of marriage, including common law marriage in States where it is recognized.

## **ELIGIBILITY**

The following faculty members are eligible for leave under the FMLA.

- Full-time faculty members who have been employed at Clovis Community College at least one year and for 1,250 hours prior to the leave.

## **NOTIFICATION AND MEDICAL CERTIFICATION**

The faculty member will give the Division Chair as much notice as possible of the upcoming leave in order to limit the disruption of College operations. The leave will be denied if requirements are not met. The faculty member will be required to provide medical certification from the attending physician to support a request for leave because of a serious health condition, and a fitness for duty report to return to work. If the request is to care for a seriously ill child, spouse, or parent, the certification will include a statement that the faculty member is needed to care for the family member, the expected length of time needed, and the condition which prevents the faculty member from working.

## **BENEFITS**

Clovis Community College will continue to contribute the employer portion of the health premiums during the family leave. The faculty member must pay their portion of health, dental and long-term disability premiums on a timely basis in order to continue coverage and both the faculty member and employer's share of other coverages.

If a faculty member elects not to return to work upon completion of an approved unpaid leave of absence, the College may recover from the faculty member the cost of any payments made to maintain the faculty member's coverage, unless the failure to return to work was for reasons beyond the faculty member's control. Benefit entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.

The regulations of the New Mexico Educational Retirement Board prohibit the payment of retirement contributions if the faculty member does not receive a salary. Contributions must be discontinued during the period of leave without pay.

## **PROCEDURES**

A request for Family and Medical Leave may be originated by the faculty member. The request should be in writing, signed by the faculty member, the Division Chair, the Executive Vice President and approved by the Executive Director for Business & Government Relations and the Director of Human Resource Services. If possible, the request should be submitted thirty (30) days in advance of the effective date of the leave. Medical emergencies may determine that requests cannot meet the desired calendar. Faculty members must apply for Family Medical Leave prior to requesting Employee Emergency leave. The Employee Emergency Leave and the Family Medical Leave will run concurrently. All requests for family and medical leave due to illness will include sufficient medical certification stating:

- The date on which the serious health condition commenced
- The probable duration of the condition
- The appropriate medical facts within the knowledge of the health care provider regarding the condition
- The amount of time needed

For the purpose of leave for a faculty member's illness, the certification must state that the faculty member is unable to perform the essential functions of the position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

## **NATIONAL DEFENSE AUTHORIZATION ACT**

The National Defense Authorization Act includes provisions to the Family Medical Leave Act. These provisions create leave entitlements for faculty members who have a family member injured in service or called to active duty.

### ***Active Duty Family Leave***

Faculty who have a spouse, parent, or child that is on or has been called to active duty in the Armed Forces may take up to 12 weeks of FMLA leave when they experience a “qualifying exigency.”

### ***Injured Servicemember Leave***

Faculty members who have a spouse, parent, child, or next of kin of a servicemember who incurred a serious injury or illness on active duty in the Armed Forces, including the National Guard or Reserves, may take up to 26 weeks of leave in a 12-month period (including regular FMLA leave). Faculty members may take injured servicemember leave intermittently, but must use it up within 12 months.

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## **LEAVE WITH PAY**

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### **ELIGIBILITY**

Full-time faculty members and resource faculty members are eligible for leave with pay. Temporary part-time faculty members are not eligible for leave with pay. Temporary part-time faculty members may be granted leave without pay.

### **PRACTICES**

Normally, the faculty member arranges in advance with his/her Division Chair to be absent. If this is not possible, the faculty member notifies his/her Division Chair of the reason for the absence as early in the working day as possible. A faculty member must receive his/her Division Chair's permission before leaving the workplace during working hours unless unusual circumstances preclude requesting such permission.

### **TYPES OF LEAVE WITH PAY**

#### ***Closed Campus***

Leave with pay will be authorized when the College is declared closed by the President (i.e., cases of inclement weather, national emergency, etc.). On days when the campus is open but the weather is harsh (i.e. snow) casual dress is appropriate. If classes are cancelled because of inclement weather, the entire campus will be closed. Only designated emergency personnel are asked to report to campus. Emergency personnel include the President's Council and designated staff from the following departments:

- Grounds
- Physical Plant
- Security

If the college is not declared closed and a faculty member chooses to be absent, the absence will be charged to personal leave. If a faculty member was on personal leave or medical leave when the campus was closed, the time will not be charged to personal or medical leave. It is the faculty member's responsibility to work with the Division Chair in the event a charge against accruals has occurred.

#### ***Voting***

A faculty member who is a registered voter will be granted a reasonable period of time off from work to vote in a government election.

### ***Jury Duty and Enforced Court Attendance***

A faculty member summoned for jury duty, or for duty as a witness (other than as plaintiff or defendant) is granted time spent on these types of duty if the faculty member presents documentary evidence of the summons to his/her Division Chair. The faculty member should request a waiver of payment from the court. In the event the faculty member does receive payment for time served, the funds should be remitted to Clovis Community College. Time during the regularly scheduled College work day not actually required for jury duty is to be utilized in performance of the faculty member's duties.

### ***Reinstatement***

A faculty member on leave with pay is expected to return to the former position which will be held for him/her. A temporary faculty member may be hired to replace a faculty member during a leave with pay.

## ***REQUESTED LEAVE WITHOUT PAY (LWOP)***

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### **GENERAL POLICY**

The College may grant leave without pay (LWOP) to faculty members in cases of illness, injury, pregnancy, personal reasons, school attendance to obtain applicable additional course or degree, illness in immediate family, and for other unavoidable circumstances requiring a prolonged absence. LWOP may be granted only after applicable medical, emergency leave, and personal leave are exhausted.

Group insurance may be continued while the faculty member is on LWOP, provided the full payment for the insurance is made. Employer contributions will cease after three (3) months of LWOP. Continuance of the insurance while on leave is contingent upon the insurance policy.

The regulations of the New Mexico Educational Retirement Board prohibit the payment of retirement contributions if the faculty member does not receive a salary. Contributions must be discontinued during the period of leave without pay.

***Eligibility:*** Full-time faculty members are eligible.

***Length of Leave and Approval Required:*** Up to twelve (12) months, in combination with FMLA, may be granted upon the approval of the Executive Director for Business & Government Relations and the President.

Faculty members not reinstated on or before the end of the approved leave are terminated as a resignation.

### **PROCEDURE FOR OBTAINING LWOP**

A faculty member must request LWOP, in writing with supporting documentation, from his/her Division Chair. Requests for leaves must be made at least ten working days in advance except where such notice is impossible or impractical. Faculty members on LWOP for more than five (5) working days must complete documentation placing the faculty member on leave for the authorized period of time and should indicate the reason for the leave.

Documentation is not required in those cases where LWOP is granted or imposed for short periods of time (less than five (5) working days). The faculty member's Report of Absence to the Human Resource Services Office must clearly indicate personal leave, medical leave, or employee emergency leave. If the employee does not have a sufficient balance for leave taken, LWOP will be imposed.

In those instances where a LWOP is due to an unexcused absence or disciplinary suspension, the absence must also be documented, in addition to the Report of Absence, by memo to the faculty member with a copy to the Human Resource Services Office for record purposes.

### **REINSTATEMENT**

A LWOP is not recommended or granted except with expectation of reinstatement, but reinstatement is not guaranteed. Operating conditions or needs may make reinstatement impractical at the time reinstatement is requested. Where practical, the College will attempt to fill the faculty member's positions with a temporary faculty member during an extended LWOP, but reserves the right to eliminate the position or fill it with a full-time faculty member.

A faculty member returning from a LWOP must contact the Human Resource Services Office prior to the expiration of the leave. A faculty member who fails to request reinstatement prior to the expiration of leave will be terminated as a resignation. Every effort will be made to reinstate a faculty member to the same or equivalent job and rate held at the time of LWOP. The faculty member will be required to serve an additional probationary period.

If the faculty member's previous position is no longer available and he/she is not placed in another similar position within a reasonable period, or the faculty member refuses a position offered to him/her, the College has no further reinstatement obligation. The faculty member is then terminated as a resignation.

A faculty member returning from a LWOP for extended illness, injury, or pregnancy is required to submit a doctor's statement certifying the faculty member is able to return to work. No faculty member will be permitted to return to work without being cleared for reinstatement by the Human Resource Services Office.

Salary increases and probationary periods will take LWOP of more than thirty (30) days into consideration. Faculty members will be notified in writing of any changes. Personal leave and medical leave credits do not accumulate during LWOP. Unused accumulated medical leave will be held for one year and credited to the faculty member's account upon reinstatement. A faculty member reinstated from LWOP within one year will be given credit for prior service in computing accrual rate for personal leave, medical leave and other benefits.

## ***PROFESSIONAL DEVELOPMENT LEAVE***

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### **POLICY**

Clovis Community College maintains a Faculty Development Fund which provides a supplement to faculty members' individual budgets for professional development.

- The Executive Vice President shall make all final decisions about allocation of funds
- The Executive Vice President shall be guided in his or her decisions by the recommendations of the Faculty Development Committee
- The Executive Vice President shall be authorized to approve expenditures from the fund without recommendation of the Committee in the following circumstances:
  - When the Committee has not had the opportunity to meet and there are remaining funds (e.g. during the summer session)
  - For individual expenditures not exceeding \$300 per faculty member. Approval of such expenditures shall be limited to a total of \$1,000 per semester
- Expenditures from the Fund shall be distributed equally between the two semesters, as far as is practicable. This is not intended as an absolute restriction

- Part-time faculty members are eligible for funds. Consideration shall be given as to the length of time they have taught for the College and their expected future activities for the College
- Priority for funds shall be given to faculty who have not received monies within the current or past year

### **PROCEDURES**

- Faculty members (full- or part-time) desiring to utilize money from the fund shall submit a request form along with the CCC Requisition form and Requisition for Travel form (if travel is involved) to the Office of the Executive Vice President for forwarding to the Faculty Development Committee (or to the Executive Vice President, if the Committee is not available as detailed in the Policies above). Forms are available in the Office of the Executive Vice President.
- Requests shall be submitted at the beginning of each semester (fall and spring). Applications submitted at this time will be given first priority. Any remaining funds, after approval of these requests, can be given to late applicants.
- The Committee shall act on requests in a timely manner and forward them along with a recommendation to approve or disapprove to the Executive Vice President.
- The Executive Vice President shall either approve or disapprove each request. If the Executive Vice President approves a request, the request form will be returned to the faculty member, indicating approval of the CCC Requisition form and Requisition for Travel form (if applicable) will be forwarded to the Business Office for action. If the request is not approved, the request form will be returned to the faculty member, indicating the reason for disapproval.

### **PROFESSIONAL DEVELOPMENT FUNDS FOR ADVANCED STUDY**

Funds may be made available from the Faculty Development Fund or a source other than tuition waiver to support advanced studies pertinent to the assigned duties of a faculty member. Full-time faculty members are eligible to apply for funds for this purpose.

Faculty members receiving professional development funds for advanced study or certification which is not contractually required by CCC will in return pledge to Clovis Community College a commitment to continued availability for employment for three (3) years following completion of such studies. If the faculty member resigns during this period, all professional development funds received for this purpose must be repaid to the college. An agreement to this effect will be signed by the faculty member and the Executive Vice President prior to disbursement of any funds.

## ***MILITARY LEAVE***

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### **GENERAL POLICY**

Upon receipt of official military orders, the faculty member must present orders or other evidence indicating that the faculty member is entering active military duty. The College grants a Military Leave to full-time faculty members during the time they are on active duty in the Armed Services of the United States. CCC shall not refuse to hire, penalize or discharge from employment any person because of membership in the National Guard or prevent the faculty member from performing any military service the faculty member is called upon to perform by proper authority.

### **SERVICES COVERED**

Armed Services of the United States: The United States Army, Navy, Air Force, Marine Corps, and Coast Guard and their respective reserve components, New Mexico National Guard, and their reserve components.

### **TYPES OF ACTIVE DUTY**

Annual Duty for Training: Training with the Reserve or National Guard. Such training is normally for a two (2) week (or 15 day) period.

Special Training: Voluntary active duty for a special purpose such as attending an Armed Forces School.

Local Emergency: Active duty for individuals ordered by the President of the United States or the Governor of New Mexico.

National Emergency: Extended active duty for individuals ordered by the President of the United States in a declared emergency.

### **PAYMENT WHILE ON MILITARY LEAVE OF ABSENCE**

When a Military Leave of Absence is granted for annual duty for training or local emergency, the College will pay a military training allowance for time lost up to a maximum of 15 calendar days per calendar year. Such military training allowance is paid at the faculty member's straight-time rate of pay.

When military leave is granted for active duty other than annual duty for training or local emergency, such leave shall be considered LWOP.

### **REINSTATEMENT**

A faculty member on Military Leave will be reinstated to his/her original position or to a position of like seniority, status and pay provided he/she:

- A. Is released from active duty under honorable conditions
- B. Is still qualified to perform the duties of such position
- C. Makes application for reinstatement
  - within 90 calendar days after release from National Emergency, Obligated or enlisted service or
  - from hospitalization continuing after release for not more than one (1) year, or
  - within six (6) working days after release from annual duty for training, special training, or local emergency service
- D. Accepts the first position offered
- E. Must serve any remaining balance of a probationary period

### **OCCUPATIONAL DEFERMENTS**

The College will not seek occupational deferments for faculty members.

### **NATIONAL DEFENSE AUTHORIZATION ACT**

The National Defense Authorization Act includes provisions to the Family Medical Leave Act. These provisions create leave entitlements for faculty members who have a family member injured in service or called to active duty.

#### ***Active Duty Family Leave***

Faculty who have a spouse, parent, or child that is on or has been called to active duty in the Armed Forces may take up to 12 weeks of FMLA leave when they experience a "qualifying exigency."

#### ***Injured Servicemember Leave***

Faculty members who have a spouse, parent, child, or next of kin of a servicemember who incurred a serious injury or illness on active duty in the Armed Forces, including the National Guard or Reserves, may take up to 26 weeks of leave in a 12-month period



(including regular FMLA leave). Faculty members may take injured servicemember leave intermittently, but must use it up within 12 months.

## ***HOLIDAYS***

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### **DEFINITION**

The holiday period is the calendar day observed as an official holiday.

### **ELIGIBILITY**

Only full-time faculty members and resource faculty members are eligible.

### **HOLIDAYS OBSERVED**

- Martin Luther King's Birthday
- Spring Break
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Break

The College reserves the right to adjust the actual observance of all holidays to permit efficient schedules. Faculty members on leave without pay will not receive holiday pay while on leave. Faculty members must work, be on personal leave, on medical leave, or on employee emergency leave during the week in which the holiday occurs to be eligible for holiday pay. A faculty member who has announced an intent to terminate may not use holidays to extend termination dates.

## ***COMPENSATORY TIME***

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Under the Fair Labor Standards Act, exempt employees are paid a regular salary and are not paid based on the number of hours worked. Faculty members are hired to get the job done and at times may need to work beyond their usual schedule. Faculty members are given the flexibility to exercise judgment both in how and when the work is done. A greater emphasis is placed on meeting the responsibilities of the position rather than on working a specific number of hours. Faculty members are expected to meet operational needs and are evaluated on results achieved. Therefore, exempt employees do not accrue compensatory time.

Supervisors of support employees may access the Support Employees Handbook via the Intranet <http://pathway.clovis.edu> for guidelines. Supervisors are responsible for ensuring procedural compliance and adequate documentation exists for compensatory time. Generally, workloads and work schedules should be arranged so that the organization's duties and responsibilities can be accomplished in a normal forty (40) hour workweek. In cases of emergency or in unique situations overtime may be worked. Overtime must have prior authorization by the Vice President for Administration and the President. If an employee has failed to obtain pre-authorization to work overtime, the employee will be subject to discipline. Such violations may result in an adjusted work schedule for the remaining workweek.

### **III. FACULTY MEMBER BENEFITS**

#### ***EDUCATIONAL ASSISTANCE PROGRAM***

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##### **PURPOSE**

The Educational Assistance Program is provided to encourage faculty members to take advantage of the educational opportunities available at the College for purposes of personal and professional development.

##### **TUITION WAIVER**

The College will waive regular tuition for up to four (4) credit hours each semester. The tuition waiver may not exceed twelve (12) credit hours per fiscal year. This tuition waiver may be exercised at Clovis Community College or an approved College. The waiver privileges exclude non-accredited institution courses. The tuition waiver may be used for on-line courses. Some lab fees required for classes may be waived. Special fees including but not limited to art supplies, welding supplies and photography fees, must be paid by the enrollee.

If a faculty member is enrolled at Clovis Community College and another institution simultaneously, the tuition waiver can be applied to Clovis Community College or another institution at the faculty member's discretion.

##### **ELIGIBILITY**

Full-time faculty members are eligible subject to the restrictions as stated below. Faculty members who do not use the full tuition waiver may allow their spouse or dependent children to use the balance of the waiver. Tuition waivers will be applied to the faculty member first and then to the spouse or dependent children. A spouse or dependent children may only use a tuition waiver at Clovis Community College. The Tuition Waiver forms must be completed, approved by the Division Chair and presented to the cashier as authorization to waive tuition charges.

A spouse is defined as a husband or wife as defined or recognized under State law for purpose of marriage, including common law marriage in States where it is recognized.

A dependent child, for purposes of this section, is defined as one claimed as a dependent on the most recent Federal Internal Revenue Service tax forms.

Retired faculty members shall have the same tuition waiver privilege as full-time faculty members.

Part-time faculty members who are not already employed by the College will receive a tuition waiver for four (4) credit hours towards any Clovis Community College class.

Faculty members who terminate employment lose the benefit.

##### **RESTRICTIONS**

Enrollment in credit and audit courses is subject to availability of space and facilities. In case it is necessary to limit or reduce the size of a class, faculty members who are receiving a tuition waiver will be the first to be released.

Freshman and sophomore level tuition waivers will be limited to the current tuition rate charged at Clovis Community College unless classes are unavailable at CCC. Junior, senior, or graduate level courses will be funded at the resident tuition level of the nearest state university (ENMU), or that university's resident tuition rate for a long distance learning class offered in the lab at Clovis Community College. If the faculty member drops a waived class at another institution for any reason, refunded amounts must be returned to CCC. Refunded amounts that are not returned to the College will be billed to the faculty member.

The faculty member must not allow enrollment in classes to adversely affect the faculty member's performance in his/her regularly assigned duties. The Tuition Waiver includes an agreement that the faculty member will withdraw if the Division Chair feels that course enrollment appears to be adversely affecting faculty member performance.

### **EDUCATIONAL ASSISTANCE PROCEDURES**

The faculty member may obtain a Waiver of Tuition form online and submit it to his/her Division Chair for review and approval. Following the Division Chair's approval, the faculty member presents the tuition waiver to the College cashier with tuition invoices in lieu of payment.

Faculty members may be required to demonstrate progress toward a higher educational degree. Educational objectives are as agreed on with the Executive Vice President. A two-year commitment may be required for faculty members receiving certification or additional educational assistance paid for by CCC. If a faculty member fails to meet the commitment, monies provided to obtain the additional certifications or educational assistance will be charged to the faculty member.

### **SPECIAL PROGRAMS**

A tuition waiver may be granted for a special academic program. A special program is defined as a short course, a mini-term, an interim term, or a course which generally is not offered during the regular semester. The tuition waiver shall not exceed the regular tuition for four (4) credit hours per semester. The tuition waiver may not exceed twelve (12) credit hours per fiscal year. If the special program is offered by an approved university, the waiver shall not exceed the rate of the nearest state university's (ENMU) regular tuition for four (4) credit hours.

## ***PERSONAL COUNSELING***

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Personal counseling services are provided on a limited basis through the Academic Advising Office. Counseling is restricted to emergency assistance and referral services. No long term counseling is provided.

## ***INSURANCE***

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The College offers a voluntary group insurance plan that provides for health and life insurance coverage. The College pays a portion for the faculty member (including faculty members who are retired or who have been granted disability, as that term is defined in the Educational Retirement Act existing at the time disability is granted) according to the pay schedule below. If a faculty member does not wish to enroll at the time of eligibility, and later decides to request enrollment, a verification-of-insurability form may be required from the faculty member's physician, and is subject to possible rejection by the health-care plan carrier. Booklets providing complete information are available online. The current state law allows program participation that includes coverage for health and accident, dental care, life, long-term disability, worker's compensation, and unemployment compensation insurance. The insurance program is subject to change annually and is available for review in the Human Resource Services Office. CCC reserves the right to terminate or amend the group insurance plan at any time or terminate any benefit under the plan at any time.

**FACULTY MEMBER/EMPLOYER SCHEDULE**

<b>Faculty Earnings</b>	<b>Faculty Portion of Premium</b>	<b>Clovis Community College Portion of Premium</b>
\$30,000 - \$39,999	30%	70%
\$40,000 or more	40%	60%
Retired Faculty	40%	60%

When a CCC faculty member loses health coverage eligibility, often, the most cost-effective option for maintaining health coverage is special enrollment. If other group health coverage is available, (for example, through a spouse's employer provided plan) special enrollment in that plan should be considered. However, to qualify, enrollment must be requested within 30 days of losing eligibility for CCC coverage. Special enrollment rights also arise in the event of a marriage, birth, adoption, or placement for adoption.

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**COBRA BENEFITS**

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As part of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), faculty members and/or dependents who lose health coverage as a result of the following circumstances may continue group coverage at their or their dependents' own expense (plus a 2% service charge). Under COBRA, Clovis Community College will make continued medical and dental coverage available to the faculty member and/or dependents for 18 or 36 months, depending on the following events.

**Circumstances In Which a Faculty member And/Or Dependent Would Otherwise Lose Coverage****Maximum Coverage Period\***

- Reduced regularly scheduled work hours – 18 months \*\*
- Termination (except for gross misconduct) – 18 months \*\*
- Faculty members death – 36 months
- Divorce or legal separation – 36 months
- Dependent child's eligibility ends – 36 months
- Dependents who lose coverage because the faculty member is eligible for Medicare – 36 months

If medical coverage was not elected as an active faculty member, then coverage under COBRA upon termination of employment is not permitted.

\*If there are multiple events, the coverage period cannot exceed 36 months.

\*\*If regularly scheduled work hours are reduced or employment is terminated and the faculty member or dependents are totally disabled according to the Social Security Administration's definition, each may extend coverage for an additional 11 months at 102% of the cost of the additional 11-month period. In order to extend coverage for the additional 11 months, the faculty member or the covered dependents must notify the Human Resource Services Office of Social Security's determination of total disability within 60 days after such determination is made and before the end of the first 18 months of COBRA continuation.

When the faculty member or the faculty member's dependents become eligible for Medicare, COBRA coverage ends.

The faculty member or faculty member's family member has the responsibility to inform the Human Resource Services Office of a divorce, legal separation or a child's losing dependent

status under the Clovis Community College medical plan within 60 days after the date of the applicable event.

The option in which the faculty member is enrolled at the time of termination or other triggering event (e.g., faculty member's death, divorce or legal separation) determines the coverage the faculty member and dependents will have during the remainder of the calendar year (including family status category).

**The faculty member's spouse and dependent children have the right to elect continuation coverage for themselves if they lose coverage for any of the following qualifying events:**

- Clovis Community College employment is terminated or results in a reduction of hours
- Death of faculty member
- Divorce of faculty member
- Faculty member becomes entitled to Medicare benefits
- Faculty member's dependent child ceases to be an eligible dependent under the plans

In the case of a faculty member's termination or a reduction of hours, the faculty member's spouse or dependent children may elect to continue coverage for up to 18 months. For all other qualifying events (above), the faculty member's spouse or dependent children may elect to continue coverage for up to 36 months.

Moreover, if a faculty member's hours are reduced or employment is terminated and then an additional qualifying event(s) occurs during the 18-month period of coverage; the continuation of coverage (if elected and in force at the time of the additional qualifying event) may be further continued for a period of up to 36 months, beginning at the date of termination or reduction of hours.

If the faculty member divorces or if a dependent child ceases to be dependent under the plan, the faculty member and dependent are responsible for notifying the Human Resource Services Office of the occurrence of such qualifying event within 60 days. Failure to do so will result in the loss of the right to elect continuation of coverage for the faculty member and their member(s).

The Human Resource Services Office will notify the faculty member or family member(s) of rights to continued coverage if coverage is lost because of the faculty member's death, termination of employment or reduction of hours. Once notice is received by the Human Resource Services Office from the dependent regarding a divorce or a dependent child's ceasing to be a dependent under the plan, the Human Resource Services Office will give notice to the qualified beneficiaries.

- Once dependents are notified that the spouse or dependent children have the right to choose continuation of coverage under the plan, the faculty member will have 60 days from the date of notification to elect the coverage continuation. If coverage continuation is not elected, benefits under the plan will end.

If, on the date COBRA election is made, the faculty member and dependents are covered by another group health plan (which does not contain a pre-existing condition exclusion or limitation of qualified dependents) or are entitled to Medicare benefits, the faculty member and dependents are not entitled to continued coverage under COBRA.

## **TERMINATION OF CONTINUED COVERAGE**

Within the 18- or 36-month period, continued coverage will be terminated if:

- The faculty member and faculty member's dependents do not make the COBRA payments when due
- The faculty member and faculty member's dependents become covered as faculty members or otherwise under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition
- The faculty member and faculty member's dependents become entitled to Medicare benefits
- The Clovis Community College Health Plan terminates for all faculty members

## **PAYMENT OF PREMIUMS**

The faculty member and dependents are required to pay 102%, (including a 2% service charge) of the actual cost of this coverage. CCC will notify the faculty member or dependents of the amount and timing of the COBRA payments. Failure to pay the COBRA payments on the due date will result in immediate termination of coverage.

Payment of the premium is made in monthly installments. The initial payment must be received by Clovis Community College within 45 days of the date of election. Subsequent monthly payments must be made within 30 days of the due date or coverage will be terminated.

The cost for this continued coverage will be recalculated each Plan Year. CCC plan year is Jan 1<sup>st</sup> through Dec 31<sup>st</sup>. If the cost of the coverage changes, the required premium cost for continued coverage will also change.

The coverage that will be provided during the continued coverage period is the same coverage that is provided to an active faculty member and dependents. The benefits provided will be based on the provisions of the plan at the time the claim is incurred.

## **PRE-EXISTING MEDICAL CONDITIONS AND THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

HIPAA legislation addresses pre-existing condition exclusions under group health plans. This law was enacted to improve medical insurance availability for individuals who lose coverage as a result of changing their jobs or enrolling in another employer-sponsored health care plan.

HIPAA prohibits employer-sponsored health plans from imposing pre-existing condition limitations that last more than 12 months from the enrollment. HIPAA is intended to enable individuals to easily obtain this coverage for themselves and their dependents when changing jobs or enrolling in another employer-sponsored health care plan.

An employer can limit coverage for a pre-existing condition (one for which medical advice, treatment, care or diagnosis was recommended or received at any time during the six months immediately preceding enrollment in the new employer's plan) for up to 12 months. This limitation, however, is reduced by the amount of time a new faculty member or dependent had "creditable" health care coverage under a previous plan.

A Certificate of Health Care Coverage documents "creditable" health care coverage during the previous 18 months. The waiting period for benefits set by an employer counts toward "creditable" health care coverage and is not considered a "break in coverage." If the faculty member or dependent lost health care coverage because of a termination of employment, or if the faculty member elected to your health care coverage for the faculty member or a

dependent during enrollment or through a qualified life event change, such as marriage, birth of a child, etc., CCC's health care provider will provide the faculty member with a Certificate of Health Care Coverage.

If you are changing jobs or changing health care coverage, check with the new employer or health care plan administrator about rules concerning pre-existing conditions. Many health care plans do not limit coverage for pre-existing conditions, in which case the faculty member does not need to provide a Certificate of Health Care Coverage. If the new health care coverage does limit or exclude coverage of pre-existing conditions, then the faculty member will need to provide a Certificate of Health Care Coverage that shows the length of coverage under the Clovis Community College health care plan.

### **DEATH OF FACULTY MEMBER**

In the event of a faculty member's or retiree's death, a COBRA notification outlining the dependents option for 36 months of coverage will be mailed to the dependent. CCC may elect to offer twelve (12) months at the split premium. See schedule herein. After one year, the dependent may continue with the health plan at 102% of the premium for a maximum of 24 months.

## ***HEALTH BENEFITS PLAN***

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Clovis Community College offers to its full-time faculty members the Health Benefit Plan (HBP), a salary or wage reduction plan, whereby premiums for health, and dental, insurance are deducted from the faculty members paycheck before social security or income taxes are assessed. The HBP became effective July 1, 1991. Section 125 of the Internal Revenue Code governs the HBP. Internal Revenue Service (IRS) regulations require that faculty members respond indicating their option to participate or not. The decision is locked in for the plan year and may not be revoked or changed during the plan year except for an IRS recognized change (marriage, divorce, birth or death of a dependent). The plan year is defined as the 12-month period beginning January 1 and ending December 31.

Changes from individual to family coverage are allowed only when legal changes occur (marriage, divorce, birth or death of a dependent) or at calendar year-end. If a faculty member would like to add a dependent who does qualify under the IRS guidelines, a health statement may be required by the health provider. A newborn baby does not require a health statement. Changes in family status must be reported within thirty (30) days of the event to the Human Resource Services Office. Increases or decreases in premiums for health benefits offered under the plan will automatically be covered under the HBP. If the faculty member does not file a new HBP form at the start of the new plan year, it will be assumed that the faculty member selected the same option as in the previous plan year. If the faculty member does not wish to participate in the plan for the new year, the faculty member must complete the Health Benefit Plan form indicating non-participation and return to the Human Resource Services Office prior to January 1.

Clovis Community College may amend this plan at any time to ensure the plan remains in compliance with section 125 of the Internal Revenue Code.

## ***FLEXIBLE CAFETERIA PLAN***

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The Flexible Cafeteria Plan is for Clovis Community College full-time faculty members. It is a faculty member benefit plan established under Section 125 of the Internal Revenue Code which permits faculty members to pay for certain eligible expenses with pre-tax dollars. The Flexible Cafeteria Plan was instituted on January 1, 1994. The Plan's records are maintained on a 12-month period known as the plan year. The Plan year is defined as January 1 through December 31.

The Plan is a salary or wage reduction plan. The Plan offers reimbursement for “qualified expenses” as authorized under the Internal Revenue Code. Faculty members may elect to pay the group medical deductible, out-of-pocket medicine expenses, out-of-pocket dental expenses, optometry expenses, the medical costs declined by the medical insurance carrier, travel/mileage to and from your medical provider, and dependent care costs with pre-tax dollars rather than after-tax dollars. The Flexible Cafeteria Plan reduces the taxable income. Legally, claims may only be made once for any expense. Faculty members must safeguard against claiming a reimbursed expense again on the faculty member’s income tax return. The faculty member’s elected annual dollar allocation is effective in January (or date of hire) and may not be revoked or changed during the calendar year except for an IRS recognized change (marriage, divorce, birth or death of a dependent). To ensure the contribution amount is adequate, faculty members will need to estimate expenses for the year. Adequate contributions will ensure maximum usage of a pre-tax benefit; however, any amount remaining in the account at the end of the plan year will automatically be forfeited to meet IRS regulations.

Faculty members will be required to file a Flexible Cafeteria Plan form before the start of each plan year. This form serves as an agreement between Clovis Community College and the faculty member stating the amount the faculty member has elected to contribute towards this benefit. This amount will reduce the amount of compensation subject to federal income taxation. If the faculty member does not wish to participate in the new plan year, the faculty member must complete the Flexible Cafeteria Plan form indicating non-participation and return to the Human Resource Services Office prior to January 1.

If a terminating faculty member is participating in the Flexible Cafeteria Plan, the faculty member’s remaining unpaid elected annual dollar allocation for medical care expenses will be deducted from the faculty member’s final paycheck. The faculty member may continue to claim allowable medical reimbursement for the remainder of the calendar year and extend the benefit through the end of the plan year. Contributions to dependent care reimbursement will end upon termination of employment. Participants may continue to make claims on contributed funds.

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## ***RETIREMENT***

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Clovis Community College faculty members are covered by the provisions of the New Mexico Educational Retirement Act.

Participation in the New Mexico Educational Retirement system (NMEMA) is mandatory for all faculty members who have contributed to the NMEMA in the past, excluding temporary faculty members who work less than a 25% full-time equivalency and student faculty members.

Selected positions as determined by NMEMA are given a choice of participating in the NMEMA or to choose one of the alternative carriers: TIAA-CREF or VALIC.

The faculty member shall complete and return the selection of participation form for the Alternative Retirement Plan (ARP) within ninety (90) days of their employment date. If the faculty member fails to return the appropriate forms within ninety (90) days, the faculty member becomes a participant in the NMEMA.

Once the faculty member has elected a plan, state or alternative, it becomes irrevocable. The election shall be in writing and filed with the college and NMEMA.



Faculty members at public post-secondary schools who have made contributions to the ARP for at least seven years may elect to switch to the NMEIRA retirement plan going forward. To opt out of ARP, you must enroll in the NMEIRA plan within 120 days of eligibility. Eligibility is acquired once you have made a total of seven years of contributions to the ARP.

### **NEW MEXICO EDUCATIONAL RETIREMENT (NMEIRA)**

Faculty members contribute a percentage of their total earnings as established by the New Mexico Legislature. Faculty member contributions are refunded without interest on deposits prior to July 1, 1971, and with interest on deposits after July 1, 1971, to those who leave employment covered under the New Mexico Educational Retirement Act.

Refunds are not automatic. Forms for a refund of faculty member contributions are available in the Human Resource Services Office. Faculty member contributions to the NMEIRA are deferred from income tax. When the faculty member contributions are refunded they will be subject to taxation in the year refunded. Requests for refunds will be forwarded to the New Mexico Educational Retirement Board.

Retirement contributions are calculated on the gross annual salary. These contribution rates are subject to change in accordance with the New Mexico Educational Retirement Board. The following increments are anticipated.

Fiscal Year	Employer Contribution Rate	Employee Contribution Rate
2009-2010	10.90%	9.400%
2010-2011	11.65%	9.400%

Faculty members become vested in the plan after twenty quarters of participation. Faculty members covered by New Mexico Educational Retirement for at least twenty quarters may complete an Option B form. Option B provides a monthly annuity to a member's designated beneficiary upon death of the member prior to the member's retirement. It is permissible to change beneficiaries until retirement.

### **ALTERNATIVE RETIREMENT PLAN (ARP)**

Retirement contributions are calculated on the faculty member's annual salary. Faculty members become vested immediately in the ARP. CCC will contribute a percentage of the gross annual salary to the alternative carriers (TIAA-CREF and VALIC) as required by the New Mexico Educational Retirement Board. The faculty member owns this retirement annuity and if the faculty member leaves the institution, the full amount which has been invested during the time of employment will be retained by the faculty member. The faculty member has the opportunity to select the investment portfolios offered by each alternative carrier according to the contract the State of New Mexico has with each. The NMEIRA and Clovis Community College recognize these annuity contracts but do not endorse, and are not liable for losses relating to their use. Retirement benefits shall be paid in the form of a lifetime income. Single sum cash payments shall not be permitted except for death benefits.

### **RETIREE BENEFITS**

The following benefits are afforded retirees:

- Use of library and computer labs during operational hours if space allows
- Publications printed by the college
- Retain CCC email address
- All college-sponsored events and facilities are available on the same basis afforded to regular full-time faculty members. May participate in the CCC Wellness Program
- Retired faculty members shall have the same tuition waiver privilege as regular full-time faculty members

- The College shall pay 60% of the college-sponsored insurance premiums for retirees. The retiree must have been enrolled in CCC's health plan prior to retirement. If the retiree is a return-to-work retiree, upon termination of employment the retiree will revert to the health plan they were covered under when the retiree originally retired. Payments must be timely. Retiree may either pay health plan premiums monthly or quarterly. Non-payment could result in cancellation of health plan
- Term life insurance coverage continues, however, the value is reduced to \$10,000 at the time of retirement

For more information, please visit the NMEERA web site, [www.era.state.nm.us](http://www.era.state.nm.us).

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## ***DEFERRED COMPENSATION PLANS***

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CCC is pleased to provide faculty members the opportunity to participate in tax-deferred plans. These plans offer the faculty income tax advantage while saving for retirement. The amount that an employee may elect to have deducted for a tax-deferred plan is contributed to the plan before federal and state income tax, thereby reducing the faculty member's taxable income. Deductions do remain subject to FICA/MQFE. CCC does not give tax or legal advice. Please contact a tax professional for advice regarding specific situations. CCC has no fiduciary responsibility for the market value of the participant's investment or for the financial stability of the companies chosen by participants.

### **457(B) DEFERRED COMPENSATION PLAN**

CCC offers a Section 457(b) plan as defined in the Internal Revenue Code. Under Section 457(b), CCC may provide deferred compensation to employees. With the Economic Growth and Tax Relief Reconciliation Act of 2001, employees may maximize contributions to 403(b) plans and 457(b) plans. CCC provides 457(b) plans through TIAA-CREF and VALIC. For more information visit the following web sites:

[www.tiaa-cref.org](http://www.tiaa-cref.org)

[www.valic.com](http://www.valic.com)

### **403(b) DEFERRED COMPENSATION PLAN**

#### ***Eligibility***

403(B) plans are available to faculty members who normally work 20 hours or more per week. Section 403(b) is the Internal Revenue Code Section, which sets forth the rules for this kind of tax-deferred plan. Retirement investments will be made under a payroll deduction arrangement. These programs offer the faculty member income tax advantages. Contributions will automatically be invested in insurance contracts or mutual funds on the faculty member's behalf. Clovis Community College currently offers three 403(b) providers. Information on the CCC approved providers is available in the Human Resource Services Office. The College acts as a collector of the premiums without endorsing any of the participating companies.

#### ***Contributions***

Faculty members may elect to defer a portion of compensation each year taken directly from their paycheck. Total deferrals in any taxable year may not exceed the dollar limit set by the IRS for that calendar year, which applies to all deferrals the faculty member may make under this plan or other cash or deferred arrangements including other tax-sheltered 403(b) contracts. Generally, if total deferrals under all of these arrangements for a calendar year exceed the annual dollar limit, the excess must be included in the faculty member's income for the year. Faculty members are required to enter into a written salary reduction agreement and should contact the selected CCC 403(b) provider regarding their maximum deferral amount. Faculty members may change or stop the amount of their tax-deferred contributions at any time.

***Transfers and Rollovers***

Transfers are available to current employees. Transfers occur when a faculty member moves 403(b) contributions from one CCC approved vendor to another. Rollovers are available to former employees.

***Distribution Eligibility***

Distribution eligibility occurs when an employee is no longer employed with Clovis Community College or the employee reaches the age 59 ½.

## ***SOCIAL SECURITY***

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In addition to retirement benefits under the New Mexico Educational Retirement Act, each eligible faculty member will receive benefits under the Social Security Act. The following is provided for general information purposes. Specific questions should be addressed to the Social Security Administration Office. The Social Security Administration Office has set up a user friendly method of filing for benefits online at [www.socialsecurity.gov](http://www.socialsecurity.gov).

### **ELIGIBILITY**

When a faculty member works and pays Social Security taxes, “credits” are earned toward Social Security benefits. The number of credits needed to obtain retirement benefits depends on when the faculty member was born. Faculty members born in 1929 or later, will need 40 credits (10 years of work). If a faculty member stops working before enough credits to qualify for benefits have been accumulated, the credits will remain on the faculty member’s Social Security record. If a faculty member returns to work later on, additional credits may be earned in order to qualify. No social security retirement benefits can be paid until the required number of credits has been obtained.

### **EARLY RETIREMENT**

Social Security retirement benefits may be obtained as early as age 62, but if a faculty member retires before full retirement age, benefits will be permanently reduced, based on age.

### **FULL RETIREMENT AGE**

The “full retirement age” is 65 for people who were born before 1938. Due to longer life expectancies, the Social Security law was changed to gradually increase the full retirement age until it reaches age 67. The following table outlines full retirement ages.

<b>Age to Receive Full Social Security Benefits</b>	
<b><i>Year of Birth</i></b>	<b><i>Full Retirement Age</i></b>
1937 or earlier	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67
<b><i>NOTE: People who were born January 1 of any year should refer to the previous year.</i></b>	

### DELAYED RETIREMENT

Faculty members may choose to keep working even beyond full retirement age. By doing so future Social Security benefits can increase in two ways. First, each additional year a faculty member works adds another year of earnings to the Social Security record. Higher lifetime earnings may mean higher benefits at retirement. Secondly, benefits will increase automatically by a certain percentage from the time full retirement age is reached until the faculty member starts receiving benefits or until the faculty member reaches age 70. The percentage varies depending on year of birth. For example, if a faculty member was born in 1943 or later, Social Security will add 8 percent per year to the faculty member's benefit for each year that was delayed by signing up for Social Security beyond full retirement age.

**Note: If a faculty member decides to delay retirement, the faculty member should still sign up for Medicare at age 65.** In some circumstances, medical insurance costs more if the faculty member delays applying for it. For more information visit the Social Security website [www.socialsecurity.gov](http://www.socialsecurity.gov).

### SOCIAL SECURITY RETIREMENT BENEFITS

Benefit payments are based on how much was earned during the faculty member's working career. Higher lifetime earnings result in higher benefits. If there were some years when a faculty member did not work or had low earnings, the benefit amount may be lower than if the faculty member had worked steadily. Benefit payment also is affected by the age at which the faculty member decides to retire. If the earliest possible retirement age for Social Security, age 62, is elected, the benefit will be lower than if the faculty member waits until later to retire. A Social Security Statement is mailed to the faculty member by the Social Security Office each year, about three months prior to the faculty member's birthday. It can be a valuable tool to help plan a secure financial future. It provides a record of earnings and gives estimates of what Social Security benefits would be at different retirement ages. It also gives an estimate of the disability benefits available if a faculty member becomes severely disabled before retirement, as well as estimates of the survivor's benefits Social Security would provide to a spouse and eligible family members upon the faculty member's death.

Choosing when to retire is an important but personal decision. Regardless of the age selected to retire, it is a good idea to contact Social Security in advance to see which month is best to claim benefits. It may be advantageous to have Social Security benefits start in January, even if the faculty member does not plan to retire until later in the year. The rules can be complicated, CCC urges faculty members to discuss retirement plans with a Social Security claims representative in the year before the year the faculty member plans to retire.

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### WORKER'S COMPENSATION

If injured on the job, College faculty members are protected under the New Mexico Worker's Compensation Laws. Premiums for this coverage are paid by the College. The injured faculty member will be placed on medical leave until the medical leave balance is depleted, if the injury is serious enough to cause a loss of work time. New Mexico Statutes require that a faculty member be off work for seven consecutive days prior to the payment of total temporary disability benefits. During this time, medical leave must be used.

### LIGHT DUTY

When a faculty member requests light duty due to a medical condition, CCC will provide the employee with a copy of their current position description. The faculty member will be required to have their physician indicate what the faculty member can do in regards to their position description. Granting light duty is discretionary and shall be only when available work exists within the faculty member's limitations. If the faculty member is unable to perform any of their essential functions, the faculty member will be required to utilize medical leave.

### **BENEFIT CALCULATION**

Under New Mexico law, a faculty member is entitled to receive 66 2/3% of the average weekly wage during the time the faculty member is unable to work. The average weekly wage is calculated by taking the average of the past 26 weeks. If the faculty member is off work for more than four weeks, the wages for the “seven-day waiting period” will be added to the benefit.

### **BENEFIT PAYMENT**

Faculty members may continue to be paid in full by Clovis Community College from accrued medical leave balances. If the faculty member receives full pay and also payment for loss wages from the worker’s compensation insurance, the payment from worker’s compensation insurance is to be remitted to Clovis Community College. The funds received will be utilized to buy back the equivalent medical leave. It is unlawful to collect disability benefits, while receiving full salary payment.

In the event the faculty member does not have any available medical leave balances or elects leave without pay, the faculty member will be responsible for payment of any insurance or benefit premiums that may apply. The faculty member should work closely with Human Resource Services during the disability period. Human Resource Services will provide information on salary payment and insurance payment options. A faculty member returning to work from a worker’s compensation related accident must:

- Submit a medical statement from the attending physician that the faculty member is physically able to return to full duties
- Report to work within one working day after release from worker’s compensation

## IV. HEALTH AND SAFETY PRECAUTIONS

### *UNIVERSAL PRECAUTIONS FOR INFECTIOUS CONTROL PLAN*

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The Clovis Community College Universal Precautions for Infectious Control Plan implements the requirements of the OSHA Standard 29 CFR 1910.1030. All faculty members shall adhere to Universal Precautions, an approach to infection control. According to this concept, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other blood borne pathogens.

The Universal Precautions for Infectious Control Plan will be located in the Custodial Services Office, (Room 157), the College library, and the Child Care Center. All faculty members that are identified as having occupational exposure will participate in a training program. Faculty members will be trained at the time of initial assignment to tasks where occupational exposure may occur and at least annually thereafter. Additional training may occur when changes such as modification of tasks or procedures may affect faculty member's occupational exposure.

Hepatitis B vaccinations will be made available to all faculty members following the required training who have occupational exposure on an average of one or more times per month and post exposure follow-up for all faculty members with an occupational exposure incident.

#### **PERSONAL PROTECTIVE EQUIPMENT KITS**

The Personal Protective Equipment kits are for rendering first aid only and are located in designated areas. A listing of all locations will be maintained at the Information Desk. Clean up of human blood or certain human bodily fluids will be performed by trained personnel only. Contact Custodial Services at 769-4165.

### *ACCIDENT/EMERGENCY PROCEDURES*

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#### **EMERGENCY PROCEDURES**

Emergency procedures, to be followed in the event that an emergency should occur at Clovis Community College, are distributed to all faculty and staff. Faculty members should become familiar with the contents of the plan and have it readily available for quick reference in time of an emergency. The procedures are intended only as a guideline. Commonsense and good judgment should prevail at all times. In an emergency situation call 911 after obtaining an outside line for help and assistance. Contact the Information Desk or Security and they will alert the appropriate administrator. The following areas of concern are addressed in the Emergency Procedures located on the college website.

- Leadership and Coordination in an Emergency Situation
- Communications in the Event of a Campus Emergency
- Accident Reports
- Serious Illness or Injury
- Bomb Threat
- Chemical/Biohazard Emergencies
- Fire
- Fire Drill Evacuation Procedures
- Disruptive Persons/Events
- Mobile, Active Threat of Violence
- Flood
- Utility Failure
- Hazardous Weather
- Evacuating Persons With Disabilities

- Tornado
- Emergency Telephone Numbers
- Clovis Community College Emergency Numbers
- Non-Emergency Telephone Numbers
- Telephone System Paging

### **CLOVIS COMMUNITY COLLEGE EMERGENCY ALERT SYSTEM**

The purpose of the Emergency Alert System (EAS) is to notify students, faculty and staff as quickly as possible in the event of a critical incident on campus. Ceiling mounted speakers have been installed in all classrooms for dissemination of emergency announcements. The system will only be used for emergency notifications. Notifications can be sent to a faculty member's cell phone and two email accounts.

### **ACCIDENT PROCEDURES**

All on-campus accidents and incidents, no matter how minor, must be reported to Security.

- Notice of Accident Forms are available at the Information Desk, from Security, or the Human Resource Services Office. The accident form should be completed by the injured person as soon after the accident as practical. Ideally, the injured person completes the detailed form with Security. College faculty members who witness an accident, or assist with an injury should contact Security.
- When a person is injured, the primary concern must be the injured's well being. When medical help is necessary, call 911 immediately. College faculty members are not authorized to commit the college to any responsibility for an accident.
- Faculty member accidents that occur on campus during working hours or authorized travel off campus are covered through worker's compensation. Worker's compensation claims must be filed in the Human Resource Services Office.

## ***CAMPUS SECURITY***

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The Clovis Police Department provides security and law enforcement for the College. Twenty-four hour patrol and dispatch services are provided with access through the emergency telephone number 911.

The College employs campus security personnel who are responsible for the College's security. The security personnel may be contacted through the Information Desk which is located in the Commons area or by calling 769-2811 or 769-4199. Preventing crime is a shared responsibility between the College and its campus members. Please promptly report crime, suspicious activity or emergencies which occur on campus.

The College maintains a copy of its Campus Security Policy in the library. The annual report of crime on campus, which is defined in the policy, is also available in the library.

### **WORKPLACE VIOLENCE**

Clovis Community College will not tolerate violence. Aggressive acts or threats will be cause for dismissal.

Clovis Community College strictly adheres to Section 30-7-2.4, NMSA 1978, which prohibits the carrying of firearms on the college premises, including the buildings and grounds, parking areas, and playing fields in or on which college related activities are conducted. Exceptions to this policy apply only to law enforcement personnel, college security personnel, an academic program, activity, or special event approved by the President, and any persons older than nineteen years of age on the college premises in a private automobile or other private means of conveyance for lawful protection of the person's or another's person or property. Violation of the State law is a criminal misdemeanor.



Violators of this policy shall be prosecuted and punished under New Mexico law and the faculty member policies of Clovis Community College.

### ***SMOKE-FREE POLICY***

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The Clovis Community College Board of Trustees recognizes that the use of smoking tobacco including cigars, cigarettes, and pipes represents a health and safety hazard, which can present serious consequences for the user and those non-users who are exposed to their use in the facilities of Clovis Community College. Due to the grave concern on the part of the Board for the safety and health of students, faculty members, visitors, and guests of the College and because of personal harm which could result from a smoke contaminated environment, the Board of Trustees has prohibited smoking by all students, faculty members, visitors, and guests in all buildings and vehicles owned or leased by Clovis Community College and in any other areas around the College designated as non-smoking. Non-smoking areas include all College courtyards, spaces between buildings and campus interior parking lots. The designated smoking areas are the perimeter parking lots only.

## V. EMPLOYMENT POLICIES

### *FACULTY PERSONNEL INFORMATION DISCLOSURE POLICY*

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#### **GENERAL POLICY**

Clovis Community College recognizes that as a public institution, it has an obligation to the citizens of the State and a legal mandate from the legislature of the State to disclose on request the gross salary paid to any faculty member of the institution. In addition, the College recognizes its obligation to its faculty members not to disclose personal and private information maintained in personnel files. In order to satisfy both of the above obligations, the College has adopted the following policy:

The following information on each faculty member shall be available for public disclosure: name, job title, gross salary, dates of employment, degrees held and conferring institutions. All other individually-identifiable faculty member personnel information is private and will not be generally disclosed except as required by federal or state statutes or regulations. General personnel information which cannot be identified with an individual faculty member (such as average salaries, salary tables, percent of minority faculty, faculty-student ratios, etc.) may be disclosed by appropriate campus officials (for example, to the news media for a news story, to a college association for a salary survey, to another college or other employers for comparison purposes, etc). Also, information generally available to faculty members, such as the Faculty Handbook, will be on file in the Human Resource Services Office for public inspection. Non-public individual faculty member information will be released if authorized in writing by the faculty member. It is CCC's practice, in the absence of written authorization from the faculty member, to respond to an employment reference inquiry only by verifying the fact and dates of employment, position held and, if requested, salary paid. Any department receiving a direct request for such information should not respond, but should forward the request to the Human Resource Services Office for reply. Written requests by credit companies and retail establishments for salary and employment verifications will be honored by the Human Resource Services Office with the faculty member's written release.

Clovis Community College adheres to the Family Educational Rights and Privacy Act (FERPA) and the New Mexico Inspection of Public Records Act.

#### **DISCLOSURE PROCEDURE**

Most personnel records are considered confidential and the property of the College. Personnel records and files will therefore be available or disclosed only to those persons who are authorized by the College to have access to them on a need-to-know basis, or such other persons authorized by the College under legal rights to review or obtain applicable parts of such records (See Clovis Community College Inspection of Public Records Policy). Salary and other faculty member personnel information is communicated to individual faculty members by the Human Resource Services Office. Faculty members may have access to all information in their own personnel file but may not remove the file or any material in it without the specific approval of the Executive Director for Business & Government Relations. A signature and date will be required when reviewing/copying materials from files. Payroll data, performance evaluations, and other normal employment data (including disciplinary actions) initiated by the College, shall not be considered privileged and shall be made available to the faculty member.

## ***CONFLICT OF INTEREST***

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### **GENERAL POLICY**

Clovis Community College recognizes that its employees lead complex lives with personal and professional relationships extending beyond the college. Along with the benefits of CCC employment come certain responsibilities. Central among these responsibilities is the shared obligation to ensure that all activities and transactions carried out on behalf of the College are conducted for the benefit of the College and in accordance with its policies.

While specific expectations may vary given the nature of the faculty member's position or function, the following guidelines set baseline standards for all employees. Recognizing that conflicts may be unintentional, the guidelines anticipate that employees will seek advice when concerns arise. Employees externally funded (i.e. grants) may be subject to additional conflict of interest policies and separate disclosure documents.

Conflict of interest occurs when a faculty member is in a position to influence a decision that may result in a personal gain for that faculty member or for a relative as a result of the College's business or professional dealings. Conflict of interest also involves situations in which financial or other personal considerations have the appearance of directly and significantly affecting a faculty member's judgment in carrying out College duties and responsibilities. The College's general policy prohibits:

- Faculty members from accepting any favor or gratuity from any person, firm, or corporation which might affect the faculty member's judgment in the impartial performance of duties
- Accepting gifts or loans from persons with whom the faculty member has had official duties within the last two (2) years
- Participating in any official act affecting a business in which the faculty member has an official interest, or acquiring a financial interest in said business
- Using confidential information acquired from state employment for personal profit
- Certain types of contracts between state agencies and present or former faculty members or with members of the legislature

In addition, the New Mexico statute requires the disclosure of financial interest in any transaction with a state agency to be filed with the Secretary of State of the State of New Mexico in January of each year during employment, and imposing other rules of conduct in transactions between state faculty members and state agencies.

Any faculty member or faculty member's spouse who has a financial interest in a business must publicly disclose this interest to the Purchasing Agent before Clovis Community College can purchase goods or services from this business. The Purchasing Agent, following procedures outlined in the Procurement Code will purchase goods or services from the source most advantageous to the College. The public disclosure must be made in writing and will be maintained in the Purchasing Department.

The employment of relatives in the same work area of an organization can cause serious conflicts and perceived problems of favoritism. It is the policy of Clovis Community College that relatives will not be employed in the same department without the advance approval of the President.

## CODE OF CONDUCT

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### GENERAL POLICY

In accepting a position with the College, it shall be understood that a faculty member will assume an obligation to be acquainted fully with the mission, philosophy, purposes and objectives of the institution. Faculty members shall agree without reservation to maintain a high level of performance and carry out effectively all other assigned duties and never give rise to suspicion of improper conduct. Faculty members represent the College and should dress appropriately for the work environment as determined by the Division Chair. Faculty members shall maintain a basic respect for all supervisors and co-workers. Inappropriate language directed at fellow employees will not be tolerated. Failure to comply with these policies is cause for disciplinary action up to, and including, discharge.

Pursuant to the New Mexico Statutes, Clovis Community College promulgates the following Code of Conduct for all personnel of the College.

**Business Ethics:** Faculty members of the College shall maintain the highest standards of business ethics in transactions with the College, the state, federal and local governments and the public. Faculty members of the College will not act on College matters on the basis of personal gain nor will they divulge confidential information to unauthorized persons. Faculty members must refrain from activities that may give the appearance of or the perception that they may be using their positions or knowledge gained from their employment to inappropriately influence decisions to their advantage or the advantage of family and friends.

Faculty members have a fiduciary responsibility to ensure budgets under their control are disbursed for only authorized expenses. The use of state property, including telephones and classroom, lab or office equipment, is restricted to official business. It is expected that any personal business conducted over the telephone will be kept to a minimum. Excessive personal phone calls or use of computers, photocopiers, typewriters, etc. for personal reasons may lead to restrictions or disciplinary action. Personal long distance phone calls and personal copies are to be charged to the faculty member. Faculty members receiving a cell phone stipend are responsible for maintaining the cell phone and providing the cell phone number to Clovis Community College as an emergency phone number at which the faculty member may be contacted at any time necessary for appropriate college business. The stipend is a taxable benefit. Faculty members sending personal mail through the campus mail system must pay for the postage.

Removing state property from the campus for personal use is expressly forbidden. Any faculty member wishing to take Clovis Community College property home to work on official business must receive permission from the Division Chair to do so. Failure to comply with these policies is cause for disciplinary action up to, and including, discharge.

Clovis Community College places some employees under fidelity bonds. All cases are immediately turned over to the College insurance carrier.

Faculty members and division chairs certify that the time entered for compensation represents a true and accurate record of time. Failure to accurately reflect hours worked, by employees or supervisors, is cause for disciplinary action up to, and including, discharge. Faculty members are ultimately responsible for any entries made using their ID and PIN.

**Fiscal Conduct:** CCC employees are expected to maintain the public trust and to preserve and to protect the assets and financial interests of the College by:

- Promoting adherence to federal and state law, administrative rules, and College policies

- Promoting increased awareness of the possibility that various forms of fiscal misconduct may occur
- Establishing responsibility for the prevention, detection, investigation, and resolution of fiscal misconduct

Fiscal misconduct means a deliberate act or failure to act regarding fiscal matters, contrary to established law, rule, or policy, with the intent to obtain an unauthorized benefit which results in loss or other damage to the College. Fiscal misconduct includes, but is not limited to:

- Embezzlement or misappropriation of College funds, goods, property, services or other resources
- Improper handling or reporting of financial transactions
- Authorizing or receiving compensation for goods not received or services not performed
- Authorizing or receiving compensation for hours not worked
- Forgery or unauthorized alteration of financial documents or records

Suspected fiscal misconduct is a reasonable belief or actual knowledge that fiscal misconduct has occurred or is occurring.

Faculty members with supervisory duties are responsible for creating an environment that contributes to the deterrence of fiscal misconduct and for maintaining a system of internal controls that assists in the prevention and detection of incidents of misconduct. Supervisors should be familiar with the types of fiscal misconduct that might occur within their area of responsibility and be alert for indications of their occurrence.

If a faculty member knows or suspects that another individual has engaged in fiscal misconduct, fiduciary responsibility requires the faculty member to notify their immediate supervisor. If the division chair is suspected of fiscal misconduct, the faculty member should notify the Executive Vice President for Educational Services. If fiscal misconduct is reported to a division chair, director, dean, vice president, or another responsible person, that individual must immediately notify the Director of Human Resource Services. Failure to report or provide relevant information may constitute fiscal misconduct. The Director of Human Resource Services will respond to the situation and notify other offices as appropriate.

The College's disciplinary actions will be imposed and appropriate action will be pursued if an investigation reveals fiscal misconduct through misappropriation of College funds or resources, or other security breaches in the College, including its financial and operating systems. Fiscal misconduct may lead to employment sanctions up to and including termination, and may subject the faculty member to civil liability and/or criminal prosecution. All members of the CCC community are responsible for ensuring their own conduct, and the conduct of anyone reporting to them, fully complies with this policy.

Full cooperation by all employees is required during the investigation of fiscal misconduct. The report of alleged misconduct will be maintained in a confidential manner consistent with College policy. The reporting faculty member will also be protected from retaliation consistent with College policy.

**Personal Ethics:** Faculty members are expected to conduct their personal business in such a manner as not to reflect adversely on Clovis Community College.

**Confidentiality:** During the course of employment at CCC, a faculty member may have access to confidential or other sensitive data. Faculty members are not to use these documents, data, or other information obtained during employment except for the performance of specific tasks related to assigned duties.

**College Vehicle Usage:** Vehicles and the vehicle's individually assigned credit card are to be used for business use only. Faculty members are expected to maintain the highest standards while utilizing vehicles and other movable assets. Misuse of vehicles and other movable assets may result in disciplinary action.

Official use is for authorized faculty members or authorized passengers. An authorized passenger means a College faculty member or any person in the furtherance of official College business. Any traffic citation or parking ticket is the responsibility of the faculty member. The faculty member shall ensure that College vehicles are locked when left unattended.

Use of a CCC state owned vehicle might be denied under the following conditions:

- If a faculty member permits an unauthorized person to drive or transports an unauthorized passenger, the College faculty member may be held personally liable for any personal injury, death, or property damage arising from the unauthorized use of the College vehicle
- If a faculty member is driving while under the influence of intoxicating liquor or drugs
- If the faculty member's license has been revoked or suspended for any reason that invalidates the College's insurance coverage
- If a faculty member fails to obey the driving laws of the State of New Mexico or applicable jurisdiction.

In the event while operating a state owned vehicle an employee receives an incoming call, it is suggested that the employee pull to the side of road in order to safely receive the call. This practice is suggested regardless of whether or not it is a CCC provided or personal cell phone.

**Information Technology Acceptable Use Policy:** Clovis Community College provides numerous information technology resources for use by the faculty. Information technology includes, but is not limited to, all college computing equipment, software, systems, and networks. These resources are provided to support the College's mission and institutional goals. All users are required to follow the College's Information Technology Acceptable Use Policy governing the use of these resources. The purpose of this policy is to protect the College's technology users and resources to ensure equitable access and proper management of resources. Violations of this policy could result in disciplinary review. In such a review, the full range of disciplinary sanctions is available including the loss of computer use privileges, dismissal from the College, and legal action.

**Workplace Violence:** Clovis Community College will not tolerate violence. Aggressive acts or threats will be cause for dismissal. Clovis Community College strictly adheres to Section 30-7-2.4, NMSA 1978, which prohibits the carrying of firearms on the college premises, including the buildings and grounds, parking areas, and playing fields in or on which college related activities are conducted. Exceptions to this policy apply only to law enforcement personnel, college security personnel, an academic program, activity, or special event approved by the President, and any persons older than nineteen years of age on the college premises in a private automobile or other private means of conveyance for lawful protection of the person's or another's person or property. Violation of the State law is a criminal misdemeanor.

Violators of this policy shall be prosecuted and punished under New Mexico law and the employee policies of Clovis Community College.**-Outside Activities:** Faculty members of the College are expected to perform their duties faithfully and efficiently. A faculty member should not cause suspicion of improper conflict with the interests of the College or any

agency of the state government. Personal relationships where one participant is in a position of power/authority/control over the other participant may raise questions of conflict of interest, personal or institutional integrity, implied coercion, and harassment.

Faculty members are expected to devote their primary work efforts to the business of the College. Activities that interfere with the primary work commitment to the College must not be undertaken. Therefore, faculty members are discouraged from engaging in other employment that:

- Could be inconsistent with the interests of the College
- Could by reason of the association, have a derogatory effect on the College
- Could require devoting so much time and effort that the College employment efficiency would be adversely affected

If work performance suffers, Division Chairs will document the lack of performance either on an Employee Warning Record, a letter to the faculty member, or the next scheduled performance appraisal form. In all outside activities unrelated to the faculty member's employment, the faculty member functions without the College's sponsorship and the College assumes no responsibility for such activities.

### ***DRESS CODE***

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Faculty members represent the College and should dress appropriately for the work environment as determined by the Division Chair. The following factors should be considered.

- The nature of the work
- Personal hygiene
- Safety considerations such as necessary precautions when working near machinery, chemicals, or hazardous waste
- The nature of the faculty member's public contact, if any, and the normal expectations of outside parties with whom the faculty member will work
- The prevailing practices of other faculty members in similar positions

In areas where CCC uniforms are provided, they must be worn. Uniforms may not be worn when the faculty member is not at work.

### ***DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL CAMPUS POLICIES***

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#### **GENERAL POLICY**

Clovis Community College is a drug-free campus. Drug and alcohol abuse on campus poses a serious threat to the health and welfare of faculty, staff, and students; impairs work and academic performance; jeopardizes the safety and well-being of other faculty members, and members of the general public; and conflicts with the responsibility of Clovis Community College to foster a healthy atmosphere for the pursuit of education and service.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the premises of Clovis Community College, including but not limited to, its campus grounds, facilities, vehicles, or any activity held on the College premises.

#### **PURPOSE**

To inform all faculty members about:

- The dangers of drug or alcohol abuse in the workplace
- The Board of Trustee's policy for maintaining a drug-free Campus environment

- The information on available drug or alcohol counseling, rehabilitation, or faculty member assistance programs
- The appropriate disciplinary action and penalties that may be imposed for a drug or alcohol abuse violation

### **REQUIREMENTS**

Each faculty member as a condition of employment must:

- Abide by the Board of Trustee's Drug-Free Workplace and Drug-Free Campus Policy
- Notify the Executive Director for Business & Government Relations of any criminal drug statute conviction for a violation occurring on the campus premises no later than five days after conviction
- Sign a certification of awareness of the Campus Drug-Free Workplace and Drug-Free Campus Policy and programs. Each faculty member will be provided a copy of the policy

### **AVAILABLE ASSISTANCE**

A description of the health risks associated with the use of illicit drugs and the abuse of alcohol will be provided to each faculty member. A description of any drug or alcohol counseling, treatment, rehabilitation, or re-entry programs that are available will be provided to each faculty member by the Human Resource Services Office. CCC offers counseling referral services to those requesting it.

### **DISCIPLINARY ACTION**

Clovis Community College will impose disciplinary sanctions on faculty members consistent with local, State, and Federal law up to and including termination of employment and referral for prosecution for violations of the standards of conduct. Appropriate disciplinary action will be according to the Disciplinary and Discharge Policy, and/or requiring the faculty member to participate in an approved drug-abuse assistance or rehabilitation program.

## ***EVALUATION, RETENTION AND COMPENSATION OF FACULTY***

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### **EVALUATION OF FULL-TIME FACULTY**

The goal of faculty evaluation is to improve teaching and to develop excellence in faculty performance. A secondary, but equally critical purpose of faculty evaluation is to contribute to the process for the determination of faculty status including continuation, appointment, termination, and reassignment.

The Clovis Community College Faculty evaluation system is coordinated by the Faculty Evaluation Committee and Executive Vice President, based on procedures established by the institution and published to all members of the full-time faculty.

### **PROCEDURES FOR FULL-TIME FACULTY EVALUATION**

During the first week of each fall semester, the Executive Vice President along with the approval of the President will publish an academic calendar specifying the dates for each step of the faculty evaluation process. The calendar may differ yearly, but the steps will remain until such time as the faculty may participate in the amendment of these policies. The steps and procedures follow:

- A. Full-time faculty members will elect Faculty Evaluation Committee (FEC) replacements in the final regular FACCC meeting of the Spring Semester and the new FEC members will start serving the next fall term. The FEC shall consist of one (1) member from each department who has attained tenure or continuing contract status. Any department with three (3) or fewer full-time faculty members will be



combined with the next smallest department. This is strictly for FEC elections only. Three (3) members of the committee will be elected each spring for a two-year term, so that half the members are new and half continuing each academic year. No member will serve more than two (2) consecutive terms. Division Chairs, resource faculty, and probationary faculty shall not be eligible for service on the FEC

- B. The FEC and the Executive Vice President will monitor the faculty evaluation process and will establish appropriate evaluation procedures. Should there be disagreement regarding these processes or procedures, the President shall resolve the issues
- C. Each returning full-time faculty member will meet with the Executive Vice President at the beginning of the academic year to establish performance goals and objectives for the new academic year
- D. Each new full-time faculty member will meet with the Executive Vice President within the first three weeks of employment to formalize performance goals and objectives for the first contract period
- E. Each full-time faculty member will be evaluated by the students currently enrolled in the faculty member's classes using a form for evaluation agreed upon by the Executive Vice President and FEC
- F. In order to facilitate the annual evaluation process, the Executive Vice President shall assemble a review file on each regular full-time faculty member. This file shall contain the faculty member's annual statement of performance objectives, self-report form, Division Chair's evaluation of performance, and the results summary from the most recent student evaluation of instruction. Each probationary faculty member requesting a change to continuing contract or tenure status shall, in addition, provide a portfolio of materials for review by the FEC, the Executive Vice President and the President; these materials are to be prepared in accordance with instruction included in Appendix A.
- G. Recommendations regarding a faculty member's status are submitted by the FEC to the Executive Vice President based on information in the review file and/or tenure or continuing contract portfolio. Recommendations for continuance, non-reappointment, tenure, or continuing contract are forwarded in writing to the President according to the academic calendar. If there is disagreement between the recommendations of the FEC and the Executive Vice President, the President will render a decision within five working days and notify the FEC, the Executive Vice President, and the faculty member in writing. If the President's decision does not favor the faculty member, the faculty member has five working days to submit a written rebuttal to the President. The rebuttal will be limited to statements regarding the oversight or error in fact contained in the recommendations or the review file
- H. The President will then review the rebuttal, if any, and recommendations and advise the faculty member within five working days in writing of his or her decision
- I. Presidential action will be submitted to the Board of Trustees for review not later than its regular April meeting. The Trustees may review the recommendations of the President which adversely affect a faculty member to determine whether or not a hearing is necessary. A request for a hearing by a faculty member must be made at least two weeks prior to the regular April Board meeting

#### **EVALUATION OF PART-TIME FACULTY**

The FEC and the Executive Vice President establish procedures which incorporate student assessment of performance and/or other methods including observations of classroom instruction. Every part-time instructor will be evaluated by his or her students annually. The

FEC reviews the results of evaluation of part-time faculty members and may make recommendations on their continuance to the Executive Vice President.

### **RETENTION OF TENURE AND CONTINUING CONTRACT FACULTY**

A central objective for tenure and continuing contracts is to safeguard and maximize a faculty member's academic freedom. Clovis Community College subscribes to the principles of academic freedom and maintains the responsibility to offer due process. Furthermore, the College readily accepts the concept that continuous employment, adequately defined and interpreted, is mutually beneficial to the faculty member and to the College. Clovis Community College therefore is willing to take upon itself the obligation of protecting the individual's professional security and of respecting the need for academic freedom which is justification for such security.

Commitments of tenure and continuing contracts do not imply or guarantee a lifetime appointment for an individual. Rather, such commitments mean that neither a tenured faculty member nor a continuing contract faculty member, during the term of the continuing contract, will be terminated without cause and the observance of procedural due process.

Also, adequate cause for termination may exist by reason of the discontinuance of a program in which the faculty member teaches, or unforeseen financial emergencies within the institution.

These principles for tenure and continuing contracts also carry with them the understanding and rationale for probationary appointments. The probationary periods specified provide the appointee the opportunity to establish and demonstrate his or her professional excellence. The probationary faculty member has no due process rights following the expiration of any contract period. The faculty member should be cognizant that the institution has the responsibility to recruit and develop the most competent faculty possible.

### **FACULTY SALARIES**

Clovis Community College is committed to attracting and retaining dedicated and well-qualified faculty through its salary and fringe benefits package, opportunities for professional development, functional and supportive management, and the maintenance of an institutional environment which is conducive to satisfying and productive work. The Board of Trustees and administration realize the importance of compensation which is equitably distributed, competitive, and reflects the value placed on relevant qualifications and experience.

As a part of the annual budgeting process, the College develops pay tables which are used to determine salaries for each new contract year. The Human Resource Services Office uses these tables to calculate salaries for each faculty employee on the basis of academic attainment and years of experience. Figures are rounded to the nearest dollar.

***Initial Salary Placement:*** Initial placement on the salary table is determined primarily by academic attainment. Recognized categories of academic attainment are:

- Bachelor's degree or less
- Bachelor's degree plus 15 graduate semester credit hours
- Master's degree or Bachelor's degree plus 32 graduate semester credit hours
- Master's degree plus 15 graduate semester credit hours
- Doctorate or Master's degree plus 32 graduate semester credit hours

In addition, a new faculty member may be awarded up to three years experience for prior postsecondary teaching experience, resulting in placement at Step A, B, C, or D on the salary table, as determined by the Executive Vice President. The Executive Vice President may add

a maximum of two additional steps based on a high demand discipline. Credit may be awarded for full-time or aggregated part-time postsecondary teaching experience. Experience credit is awarded at the option of the College as a part of the initial offer of employment, and is not awarded retroactively.

**Experience Step Placement:** Following initial placement on the salary table, one vertical step is awarded for each year of work experience completed at Clovis Community College. The awarding of experience steps occurs in the budgeting process and does not require any action on the faculty member's part.

**Educational Grade Level Advancement:** An Educational Grade Level Advancement is awarded in recognition of the faculty member's achievement of a higher level of academic attainment, relevant to their teaching area, in terms of the previously stated categories. The faculty member is responsible for initiating a request for educational grade level advance, and for ensuring that official transcripts verifying the successful completion of applicable course credits are sent to the Office of the Executive Vice-President for Educational Services for inclusion in the faculty member's file. The request for educational grade level advance should be submitted in writing to the Executive Vice President with a copy to the Director of Human Resource Services. Grade advancement will be effective with the beginning date of faculty duty for the fall semester following completion of all work submitted in satisfaction of requirements for the educational grade level advancement. An advancement achieved after this date will be effective with the next fall contract. A matrix showing the pay amount for educational attainment is available on the CCC intranet site (<http://pathway.clovis.edu>). The columns of the matrix consist of the categories of educational attainment.

**Faculty Commitments:** A two-year commitment may be required for faculty members receiving certification or additional educational assistance paid for by CCC. If a faculty member fails to meet the commitment, monies provided to obtain the additional certifications or educational assistance will be charged to the faculty member.

**Offer of Contracts:** A letter of contract intent for the following year will be offered to full-time faculty members in the spring semester. It should be noted that budgets are dictated by the award of funds through the legislative process and time schedules are not always predictable. The offering of summer contracts and extra service contracts such as overloads are arranged with the individual faculty members by the Executive Vice President. A faculty member is not required to accept employment in excess of the specified number of semester hours of instruction deemed a normal instructional load.

The faculty payroll is calculated over a twelve-month period (26 pay periods). Deferrals for summer pay are subtracted from the bi-weekly check. The deferred balance is paid to the faculty member in May. Benefit deductions for June through August are deducted from the May check allowing faculty members to continue with the benefit of tax-sheltering.

CLOVIS COMMUNITY COLLEGE					
Faculty Salary Table					
Educational Attainment					
* Years of Experience Awarded At Hire	Bachelor's Degree 01	Bachelor's Degree + 15 hours 02	Master's Degree or Bachelor's + 32 hours 03	Master's Degree + 15 hours 04	Ph.D., Ed. Specialist, or Master's + 32 hours 05
<b>A</b>					
↓					
<b>D↓</b>					

The Salary table is updated each July 1<sup>st</sup> and is available in the Human Resource Services Office and on the intranet website (<http://pathway.clovis.edu>).

## ***DISCRIMINATION AND GRIEVANCE POLICY***

Title VI and VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Title I of the 1968 Civil Rights Act, Title IX of the Educational Amendments of 1972, the Civil Rights Restoration Act of 1987 and the Americans with Disabilities Act require colleges to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging discrimination based upon race, age, religion, color, national origin, ancestry, sex, sexual orientation, spousal affiliation, gender identity, veteran's status, physical or mental disability or serious medical condition.

### **DEFINITION**

Any act of discrimination against an individual at Clovis Community College is defined as the failure to treat persons equally where no reasonable distinction can be found between those favored and those not favored. A grievance shall mean a complaint has been filed indicating a violation, misinterpretation or inequitable application of Clovis Community College policies and practices.

### **SCOPE**

This policy applies to any individual faculty member. A faculty member may bring questions about procedure, seek informal advice or present a complaint to the Director of Human Resource Services. As an alternate, the Executive Vice President may be the person with whom an original contact on this subject may be made. In cases of alleged discrimination, individuals may use this policy and procedure to initiate grievances.

### **GROUND FOR A GRIEVANCE ACTION**

- Any decision in the evaluation of a faculty member's performance resulting in a below standard appraisal allegedly resulting from a violation of the campus discrimination policy
- Acts of threat, intimidation, or harassment
- Arbitrary or other actions which have an adverse impact on the individual, except those actions specified herein
- Violation of human and civil rights which are specified in College policies and

procedures and State or Federal laws, such as discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, spousal affiliation, gender identity, veteran's status, physical or mental handicap or serious medical condition

The following are not grounds for a discrimination grievance under this policy:

- Complaints about job evaluation except those allegedly resulting from a violation of the campus discrimination policy
- Complaints about salary placement

### **NON-RETALIATION**

Faculty members are cautioned that retaliatory action or conduct directed toward persons initiating complaints is unacceptable. Retaliation for filing a discrimination complaint is grounds for a subsequent harassment complaint. Complainants shall have the right to pursue grievances under this policy without fear of retribution, retaliation, coercion, intimidation or jeopardy. Division Chairs or other accused persons in a grievance who fail to abide by this provision shall be subject to the College's Right to Manage, Discipline and Discharge Termination Policy.

### **CONFIDENTIALITY**

The confidentiality of all parties involved in a grievance shall be strictly respected insofar as it does not interfere with the College's obligations to investigate allegations of misconduct and to take corrective action.

A hearing of a charge of sexual harassment shall not be open to any persons other than the ad hoc Grievance Committee, the parties and where appropriate, their counsel and such witnesses as the committee may call to testify. The hearing may be opened to the public upon the express written agreement of both the complainant and the person or persons against whom the complaint is brought.

## ***SEXUAL HARASSMENT***

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As an institution committed to providing higher education, Clovis Community College does not tolerate or condone unlawful conduct. The College intends to deter sexual harassment through the widest possible dissemination of this policy; and to implement corrective action for those individuals who disregard this policy.

This policy expressly prohibits unreciprocated and unwelcome relationships. In addition, relationships where one participant is in a position of power/authority/control over the other participant may raise questions of responsibility, conflicts of interest, personal or institutional integrity and/or implied coercion and harassment. To avoid the possible problems described above, relationships between parties in which one party has a supervisory role over the other are discouraged. Disclosure of such relationships must be made to the Executive Vice President.

In determining whether alleged conduct constitutes sexual harassment, consideration shall be given to the record as a whole and to the totality of the circumstances, including the nature of the sexual advances and the context in which the alleged incidents occurred.

Title VII of the Civil Rights Act (1964) and Title IX of the Educational Amendments (1972) clearly prohibit unwanted sexual advances in the work place or the learning environment and describe unlawful sexual harassment as:

- submission to sexual conduct as an explicit or implicit term or condition of an individual's employment or education

- submission to or rejection of sexual conduct by an individual as the basis for academic or employment decisions affecting that individual
- when sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature have the purpose or effect of unreasonable interference with an individual's academic or professional performance or creates an intimidating, hostile, or demeaning employment or educational environment

## **RESPONSIBILITY**

Anyone who receives a complaint of discrimination or who has actual knowledge of a violation of this policy shall report it to the Director of Human Resource Services within ten (10) working days. Investigation of a complaint shall be made only after consultation with the Director of Human Resource Services.

## **GRIEVANCE PROCESS**

**Step 1: Informal Discussion.** The complainant, working with the Executive Vice President, shall attempt to resolve the matter through informal discussions with the accused party. The Executive Vice President will act as a mediator/facilitator and consult confidentially with the person against whom the complaint is directed in order to call the objectionable behavior to that person's attention, or conduct an informal sexual harassment investigation. If the matter is not resolved to the complainant's satisfaction, the complainant may, within ten (10) working days after the informal discussion(s) are concluded, advance to Step Two.

**Step 2: Written Statement of Grievance.** If, as a result of informal discussion with the accused party, the problem is not resolved, the complainant may submit a written grievance to the Executive Vice President. Copies of the written statement of grievance must be provided to the President. The written statement of grievance shall state the time, place, and nature of the grievance and the corrective action desired. The written statement of grievance must be received within ten (10) working days after the informal discussion(s) are concluded. If the written complaint is not received within the stated time, the College shall not be required to take further action on behalf of the complaining party.

The Executive Vice President must provide a written response to the complainant within ten (10) working days after receipt of the written statement of grievance. Copies of the written response to the complainant must be provided to the President. The written response must include a copy of the grievance procedures for use by the complainant in the event he/she finds the response unsatisfactory. If the Executive Vice President's response is satisfactory, the grievance shall be closed.

**Step 3: Letter to the President.** If the complainant is not satisfied with the written response of the Executive Vice President, he/she must within ten (10) working days of receipt of the Executive Vice President's response, request in writing that a Grievance Committee be convened. The letter shall state the reasons the complainant believes the decision to be in error and shall request a review of the records. A meeting will be arranged within ten (10) working days. The meeting shall be conducted as follows:

1. The written statement of grievance prepared in Step Two shall be reviewed
2. A five-member Grievance Committee will be appointed by the President and the FACCC. The committee will consist of one non-instructional administrator, two faculty members appointed by the FACCC and two non-faculty members appointed by the President. If the President is involved in the grievance, then the two non-faculty members shall be appointed by the Chair of the Board of Trustees. The committee will hear testimony, examine witnesses and consider any relevant evidence presented

3. Both the complainant and the accused party shall have the right to present relevant written or oral statements, testimony, evidence, and witnesses. The complainant and accused may be present at the hearing and may be represented by persons of their choice. Each party shall have the right to be represented by counsel and to question witnesses and hear testimony
4. Within five (5) working days following the close of the meeting, the Grievance Committee shall issue a written decision for resolution of the grievance, limiting the decision to the issues contained in the formal grievance
5. The Grievance Committee shall present their decision in writing to the complainant, the accused, and the President. The response shall include instructions to the complainant on proceeding to Step Four of the grievance process in the event the complainant is not satisfied with the outcome at this level
6. If the complainant accepts the results of Step Three, the grievance shall be closed

**Step 4: Review by the President.** If the complainant is dissatisfied with the committee response, he/she may, within five (5) working days, request in writing a review by the President. If the President is involved in the grievance, then the complainant may, within five (5) working days, request in writing a review by the Chair of the Board of Trustees. The request must state the desired outcome of the review. Within five (5) days after receipt of the grievance the President or the Chair of the Board of Trustees will notify all parties of his or her decision, which may include, but not be limited to one of the following:

1. Dismissal of the charge
2. Reduction of any recommended sanctions
3. Upholding of the Grievance Committee's decision
4. Other action as deemed appropriate by the President

There shall be no further appeal as a matter of right.

#### **FAILURE TO OBSERVE TIME LIMITS**

In the event the complainant fails to exhaust all remedies under this procedure or to abide by the time limits with respect to each step, the grievance shall be presumed abandoned and the matter shall be considered closed.

In the event the College fails to give its answer at any step within the time limits prescribed, the complainant shall have the right to proceed immediately to the next step.

The President may extend the time limits in the event of extenuating circumstances. Any time limit may be extended by written mutual agreement by the complainant and the College.

The time limitation in which an individual may begin a grievance is ten (10) working days from the time of the occurrence.

#### **DETERMINATION**

Any determination of a grievance shall be applicable to that grievance only and shall not be binding for the disposition of any other grievance.

If, after review with the Executive Vice President, the President determines that action is appropriate, the College may proceed against the party responsible for the offending behavior by invoking the appropriate action.

## VI. SEVERANCE, DISCIPLINE, AND TERMINATION

### *THE COLLEGE'S RIGHT TO MANAGE, DISCIPLINE AND DISCHARGE*

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#### MANAGEMENT RIGHTS

Clovis Community College shall retain the right in accordance with applicable Federal and State laws and Board of Trustees policies to:

- Determine the mission of the College and its constituent sub-divisions
- Set standards, to exercise control and discretion over the College organization and its operations
- Direct faculty members of the College
- Hire, promote, transfer, assign, and retain faculty members or physically remove faculty members and to suspend, demote, discharge, or take other disciplinary action against faculty members
- Maintain the efficiency of the operations entrusted to the administration
- Determine the methods, means, and personnel by which such College operations are to be conducted
- Take whatever actions may be necessary to carry out the functions and mission of the College and maintain uninterrupted service to its students and faculty in situations of emergency

Clovis Community College may monitor CCC provided cell phones, office phones, computers, offices and all other sites located on campus. CCC will only utilize monitoring as a means to resolve concerns. Faculty members should not expect the right to privacy.

#### CORRECTIVE DISCIPLINE

**General Policy:** Adequate cause for suspension, termination of services, or other disciplinary action may result from a faculty member's refusal or willful failure to perform duties assigned by his/her Division Chair, incompetence in the performance of duties, or other just cause. Corrective discipline, as a method of dealing with unsatisfactory performance or misconduct of a faculty member, is designed to provide the faculty member with an opportunity to become aware of, and to correct the deficiency. The goal is to correct the misconduct or substandard performance and restore the faculty member as a productive member of the work force.

#### TYPES OF CORRECTIVE DISCIPLINE

**Verbal Warning:** This is generally used for minor misconduct or to correct minor faults in faculty member performance.

**Documented Warning:** An official documented form is available in the Human Resource Services Office. A documented warning may be a formal documented warning form, a performance appraisal form, or a letter communicating the problem. Email is not an ideal method to document a warning. A documented warning is utilized when the deficiency or misconduct is of a greater degree or if a subsequent warning for minor misconduct fails. The warning must be signed by the faculty member indicating that the warning has been read by the faculty member. The warning is then placed in the faculty member's personnel file. If the faculty member refuses to sign the warning, the Division Chair should indicate this on the form, sign, date, and forward it to the Human Resource Services Office.

**Suspension:** A faculty member may be suspended without pay for serious offenses or for continued low performance or misconduct after previous attempts to correct behavior have



failed. Suspensions will be administered in compliance with Fair Labor Standards Act (FLSA). Such suspensions may be for a partial week but will be for at least one full day unless for a safety issue. Suspensions shall not exceed fifteen (15) working days. Faculty members may not charge suspension time to personal leave or other types of paid leave.

**Discharge (Dismissal):** While discharge is not a type of corrective discipline, it is a possible consequence of failure in corrective discipline and is therefore considered here. A faculty member may be discharged when corrective discipline has failed or when the seriousness of the matter is such that the faculty member should not be permitted to remain on the work force. A faculty member may be terminated if he/she knowingly makes false statements or omissions on his/her application for employment. This discharge policy does not apply to probationary faculty members who may be terminated without cause or recourse any time prior to completion of the probationary period. (See Probationary Contract)

**Disciplinary Steps:** The Division Chair should document all steps.

**Step 1 Verbal Warning:** The Division Chair first must give the faculty member a verbal warning.

**Step 2 Written Reprimand:** Puts the faculty member on notice to correct a situation before it becomes disciplinary. The reprimand must be discussed with the faculty member, including consequences of continuance (i.e., suspension), a copy given to the faculty member, and an original placed in the official file. The following information is included on the formal documented warning:

- Date of Notice
- Name of Faculty member
- Faculty member's Position and Work Area
- Detailed Description of the Offense
- Citation of Policy or Procedure Violated, if applicable
- Statement of Consequence of a Repeat Offense or Continuation of the Same or Similar Offense

**Step 3 Second Written Reprimand:** Can be a reoccurrence of a previous offense or may be a first offense of another policy or procedure. This step may or may not include suspension. Information to be included is the same as for Step Two.

**NOTICE:** Failure on the faculty member's part to correct the action(s)/offense(s) and/or continuance in offensive behavior will be grounds for dismissal.

Discharge from employment with just cause may include, but shall not be limited to:

- Willful neglect or non-performance of one or more assigned duties
- Demonstrated incompetence in the performance of one or more assigned duties
- Behavior that interferes with the mission or normal operation of the College, the department or any members of the work force
- Insubordination, which shall mean refusal to carry out a direct order
- Dishonesty in the performance of assigned duties
- Chronic absenteeism or tardiness without reasonable excuse
- Possession or use of alcohol or a nonprescribed controlled substance during any period of assigned work
- Institutional theft
- Dishonesty on an application for employment
- Gross misconduct
- Aggressive acts or threats
- Violation of Information Technology Acceptable Use Policy

If the faculty member feels that a Division Chair has violated, misinterpreted, or inequitably applied a Clovis Community College policy or procedure, the faculty member may take action through the Grievance Procedures.

Faculty members who were terminated for cause, released under the probationary period, or resigned after disciplinary actions will not be eligible for future employment with Clovis Community College in any capacity.

### **SELECTION OF APPROPRIATE DISCIPLINARY ACTION**

Each case of inadequate work performance or act of misconduct is judged individually and the type of corrective discipline to use will depend on the severity of the misconduct, the faculty member's previous record, and any other pertinent factors. It is not necessary that the types of corrective discipline be applied sequentially (i.e., verbal warning, documented warning, suspension). The type of corrective discipline should be based on the nature of the fault and the circumstances of the case.

### **APPROVALS FOR CORRECTIVE DISCIPLINE**

Any Division Chair may take corrective discipline with a faculty member under his/her authority, consistent with divisional policies. Copies of any documented disciplinary action (i.e., documented warning or suspension) must be furnished to the Human Resource Services Office. Discharge and demotion cases should have prior consultation with the Human Resource Services Office. The Executive Vice President for Education has the responsibility to consult with the Human Resource Services Office to ensure that there is proper supporting documentation for the action to be taken.

## ***TERMINATION OF EMPLOYMENT***

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### **TYPES OF TERMINATION**

Each termination will be categorized as falling within one of the following seven (7) official types of terminations.

#### ***Deceased***

***Discharge (Dismissal):*** Terminated after corrective discipline has failed or the seriousness of the conduct or situation so warrants. (See College's Right to Manage, Discipline and Discharge Policies)

***Layoff:*** Terminated because of reduction in force due to lack of funds, work, or other compelling reasons.

***Release:*** Termination at the end of temporary employment.

***Relieved:*** Terminated during the probationary period. Probationary faculty members may be terminated any time prior to completion of the probationary period without cause or recourse.

***Resignation:*** Resignations or any provision in regard to notification of resignation by a faculty member will depend on the conditions of tenure and continuing contract which are in effect. Clovis Community College does not expect its faculty members to feel an obligation beyond the legal requirements of their contracts. It does expect faculty members to act in accordance with several ethical considerations:

- When feasible, the full-time faculty member who has been approached with the offer of another position should inform the appropriate Division Chair when such negotiations are in progress. The conclusion of a binding agreement for the faculty member to accept an appointment elsewhere should always be followed by a prompt notice to Clovis Community College.

- A full-time faculty member should not resign in order to accept other employment during the term of a contract. If this situation occurs however, the faculty member may ask the appropriate Division Chair to waive this requirement. The faculty member shall be notified in writing of the decision within five working days.

#### *Involuntary Resignation*

- Faculty member abandons job.
- Is absent for two (2) consecutive workdays without permission except when an emergency situation precludes giving notice. Workdays are considered consecutive even when broken by normal non-working days such as holidays or weekends.
- Fails to return to work within the prescribed time limits following a leave for extended illness, injury, pregnancy or personal reasons.

*Retire:* Retired under the New Mexico Educational Retirement Act.

### **NOTICE OF TERMINATION**

All layoff and discharge cases should have prior consultation with the Human Resource Services Office. Whenever such consultation is not practical because of urgency or other pressing reasons, necessary action may be taken and the case reviewed with the Human Resource Services Office as soon as practical. Part-time faculty members, probationary faculty members, and faculty members being discharged for cause should be given reasonable notice, where practical, but no minimum notice is required.

### **PAY IN LIEU OF NOTICE**

Normally, disciplinary action will be taken prior to discharge. When disciplinary action has failed, a faculty member may be discharged and given pay in lieu of notice. Pay in lieu of notice may be given at straight-time rate when giving notice is not practical. Pay in lieu of notice may not be granted if in the judgment of the College it is determined that immediate dismissal for serious misconduct is warranted.

### **TERMINATION OF EMPLOYMENT PROCEDURE**

To protect both the faculty member and the College, and for official records to determine if a faculty member is eligible for unemployment compensation, the following procedure is to be used for all terminations:

- If the faculty member decides to resign, a written resignation should be submitted to the Human Resource Services Office as soon as possible and no less than two weeks prior to the effective date of proposed separation.
- The Division Chair must confirm the last day actually worked. All campus equipment, tools, keys, etc. must be returned by the faculty member. Terminated faculty members are not allowed to return to their work areas and work on Clovis Community College equipment or take any items from the work area without supervision. Clovis Community college equipment is provided for the completion of business activities. Terminated faculty will not be given access to any personal computer files. Any accounts receivable balance must be cleared on or before the last day of employment through the cashiers. Outstanding balances will be deducted from the faculty member's last paycheck.
- Submit a completed Exit Procedures Form to the Human Resource Services Office. This form must be submitted on or before the last day of employment. The Human Resource Services Office must be provided a forwarding address.
- If a terminating faculty member is participating in the Flexible Cafeteria Plan, the faculty member's remaining unpaid elected annual dollar allocation for medical care expenses will be deducted from the faculty member's final paycheck. The faculty

member may continue to claim allowable medical reimbursement for the remainder of the calendar year and extend the benefit through the end of the plan year. Contributions to dependent care reimbursement will end upon termination of employment. Participants may continue to make claims on contributed funds.

- If a terminating faculty member is participating in CCC health insurance, full-time benefits continue through mid-August unless a Resource Contract is not issued for the following year. Not offering a Resource Contract will make the Resource faculty member eligible for COBRA. A faculty member must notify the Human Resource Services Office by May 1<sup>st</sup> of their resignation for the fall semester in order to stop health insurance coverage for the summer.
- Upon termination, faculty members will not be paid for unused medical leave credits.

### **LAYOFF CASES**

Clovis Community College recognizes that there are circumstances under which it may be necessary to reduce the work force. These circumstances include, but are not limited to, lack of funds, economic slowdowns, lack of work, organizational changes, technology changes, program reductions or program deletion and enrollment fluctuations. Every effort is made to place a faculty member in good standing in another position within the College prior to layoff. The order of layoff shall be based on performance, ability, training, seniority and other qualifications as determined by the College. When performance, ability, etc., are equal, seniority shall be the determining factor. Recall shall be in reverse order. Probationary, resource and part-time faculty members are normally laid off before other full-time faculty members in the same classification and department.

## ***UNEMPLOYMENT COMPENSATION***

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### **GENERAL POLICY**

Clovis Community College has New Mexico Unemployment Compensation Act coverage. Cost of the coverage is borne totally by the College.

### **ELIGIBILITY**

Eligibility is determined by the Employment Services Division based on the circumstances of each case and the provisions of the Unemployment Compensation Act.

### **PROCEDURE**

It is the responsibility of each Division Chair to notify the Human Resource Services Office for each case of faculty member separation. The Employment Security Division allows the College a maximum of ten (10) days for a response to an unemployment claim. It is the Division Chair's responsibility to ensure that all data (letters of resignation, discharge notes, letters from the Employment Services Division) is immediately transmitted to the Human Resource Services Office.

## ***REHIRE AND REINSTATEMENT***

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### **REHIRE POLICY**

If a faculty member is terminated for cause, released under the probationary period, or resigned after disciplinary actions, the faculty member will not be eligible for future employment with Clovis Community College in any capacity.

### **DEFINITIONS**

*Rehire:* The re-employment of any former faculty member of the College who terminated for reasons other than termination for cause, released under the probationary period, or resigned after disciplinary actions.

**Reinstatement:** The placing back on roll of any faculty member who has been temporarily terminated due to layoff.

### **BENEFITS TREATMENT**

**Rehires:** All rehires will be considered new faculty members for purposes of computing accrual rate for medical leave, and other benefits including seniority.

**Reinstatement:** While medical leave credits do not accumulate during layoff, accumulated medical leave is held for one year and credited to a faculty member's account upon reinstatement, if such reinstatement is within the one-year period. A faculty member recalled from layoff within one year will be given credit for prior service in computing accrual rate for medical leave and other benefits.

### **REHIRE OR REINSTATEMENT CLASSIFICATION**

Subject to the provision stated in paragraph below, no faculty member who has terminated employment at the College may be rehired or reinstated for the same or similar job at a higher rate of pay than the faculty member would normally have earned through continuous employment at the College.

Faculty members who have terminated may be rehired at higher rated jobs and higher rates of pay if they have the required qualifications through education, experience, etc., but they must be considered for the position along with other applicants. Faculty members rehired or reinstated must serve another probationary period upon re-employment whether in the same or different job title.

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## **RETIREMENT**

Clovis Community College employees are covered by the provisions of the New Mexico Educational Retirement Act. Participation in the New Mexico Educational Retirement System (NMEMA) is mandatory for all faculty members who have contributed to the NMEMA in the past excluding part-time faculty members who work less than a 25% full-time equivalency. Retirees returning to work will be required to participate depending on their retiree status with NMEMA.

Faculty member contributions are refunded without interest on deposits prior to July 1, 1971, and with interest on deposits after July 1, 1971, to those who leave employment covered under the New Mexico Educational Retirement Act.

Refunds are not automatic. Forms for a refund of faculty member contributions are available in the Human Resource Services Office. Faculty member contributions to the NMEMA are deferred from income tax. When the faculty member contributions are refunded they will be subject to taxation in the year refunded. Requests for refunds will be forwarded to the New Mexico Educational Retirement Board.

Faculty members become vested in the plan after twenty quarters of participation. Faculty members covered by New Mexico Educational Retirement for at least twenty quarters may complete an Option B form. Option B provides a monthly annuity to a member's designated beneficiary upon death of the member prior to the member's retirement. It is permissible to change beneficiaries until retirement.

For more information, please visit the NMEMA web site, [www.era.state.nm.us](http://www.era.state.nm.us).

### **RETIREE BENEFITS**

The following benefits are afforded retirees:

- Use of library and computer labs during operational hours if space allows.
- Publications printed by the college
- Retain CCC email address

- All college-sponsored events and facilities are available on the same basis afforded to regular full-time faculty members. Retirees may participate in the CCC Wellness Program
- Retired employees shall have the same tuition waiver privilege as regular full-time faculty members.
- The College shall pay 60 percent of the college-sponsored insurance premiums for retirees as was paid at the time of retirement. The retiree must have been enrolled in CCC's health plan prior to retirement. If the retiree is a return-to-work retiree, upon termination of employment the retiree will revert to the health plan they were covered under when the retiree originally retired. Health plan payments must be timely and may either be paid monthly or quarterly. Non-payment could result in cancellation of health plan
- Term life insurance coverage continues, however, the value is reduced to \$10,000 at the time of retirement

### RETIREE EMPLOYMENT

The following is provided for general informal purposes. Specific questions should be addressed to the New Mexico Educational Retirement Board. NMEERA retirees who wish to be employed by Clovis Community College should be aware of the retiree categories as outlined by the New Mexico Educational Retirement Association. A retiree is responsible for selecting a category and ensuring they are enrolled in that category at the New Mexico Educational Retirement Association. Changing categories through employment choices could result in termination of the employee's status as a retiree resulting in the requirement that all retirement benefits be repaid by the employee. The following is provided for general information purposes, but is subject to change by legislation or action by NMEERB.

#### **"RE" – Retired Earning Less than \$15,000**

An NMEERA retiree may return to employment (includes substitution) and earn a maximum of \$15,000.00 per fiscal year. If this amount is exceeded, the member's retirement pay will be suspended for the duration of their employment. **The member will be returned to active status and will have to repay benefits to NMEERA.** Member and employer contributions retroactive to the first date of the applicable employment period must be remitted to NMEERA.

#### **"RW" – Retired Working Less than Equivalent of .25 FTE (Do not confuse with "PT" job category that is only used for non-retired NMEERA employees).**

An NMEERA retiree may return to employment and earn the amount possible under the 25% or less FTE provision. The member may not work more than 25% of the time. If the member works for another NMEERA Administrative Unit (i.e. ENMU), the combined service cannot exceed 25%. If reported for more than 25%, the member's retirement pay will be suspended for the duration of the employment. **The member will be returned to active status and will have to repay benefits to NMEERA if they work more than 25% of the time.** Member and employer contributions retroactive to the first date of the applicable employment period must be remitted to NMEERA.

#### **"RT" – Return to Work (must be approved by NMEERA PRIOR to employment)**

The retired member must complete an application, meet the eligibility requirements, and have been approved by NMEERA to participate in this program prior to employment. The retiree must supply Clovis Community College with a copy of the approved application. **If the retiree fails to provide CCC with an approval to participate in the Return to Work program, the member's retirement pay will be suspended for the duration of the employment, the member will be returned to active status and will have to repay benefits to NMEERA.** Member and employer contributions retroactive to the first date of the

applicable employment period must be remitted to NNERA.

### **EMERITUS PROGRAM**

*Eligibility requirements are:*

- Twenty (20) years service at Clovis Community College as a full-time faculty member or an administrator at the Dean/Division level or higher with good standing at the time of retirement.
- Formal retirement from Clovis Community College as evidenced by NNERB status upon their separation from service. Human Resource Services Office will confirm eligibility.
- Emeritus status must be applied for based upon the previous requirements.

*Eligible incumbents will:*

- Be provided business cards and ID Cards at College expense.
- Be formally invited to participate in graduation exercises at CCC. Individuals will use previously supplied academic regalia or supply their own.
- Be eligible to keep their e-mail address at CCC.

The Emeritus designation implies no other privileges other than those enumerated in this policy. Emeritus status may be revoked at any time by the Board of Trustees for violations of any of the campus codes of conduct or any other actions deemed inappropriate. The ID card remains College property and must be returned to the College if Emeritus status is revoked.

## APPENDIX A

### *CRITERIA REQUIREMENTS FOR TENURE*

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These requirements and guidelines should be followed by a probationary faculty member starting his or her sixth year of teaching. Failure to apply in the sixth year will result in termination at the end of the sixth year. The information should be provided in the following manner: (1) Insert information in a three ring notebook; (2) The Change of Status Notebook should be divided into the five major categories; (3) All categories should have a minimum of the Required Sources of Evidence or Measures in the order listed; (4) The Notebook will be submitted to the Executive Vice President BEFORE Thanksgiving break of the Fall Semester.

#### **I. Required Documentation for Change of Status**

- A. Current Resume
- B. Goals and Objectives (Past and Present)
- C. Division Chair Report Forms (Past and Present)
- D. Faculty Self-Reporting Forms (Past and Present)
- E. Letter of Recommendation from a peer, personal, or professional source

#### **II. Effective Teaching Criteria**

- A. Required Sources of Evidence or Measures
  - 1. Letter of Recommendation from the Division Chair
  - 2. Letter of Recommendation from a Student (Former or Current)
  - 3. Copy of current semester teaching schedule and office hours
  - 4. Syllabus from each course in the current semester
  - 5. All previous Student Evaluations
- B. Optional Sources of Evidence or Measures
  - 1. Classroom Observation Report by Executive Vice President or Division Chair
  - 2. Examples of handouts and exams developed
  - 3. Copy of special certificates, licenses, formal training
  - 4. Documentation of Course/Program Assessment
  - 5. Official copies of transcript(s) for education acquired since initial employment (the official copy is on file in the President's office)
  - 6. Documentation of computer-related course development (i.e. web page development, using online materials in courses, developing online courses or course skills, etc.)

#### **III. Professional Development**

- A. Required Sources of Evidence or Measures
  - 1. Brief summarization of attendance at meetings, seminars, workshops, etc.
- B. Optional Sources of Evidence or Measures
  - 1. Industry-based work experience pertinent to the teaching assignment
  - 2. Research, publications, or creative works completed
  - 3. Presentations given by the faculty member
  - 4. Additional course work, transcripts, certificates, etc.
  - 5. Documentation of membership in professional organizations
  - 6. Any other evidence of professional development activity



**IV. Involvement in Institutional Governance and College Services**

- A. Required Sources of Evidence or Measures
  - 1. Evidence of committee assignments
  - 2. Advisory committee involvement, if appropriate
- B. Optional Sources of Evidence or Measures
  - 1. Participation in Faculty Association
  - 2. Participation in college activities
  - 3. Participation in community or professional activities and organizations
  - 4. Serving as a speaker or consultant for community or professional organizations
  - 5. Hosting, organizing, or conducting special events

**V. Research and Scholarship**

- A. Required Sources of Evidence or Measures
  - 1. Documentation of designing and conducting research or creative/ artistic works related to teaching field
  - 2. Evidence relating to the reporting and/or dissemination of research findings
- B. Optional Sources of Evidence or Measures
  - 1. Ability to show the relationship of the research to teaching effectiveness
  - 2. Participation in a research project
  - 3. Integration of either active or library research into courses taught
  - 4. Leadership in professional organizations
  - 5. Presentation at professional meetings
  - 6. Consultant to colleagues
  - 7. Recipient of grants and/or research awards
  - 8. Presentation of exhibitions or performances

NOTE: Instructors are expected to demonstrate the achievement of many of the criteria listed. It is especially important that faculty who expect to be granted either tenure or continuing contract status to identify all accomplishments through the utilization of the guidelines for effective teaching (PART II) and professional development (PART III). Annual review of those accomplishments will occur during the time of probationary service.

The following information is provided to assist faculty members in the development of their CHANGE OF STATUS NOTEBOOK. These are additional standards that a faculty member may choose to consider.

**I. Required Documentation for Change of Status**

- A. Cover Letter

**II. Effective Teaching Guidelines**

- A. Competence in teaching area
- B. Organization of course content and material
- C. Improvement of course content and material periodically
- D. Application of new knowledge to teaching and teaching techniques
- E. Ability to communicate effectively with students
- F. Ability to challenge and motivate students
- G. Ability to advise, tutor, and evaluate students
- H. Adherence to high standards of student performance

**III. Professional Development**

- A. Evidence of professional activity
- B. Ability to relate professional activities to effective teaching
- C. Commitment to continuous improvement in teaching skills and subject field expertise

**IV. Involvement in Institutional Governance and College Service**

- A. Involvement in campus planning and administration
- B. Involvement with peers and the college community
- C. Leadership in achieving goals of the college
- D. Extending the resources of the college to the local community
- E. Contributing professional services to program development and college development
- F. Effective coordination of advisory committee activities, if germane to the faculty assignment

**V. Research and Scholarship**

- A. Ability to design and conduct research related to teaching field
- B. Ability to relate research to teaching effectiveness
- C. Ability to report and disseminate research findings
- D. Ability to create original work
- E. Improvement of teaching effectiveness through research based outcomes

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***CRITERIA REQUIREMENTS FOR CONTINUING EMPLOYMENT***

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These requirements and guidelines should be followed by a probationary faculty member starting his or her third year of teaching. Failure to apply for continuing contract in the third year will result in termination at the end of the third year. The information should be provided in the following manner: (1) Insert information in a three-ring notebook; (2) The Change of Status Notebook should be divided into the four major categories; (3) All categories should have a minimum of the Required Sources of Evidence or Measures in the order listed; (4) The Notebook will be submitted to the Executive Vice President BEFORE Thanksgiving break of the Fall semester.

**I. Required Documentation for Change of Status**

- A. Current Resume
- B. Goals and Objectives (Past and Present)
- C. Division Chair Report Forms (Past and Present)
- D. Faculty Self-Reporting Forms (Past and Present)
- E. Letter of Recommendation from a peer, personal, or professional source

**II. Effective Teaching Criteria**

- A. Required Sources of Evidence or Measures
  - 1. Letter of Recommendation from the Division Chair
  - 2. Letter of Recommendation from a Student (Former or Current)
  - 3. Copy of current semester teaching schedule and office hours
  - 4. Syllabus from each course in the current semester
  - 5. All previous Student Evaluations

**B. Optional Sources of Evidence or Measures**

1. Classroom Observation Report by the Executive Vice President or Division Chair
2. Examples of handouts and exams developed
3. Copy of special certificates, licenses, formal training
4. Documentation of Course/Program Assessment
5. Official copies of transcript(s) for education acquired since initial employment (the official copy is on file in the President's office)
6. Documentation of computer-related course development (i.e. web page development, using online materials in courses, developing online courses or course skills, etc.)

**III. Professional Development**

**A. Required Sources of Evidence or Measures**

1. Brief summarization of attendance at meetings, seminars, workshops, etc.

**B. Optional Sources of Evidence or Measures**

1. Industry-based work experience pertinent to the teaching assignment
2. Research, publications, or creative works completed
3. Presentations given by the faculty member
4. Additional course work, transcripts, certificates, etc.
5. Documentation of membership in professional organizations
6. Any other evidence of professional development activity

**IV. Involvement in Institutional Governance and College Service**

**A. Required Sources of Evidence or Measures**

1. Evidence of committee assignments
2. Advisory Committee Involvement, if appropriate

**B. Optional Sources of Evidence or Measures**

1. Participation in faculty association
2. Participation in college activities
3. Participation in community or professional activities and organizations
4. Serving as speaker or consultant for community or professional organizations
5. Hosting, organizing, or conducting special events

NOTE: Instructors are expected to demonstrate the achievement of many of the criteria listed. It is especially important that faculty who expect to be granted either tenure or continuing contract status to identify all accomplishment through the utilization of the guidelines for effective teaching (PART II) and professional development (PART III). Annual review of those accomplishments will occur during the time of probationary service.

The following information may be provided to assist faculty members in the development of the CHANGE OF STATUS NOTEBOOK. These are additional standards that a faculty member may choose to consider.

**I. Required Documentation for Change of Status**

- A. Cover Letter

**II. Effective Teaching Guidelines**

- A. Competence in teaching area

- B. Organization of course content and material
- C. Improvement of course content and material periodically
- D. Application of new knowledge to teaching and teaching techniques
- E. Ability to communicate effectively with students
- F. Ability to challenge and motivate students
- G. Ability to advise, tutor, and evaluate students
- H. Adherence to high standards of student performance

**III. Professional Development**

- A. Evidence of professional activity
- B. Ability to relate professional activities to effective teaching
- C. Commitment to continuous improvement in teaching skills and subject field expertise

**IV. Involvement in Institutional Governance and College Service**

- A. Involvement in campus planning and administration
- B. Involvement with peers and the college community
- C. Leadership in achieving goals of the college
- D. Extending the resources of the college to the local community
- E. Contributing professional services to program development and college development
- F. Effective coordination of advisory committee activities, if germane to the faculty assignment

## APPENDIX B

### *COMMITTEES*

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Refer to the Governance Document for more detail.

Admissions and Standards Committee

Administrative and Financial Services Council

Assessment Council

Curriculum Council

Faculty Development Committee

Faculty Evaluation Committee (FEC)

Financial Aid and Scholarship Committee

Informational Technology Council

Leadership Council

President's Council

## APPENDIX C

### GLOSSARY

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**Conflict of Interest:** When a faculty member is in a position to influence a decision that may result in a personal gain for that faculty member or for a relative as a result of the College's business or professional dealings.

**Conflict of Interest:** When an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the College's business or professional dealings.

**Continuing Contract:** An optional arrangement under which a full-time faculty appointment is continued for three (3) years at a time subject to annual review until retirement.

**Discharge (Dismissal):** A faculty member may be terminated when correction discipline has failed or when the seriousness of the matter is such that the faculty member should not be permitted to remain on the work force.

**Equal Employment:** Policies, procedures, and practices adopted to assure equal employment opportunities for all persons.

**Exempt:** Exempt faculty members are exempt from overtime/time off plans. The exempt faculty member is not an hourly faculty member. The exempt faculty member's primary duty is work requiring knowledge of an advanced type in a field of science or learning.

**Grievance:** A complaint regarding a work-related problem or condition by a faculty member that there has been a violation, misinterpretation or inequitable application of Clovis Community College policies and practices.

**Holiday:** The calendar day observed as an official holiday

**Hybrid Class:** Course that is a percentage of face-to-face instruction and online instruction.

**Job Description:** A formal listing of the expectations and requirements of a regular position or temporary position. Each job description shall include the job title, job classification, effective date, listing of job duties, minimum educational and experience requirements.

**Layoff:** Termination because of reduction in force due to lack of funds, work, or other compelling reasons.

**Full-time Faculty member:** Full-time faculty members are those who are contracted to teach a regular teaching load (15 semester class hours per spring and fall academic semester). A regular teaching load may include online or hybrid classes.

**Occupational Deferments:** An exemption request by an employer.

**Online Course:** Course that is 100% web based and involves no face-to-face instruction.

**Part-time Faculty member:** Part-time faculty members are instructors who contract for a specific term only. The assignment does not carry the expectation of continuing employment. Professional and support employees may accept a part-time faculty contract upon approval of the Executive Vice President.

**Probationary Contract:** An arrangement under which a faculty member serves under one-year term contracts and is subject to renewal for a probationary period not to exceed three years and one semester if he or she has opted for continuing contract status consideration or not to exceed six years and one semester if there has been an option for tenure status consideration during which a faculty member will be evaluated on work performance and may be terminated without cause.

**Rehire:** Any former faculty member who is reemployed by the College.

**Reinstatement:** A faculty member on personal leave with pay, or leave without pay returning to his/her former position.

**Relative:** Relatives are defined as members of a person's immediate family and includes parents, step-parents, grandparents, spouse, mother or father in-law, children, son-in-law, daughter-in-law, step-children, grandchildren or siblings.

**Release:** Termination at the end of the temporary employment.

**Relieved:** Terminated during the probationary period.

**Resignation:** Faculty member's request for termination. In the event a faculty member decides to resign a written resignation shall be submitted to the employer as soon as possible and no less than two (2) weeks prior to the effective date of proposed separation.

**Resource Contract:** An arrangement under which a full-time faculty member is appointed for a specific time only and is not entitled to notice of non-reappointment.

**Retire:** Termination under the New Mexico Educational Retirement Act.

**Sexual Harassment:** Unwelcome sexual conduct that is a term or condition of employment.

**Tenure Contract:** An optional arrangement under which faculty appointments are continued until retirement, subject to dismissal for cause or unavoidable termination resulting from financial emergency or discontinuation of programs.

**9-month Faculty Member:** A faculty member scheduled to work forty (40) hours per week over a minimum period of nine (9) months per year.

**11-month Faculty Member:** A faculty member scheduled to work forty (40) hours per week over a minimum of eleven (11) months per year.