

IV. PERSONNEL

A. CONFLICT OF INTEREST

1. Definitions:

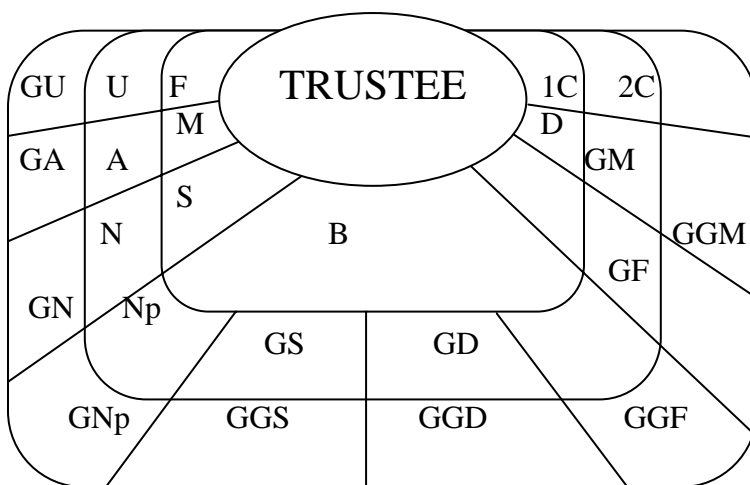
- a. Employment: Full-time, part-time, contract labor or any other activity requiring the exchange of labor or services for compensation from SUJCD.
- b. Administrator: Vice President, Dean, Director, Business Manager, Registrar and Personnel Officer.
- c. Supervisor: May include, but not limited to, such positions as department chairpersons, coordinators and other positions with responsibility for a unit or operation.
- d. Faculty

2. Employment of Relatives

- a. No person shall be employed by the College who is by blood relation (consanguinity) within the third degree or by marriage relation (affinity) within the second degree to a member of the Board, administrator or supervisor; however, this policy shall not affect any person who has been employed by the College for a continuous period of two years prior to the date of the election or appointment of the Board member, administrator or supervisor to whom that person is so related. Art. 5996a. V.A.T.S. (See Consanguinity and Affinity Charts)

Although an employee with two (2) continuous years of service may continue in the position after election of a relative to the Board, or the appointment of a relative as an administrator or supervisor, such employee may not be appointed to a different position. Atty. Gen. L.A.-69 (1973).

DEGREES OF CONSANGUINITY



It is illegal to employ a blood relative within the third degree by consanguinity.

Legend - Consanguinity (Related by Blood)

First Degree:

- F – Father
- M – Mother
- S – Sister
- B – Brother
- D – Daughter
- Sn – Son

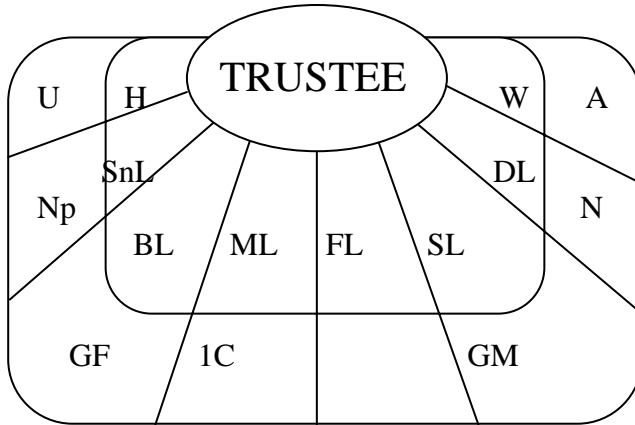
Second Degree:

- U – Uncle
- A – Aunt
- N – Niece
- Np – Nephew
- GS – Grandson
- GD – Granddaughter
- GF – Grandfather
- GM – Grandmother
- 1C – First Cousin

Third Degree:

- GU – Great Uncle
- GA – Great Aunt
- GN – Great Niece
- GNp – Great Nephew
- GGS – Great Grandson
- GGD – Great Granddaughter
- GGF – Great Grandfather
- GGM – Great Grandmother

DEGREES OF AFFINITY



It is illegal to employ a blood relative within the second degree by affinity.

Legend – Affinity (Related by Marriage)

First Degree:

H – Husband
SnL – Son-in-Law
BL – Brother-in-Law
ML – Mother-in-Law
FL – Father-in-Law
SL – Son-in-Law
DL – Daughter-in-Law
W – Wife

Second Degree:

U – Uncle
Np – Nephew
Gf – Grandfather
1C – First Cousin
GM – Grandmother
N – Niece
A – Aunt

- b. Should any person be employed by the College who is later determined to be in conflict with this policy, that person shall be determined to have been employed in error and the employment will be terminated immediately.
It is in violation of this policy to evade the provisions of this policy by trading. Art. 5996c. V.A.T.S. An example of trading would be if a Board member, administrator or supervisor, employed the relative of a person covered by the nepotism statute, in return for which that person employed a relative of the Board member, administrator or supervisor given the fact that neither employer could legally employ his own relative.
- c. No employment or promotion will be made of a person who would then be under the administrative supervision of a relative as herein above defined. No person shall have any voice in recommending salary increases or promotions for a relative.
- d. A candidate for an administrative or supervisory position restricted by this policy shall not be employed or promoted to the position if he or she is related to an employee of the College with the degree of relationship herein above defined and that employee has less than twelve (12) months of continuous employment with the College.

B. EMPLOYMENT OF PERSONNEL

The Board employs an Assistant VPAPA, financial advisor, legal counsel, architect and auditor. Management persons employed by the District shall be appointed by the Board of Trustees upon the recommendation of the UTB/TSC President. Should a person nominated be rejected by the Board, it shall be the duty of the UTB/TSC President to make another nomination. Authority is delegated to the UTB/TSC Vice President for Administration and Partnership Affairs (VPAPA) to employ and dismiss all other non-management employees after approval of the UTB/TSC President.

Authority: Texas Education Code, Sec. 130.082
Originally approved: June 14, 1950
Amended: October 13, 1982
Amended: December 18, 1986
Amended: July 15, 1992
Amended: August 7, 1997
Amended: November 1, 2001

1. Employment Contracts

- a. No contracts for employment may be offered or approved for personnel for any period extending past the fiscal year, subsequent to the year the contract is offered or approved, without the approval of the Board of Trustees.
- b. No contracts shall be offered or approved for personnel for any period longer than twenty-four (24) months.
- c. A valid contract can exist between the Southmost Union Junior College District and an employee only if there exists a valid written and current contract document executed by the UTB/TSC President and the Chairperson of the Board of Trustees and approved by a majority vote of the Board of Trustees taken in a duly called official meeting. There shall be no oral or implied contracts.
- d. Persons who do not have a valid written and current contract document executed by the UTB/TSC President and the Chairperson of the Board of Trustees and approved by a majority vote of the Board of Trustees taken in a duly called official meeting, do not have a contract for employment with the College.
- e. Any person accepting a position with Southmost Union Junior College District does so with the full knowledge and acknowledgement that the College conveys no property right to any position or employment, no matter how many times a contract has been renewed or years of continuous employment.
- f. The Southmost Union Junior College District maintains the right to conclude any contract with any of its personnel before the expiration date of the contract by making payment to the said personnel of an amount not to exceed the then remaining balance of said contract. The Southmost Union Junior College District's obligation under any contract for personnel is strictly limited to the total payments contracted for.
- g. Any contract for employment with the Southmost Union Junior College District can be nullified and voided by mutual written consent of the employee, the UTB/TSC President and the Chairperson of the Board of Trustees, after the approval by the Board of Trustees. Such nullification and voiding shall be effected without further compensation, consideration, obligation or penalty upon or by any of the contracting parties.

Authority: SUJCD Board of Trustees
Originally approved: June 10, 1953
Amended: April 30, 1981
Amended: September 10, 1987
Amended: July 15, 1992
Amended: January 29, 1998
Amended: November 1, 2001

2. Compensation for Employees

- a. The UTB/TSC President will annually review the compensation and performance of the Assistant VPAPA and recommend to the Board of Trustees the salary or rate of pay for the Assistant VPAPA.
- b. The VPAPA will annually review the compensation and performance of other employees of the Southmost Union Junior College District and recommend to the UTB/TSC President salaries or rates of pay for Southmost Union Junior College District employees.
- c. The VPAPA will, with the approval of the UTB/TSC President, hire all other employees of the Southmost Union Junior College District at compensation levels and methods appropriate to the skills, experience and training of the respective employee.

Authority: SUJCD Board of Trustees
Originally approved: April 8, 1969
Amended: April 16, 1987
Amended: October 12, 1989
Amended: July 15, 1992
Amended: November 1, 2001

3. Dismissal of Personnel

- a. The Assistant VPAPA serves at the pleasure of the Board of Trustees.
- b. This policy shall apply only to executive, managerial and administrative and non-probationary classified employees.
- c. The VPAPA is empowered with the approval of the UTB/TSC President to designate authorized supervisors and delegate to them the authority to initiate dismissal actions.
- d. Development of dismissal and appeal procedures to implement this policy are the responsibility of the VPAPA.

Authority: SUJCD Board of Trustees
Originally approved: December 18, 1985
Amended: July 15, 1992
Amended: January 29, 1998
Amended: November 1, 2001

4. Employee Service Acknowledgements

- a. Recognition of Retiring Employees
Any full-time employee retiring from District employment with twenty (20) or more years of service will be recognized with a Board resolution and an inscribed plaque.
- b. Employee Service Acknowledgements
The Board of Trustees acknowledges longevity service of the District's employees, and charges the VPAPA to recognize such employee service annually in the following manner:
Full-time staff employees will be recognized as follows:
 - 5 years – Pin and one (1) day personal leave in the employee's sixth year and each succeeding year through the tenth year.
 - 10 years – Pin, certificate and two (2) days personal leave in the employee's eleventh year and each succeeding year through the fifteenth year.

- 15 years – Distinctive pin, certificate and three (3) days personal leave in the employee’s sixteenth year and each succeeding year through the twentieth year.
- 20 years – Distinctive pin, plaque and five (5) days personal leave in the employee’s twenty-first year and every year thereafter.
- Personal leave days granted under this policy are non-cumulative and not payable upon resignation, retirement, or termination.

Teaching and non-teaching faculty at completion of:

- 5 years – Pin
- 10 years – Pin and certificate
- 15 years – Distinctive pin and certificate
- 20 years – Distinctive pin and plaque

5. Exemplary Performance Acknowledgements

When the total number of District employees is greater than ten, the following shall apply:

- a. The Board of Trustees acknowledges exemplary performance of the District’s employees, and charges to the VPAPA to recognize such employee service annually in the following manner:
- b. Texas Southmost College will recognize one (1) full-time employee. To achieve this policy, the VPAPA will appoint a committee which will recommend two (2) employees from each of the two groups of employees to the VPAPA who will make a recommendation to the UTB/TSC President.
- c. Recognition for the above will be in the form of an appropriate monetary award plus a certificate.

Authority: SUJCD Board of Trustees
Originally approved: April 12, 1977
Amended: February 16, 1981
Amended: January 12, 1989
Amended: July 15, 1992
Amended: November 1, 2001

C. EMPLOYEE BENEFITS

1. Sick Leave

- a. This policy applies to all regular employees. Regular full-time employees earn sick leave at the rate of 8 hours per month or fraction of a month of employment. Sick leave earned but not taken in one fiscal year shall be carried forward to the next fiscal year without limit.
- b. The estate of an employee who dies while employed by the District shall be paid 1/2 of the deceased employee's unused sick leave up to 336 hours, provided that the employee was continually employed with the District for at least six (6) months at the time of death. Except in cases in which the business of the District would be substantially disrupted, sick leave settlements will be paid from the account in which the deceased employee last worked.
- c. An employee may take sick leave when sickness, injury, pregnancy or confinement prevent the employee's performance of duty or when the employee is needed to care and assist a member of his immediate family who is actually ill. In this context, immediate family is defined as those individuals related by kinship, adoption,

- marriage or foster children who are so certified by the Department of Human Services who are living in the same household or if not in the same household are totally dependent upon the employee for personal care or services on a continuing basis. An employee who must be absent from work because of illness shall notify his/her supervisor or cause him/her to be notified at the earliest practicable time.
- d. Proof of illness is not normally required for absences of three working days or less, however, the District reserves the right to require proof of illness for any absence regardless of duration. Proof of illness is required for all absences of more than three continuous working days. Proof of illness shall be in the form of a doctor's certification stating the cause or nature of the illness, or some other written statement of the facts concerning the illness which is acceptable to the employee's supervisor. If available at the time the time cards or absence reports are prepared, the proof of illness should be attached to the appropriate time report and submitted to the Comptroller's Office, otherwise, it should be submitted as soon as practicable thereafter.
 - e. Sick leave taken by exempt staff/nonexempt classified and administrative staff is reported on the District's Staff Absence Report form. Sick leave taken by non-exempt employees is also recorded on Texas Southmost College Time Card. Instructions for reporting an absence is explained on the Time Card.
 - f. Full-time personnel employed on a full-time basis accrue sick leave at the same rate and with the same limits as state employees as published each biennium in the General Appropriations Act, or as otherwise specified by a contract approved by the Texas Southmost College District Board of Trustees.

Authority: SUJCD Board of Trustees
Originally approved: August 12, 1953
Amended: February 16, 1981
Amended: November 7, 1983
Amended: November 1, 2001
Amended: September 14, 2006

2. Vacation for College Personnel

- a. Full-time personnel employed on a full-time basis accrue vacation time at the same rate and with the same limits as state employees as published each biennium in the General Appropriations Act, or as otherwise specified by a contract approved by the Southmost Union Junior College District Board of Trustees.
- b. Employees are not authorized to take accrued vacation during the first six months of employment.
- c. Employee vacation requests must be approved in writing by the immediate supervisor.
- d. Vacation normally will not be approved for more than ten consecutive working days except by written approval of the VPAPA.
- e. Employees will receive pay for accumulated unused vacation time at termination or retirement. Resigning employees will receive pay for accumulated vacation time if written notice of such resignation is given at least ten (10) consecutive working days prior to departure. Accumulated vacation for employees leaving Southmost Union Junior College District will be computed on the same basis as their current payroll.

- f. Employees employed on November 7, 1983 will maintain their accrued vacation, and will not be subject to the “Maximum number of vacation hours carried forward” as stipulated in the General Appropriations Act.

Authority: SUJCD Board of Trustees
Originally approved: February 24, 1971
Amended: October 13, 1988
Amended: October 12, 1989
Amended: July 15, 1992
Amended: January 29, 1998
Amended: November 1, 2001

3. Retirement Plans

All eligible employees will participate in either the Texas Teacher Retirement System or state approved optional plans. The terms of the optional retirement plans are as follows:

- a. Participation
All regular full-time members of the faculty or staff who are not in classified positions and whose duties include teaching, research, administration or the performance of professional services, including professional librarians, may elect to participate in the Optional Retirement Plan.
Election to participate in the Optional Retirement Plan shall be in lieu of present or future active membership in the Teacher Retirement System of Texas while employed at a Texas Institution of higher education. Election by faculty/staff member employed on or before the effective date:
 - i. Election to participate or not to participate in the Optional Retirement Plan shall be made no later than August 1 following the effective date.
 - ii. A faculty/staff member electing not to participate in the Optional Retirement Plan shall participate in the Teacher Retirement System of Texas.
- b. Election of participation by faculty/staff members in either the Teacher Retirement System or the Optional Retirement Plan shall be irrevocable.
- c. Faculty/Staff members not exercising their option shall be deemed to have chosen membership in the Teacher Retirement System of Texas.
- d. Effective date of participation in the Option Retirement Plan shall be on the plan’s effective date or the first day of the month coinciding with or following employment.
- e. Retirement Age - Except as provided in Section III, all participants in this retirement plan shall retire at the end of the academic year in which they attain age seventy (70), herein called normal retirement age.
- f. Extension of Service – By special vote of the Board of Trustees, extensions of service beyond normal retirement age may be made for definite periods not to exceed one year each.
- g. Contributions
 - i. Each participant in the Optional Retirement Plan shall contribute an amount equal to the amount he/she would otherwise have been required to deposit during the year as a member of the Teacher Retirement System of Texas.
 - ii. Texas Southmost College shall contribute for each participant at the rate at which it would otherwise have been required to allocate and contribute during the year to the Teacher Retirement System of Texas.

- iii. The participant and the College shall also contribute such additional amounts as may be required by law.
- iv. The participant and the College shall hold all contributions in escrow during each individual's first twelve months of participation. Beginning with the thirteenth month of service the College will forward the total contributions from escrow, and monthly thereafter the combined sum of the participant's and the College's contributions to the approved Optional Retirement Plan firm selected by the participant in accordance with his/her retirement contract.
- h. Leave of Absence
During leave of absence on part pay, Texas Southmost College will continue contributions based on salary paid while on leave of absence if the participant does likewise or as provided by State law.
- i. Texas Southmost College reserves the right to discontinue contributions for participants on leave of absence.

Authority: SUJCD Board of Trustees
Originally approved: January 30, 1969
Amended: February 13, 1980
Amended: February 16, 1981
Amended: January 11, 1984
Amended: April 16, 1987
Amended: November 1, 2001

4. Workmen's Compensation Insurance

All Southmost Union Junior College District employees shall be covered by Workmen's Compensation Insurance.

Authority: SUJCD Board of Trustees
Originally approved: May 12, 1980
Amended: January 29, 1998
Amended: November 1, 2001

5. Hospitalization and Dental Insurance

- a. The Southmost Union Junior College District will pay 100% of the group health and dental insurance premiums for all Southmost Union Junior College District full-time employees and eligible retired employees.
- b. Dependent coverage is available to employees at the sole expense of the employee.

Authority: SUJCD Board of Trustees
Originally approved: October 11, 1950
Amended: February 16, 1981
Amended: December 13, 1990
Amended: January 29, 1998
Amended: November 1, 2001

6. Life Insurance

Southmost Union Junior College District will pay the premiums for employees working on a full-time basis as follows:

Two times the annual salary, rounded to the next highest multiple of \$1,000, if not already an exact multiple thereof, subject to a minimum of \$15,000. Annual salary shall

mean the employee's base salary, exclusive of bonus or overtime pay. This benefit terminates upon retirement, termination or separation.

Authority: SUJCD Board of Trustees
Originally approved: January 9, 1979
Amended: February 8, 1984
Amended: December 13, 1990
Amended: January 29, 1998
Amended: November 1, 2001

D. POLICY STATEMENT OF EQUAL OPPORTUNITY EXTENDED TO EMPLOYEES

The Board of Trustees of the Southmost Union Junior College District assures equal employment opportunity to its employees as well as to applicants for employment with respect to employment, promotion, working conditions, compensation and other benefits.

All personnel actions and policies shall reflect the equal opportunity policies within the Affirmative Action Program to be developed, implemented, and monitored throughout the divisions of the College and shall assure that no person shall be discriminated against because of sex, race, creed, color, national origin, age, veteran status, or qualified handicap except where sex is determined to be a bona fide occupational qualification.

The good faith methods through which these assurances are to be reached represent the central core of the College's thrust toward a positive and aggressive Affirmative Action Program addressing itself to the following specific areas:

1. Intent

Our Equal Opportunity Program is designed to accelerate our efforts in a wider and deeper search to increase the applicant flow, build up applicant pools, and increase as required our eventual utilization of minority group individuals and women in the following areas of employment: faculty, officials and managers, other professionals, technicians, sales workers, office and clerical workers and skilled craftsmen. We are also committed to do everything possible, within our available resources to accelerate "Forward Training" out of traditional work roles.

2. Maternity Leave

The sick leave policy of the District provides for accrual of sick leave annually which may be used for maternity leave. Those applying for the College's unpaid leaves of absence for maternity leave are asked to apply for the leave in advance. The starting date and length of leave are predicted on medical consideration and the applicant's desire.

3. Nondiscriminatory Anti-Nepotism

No person will be initially employed or promoted, when it is a duty of any immediate relative employed by the District to act in any official capacity upon such employment or promotion. Immediate relative is defined as a person related within the third degree by consanguinity or a person related within the second degree by affinity. No employment or promotion will be made if either person would be under the administrative supervision of the other or if either would have any official voice in recommending salary increase or promotion for the other. The ultimate responsibility shall lie with the VPAPA who will assign responsibilities as deemed necessary to ensure that all policies and procedures established are consistent with the requirements, guidelines, and objectives as set forth

by, but not limited to, this the Equal Employment Opportunity Act Amendments, Equal Pay Act of 1963 or amended, and Title VII and VIII of the Public Health Services Act as amended.

Authority: by acts of law as cited in the last past paragraph of this policy and the SUJCD Board of Trustees

Originally approved: April 17, 1978

Amended: February 16, 1981

Amended: January 11, 1984

Amended: July 15, 1992

Amended: August 7, 1997

Amended: November 1, 2001

E. OFFICER AND EMPLOYEE INDEMNIFICATION

It shall be the policy of the College to pay actual damages, court costs, and attorney fees adjudged against any officer or employee of the District, whether sued in his or her individual or official capacity, or both, or any officer or employee who was an officer or employee when the act or omission on which the damages are based occurred, or the estate of such a person in the course and scope of his/her office, contractual performance, or employment for the College and:

The damages arise out of a cause of action from negligence, except a willful or wrongful act or an act of gross negligence; or

The damages arise out of a cause of action of deprivation of a right, privilege, or immunity secured by the constitution or laws of this state or the United States, except when the court in its judgement or the jury in its verdict finds that the officer or employee acted in bad faith.

This policy shall not be construed as a waiver of any defense, immunity or jurisdictional bar available to the College or its officers, contractors, or employees. The College shall not pay damages under this policy to the extent that such damages are recoverable under a contract of insurance. (Liability under the insurance policy is limited to \$100,000 to a single person and \$300,000 for a single occurrence, in the case of personal injury or death or the deprivation of a right, privilege, or immunity, and to \$10,000 for a single occurrence of injury of a damage to property). Liability under this policy for the deprivation of a right, privilege or immunity secured by the constitution or laws of this state or the Unites States is limited to \$1,000,000.

This policy shall apply to judgments in all cases filed on or after the original effective date (November 29, 1984) of this policy and to all judgments in cases pending or on appeal on the effective date of this policy.

The District shall defend a present or former officer or employee, or his/her estate, in a cause of action covered by this policy. The District shall not pay damages, court costs, or attorney's fees unless either the District has been served in the suit or the person sued has delivered to the UTB/TSC President all processes served on him/her not later than five (5) days after the service. The District may settle or compromise the portion of a lawsuit that may result in liability to the District.

A member of the Board of Trustees, whether sued in his or her individual or official capacity, or both, is an officer of the District within the meaning of this policy.

The UTB/TSC President is an officer of the District within the meaning of this policy.

Authority: SUJCD Board of Trustees
Originally approved: November 29, 1984
Amended: April 16, 1987
Amended: July 15, 1992
Amended: August 7, 1997
Amended: November 1, 2001

F. STATE/FEDERAL POLICIES

Texas Southmost College employees, as employees of local government, are subject to child labor, equal pay provisions and the Fair Labor Standards Act.

1. Child Labor Provisions

Permissible kinds and hours of work, by age, are:

- a. Eighteen (18) years or older – any job, whether hazardous or not, for unlimited hours;
- b. Sixteen (16) and seventeen (17) years old – any non hazardous job, for unlimited hours.
- c. Texas Southmost College will not employ anyone, in any status, who is less than sixteen (16) years of age.

2. Equal Pay Provision

Wage differentials based on gender are prohibited. Jobs that require equal skill, effort and responsibility and which are performed under similar working conditions must be equally compensated, except that bona fide seniority or merit systems are permitted. This provision is implemented and safeguarded by the TSC employee classification and compensation systems (see policies 8.10 through 8.17).

3. Minimum Wage and Hourly Wage Rates

Texas Southmost College pays its employees at least the federal minimum hourly wage.

4. Overtime

- a. Executive, administrative and professional employees are excluded from overtime provisions as provided for in the Fair Labor Standards Act.
- b. Persons eligible for overtime pay will be paid at their regular hourly rate above 40 hours in the same work week will be compensated at a rate of pay set at 1½ times their regular hourly rate. Supervisors are required to obtain prior, written approval from their immediate superior before requiring work which involves overtime pay.
- c. The workweek extends from 12:01AM, Saturday through 12:00 Midnight the following Friday.

5. Compensatory Time

- a. To the maximum extent feasible, compensatory time as verified by time cards will be used in lieu of overtime pay.
- b. The employee will be excused during normal working hours for one and one half (1½) hours worked during the work week over 40 hours.
- c. Compensatory time may be used in lieu of cash payment only if the employee agrees prior to the performance of the work.
- d. When compensatory time can be used for part, but not all of the overtime, the employee may be awarded a combination of compensatory time and overtime pay.

- e. Texas Southmost College will adhere to the Fair Labor Standards Act as it applies to compensatory time for public employees.

Authority: U.S. Department of Labor, Employment Standards Administration Wage & Hour Division, WH Publication 1282- Revised October 1987 and the SUJCD Board of Trustees

Originally approved: October 13, 1982

Amended: August 22, 1985

Amended: March 13, 1986

Amended: July 15, 1992

Amended: November 1, 2001

6. Social Security

All eligible employees of Southmost Union Junior College District shall participate in the Social Security System as per contract with the Social Security Administration.

Authority: SUJCD Board of Trustees

Originally approved: April 18, 1956

Amended: January 11, 1984

Amended: July 15, 1992

Amended: January 28, 1999

Amended: November 1, 2001

7. Federal and State Unemployment Insurance Tax

The Southmost Union Junior College District will establish an escrow trust program for payment of Federal and State Unemployment Insurance Tax.

Authority: Texas Unemployment Compensation Act and the SUJCD Board of Trustees

Originally approved: November 23, 1977

Amended: February 16, 1981

Amended: January 29, 1998

Amended: November 1, 2001

8. Drug-Free Workplace

The Southmost Union Junior College District hereby adopts a Drug-Free Workplace Policy in compliance with the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D). This statute requires contractors and grantees of federal agencies to certify that they will provide drug-free workplaces. Making the required certification is a precondition for receiving a contract or grant from a federal agency.

To achieve the goal of a drug-free workplace, the following policies are adopted:

- a. The Southmost Union Junior College District hereby prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, as defined under Sch. I through V of Section 202 of the Controlled substance Act (21 U.S.C. 812), by any employee in the workplace.
- b. Convicted violators of such prohibitions will be subject to discipline and possible termination, or he/she may be required to participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition of employment.
- c. Each employee will sign a statement acknowledging receipt of drug-free workplace information and promise to abide by the terms of this policy statement; and to notify the VPAPA or the Assistant VPAPA of any criminal drug statute conviction for a

violation occurring in the workplace no later than five (5) days after his/her conviction. Failure to report may be grounds for discipline or termination.

- d. Consistent with the Drug-Free Workplace Awareness Program provisions of the Act, the Southmost Union Junior College District will conduct periodic substance abuse awareness presentations to employees and will disseminate information about the danger of substance abuse through posters and other publications coordinated by the Assistant VPAPA.

Authority: SUJCD Board of Trustees
Originally approved: October 12, 1989
Amended: July 15, 1992
Amended: August 7, 1997
Amended: November 1, 2001

9. Sexual Harassment

District employees shall not engage in sexual harassment of students or other employees. Sexual harassment includes such activities as engaging in sexually oriented conversations, telephoning students or employees at home or elsewhere to solicit unwelcomed social relationships, physical contact that would reasonably be construed as sexual behavior in nature, and threatening or enticing students and/or employees to engage in sexual behavior in exchange for grades or other school-related benefit.

Authority:
Originally approved: November 1, 2001

G. ETHICS

It is the policy of Southmost Union Junior College District to employ the highest ethical standards in carrying out its mission within the spirit and letter of state and federal law and regulations, the policies of the District, and the highest humanitarian values. This policy applies to all members of the District community including students, faculty, staff, administration and the Board of Trustees.

The District seeks to treat each person with respect and consideration, protect the rights of each individual, and provide an environment that is free from harassment, including sexual harassment.

The District accepts its responsibilities to its students, its employees, and to the citizens of the District and meets those responsibilities with fairness, good stewardship, accountability and ethical integrity.

Authority: Equal Employment Commission, Texas Higher Education Coordinating Board Title VII Section 703 and SUJCD Board of Trustees
Originally approved: September 21, 1995
Amended: August 20, 1997
Amended: November 1, 2001

H. ACADEMIC FREEDOM, PROBATIONARY EMPLOYMENT AND TENURE

The Board of Trustees approved the following:

1. Academic Freedom and Responsibility

Texas Southmost College is dedicated to the transmission of knowledge to its students through high quality instructions, therefore, the primary function of each faculty member is to teach. Each Southmost Union Junior College District faculty member has full freedom in the classroom to discuss matters relevant to the subject he/she teaches. To capture the attention and stimulate the interest of students, faculty members are encouraged to exercise innovativeness to the maximum within the structure of approved syllabi.

Each SUJCD faculty member is free to pursue scholarly research when such does not derogate his/her other duties, and to voice and publish his/her conclusions concerning the significance of evidence that he/she considers relevant.

Since public utterances, writings and actions by member of the SUJCD faculty may be used by the public for judging Texas Southmost College and the teaching professions, it is incumbent upon faculty members to be accurate, to exercise appropriate judgment, to show respect for the opinion of others and to clearly indicate that he/she does not speak for Texas Southmost College or SUJCD when he/she speaks or acts as an individual.

A faculty member has the responsibility to provide due notice of his/her intention to interrupt or terminate his/her services at SUJCD.

2. Probationary Employment

a. Appointment:

The initial appointment and employment of a faculty member at SUJCD begins a probationary period of from four (4) to seven (7) years during which time he/she must meet any special requirements stated in his/her contract and demonstrate those qualities expected of a Texas Southmost College faculty member. The normal probationary period is seven (7) years, but on the recommendation of the UTB/TSC President and discretion of the Board of Trustees, one (1) year of credit toward satisfaction of the probationary period may be granted for each year of satisfactory full-time instructional service at another higher level educational institution and each two (2) years at a secondary school to a maximum of three years. The initial contract of employment of an SUJCD faculty member will specify the length of the probationary period.

b. Non-reappointment of Probationary Faculty Members:

Notice to a probationary faculty member of non-reappointment or intention not to reappoint him/her will be given during the first probationary year not later than the time other faculty members appointed for a similar period are notified of reappointment. During the second and subsequent years of probation notification of intention not to reappoint a probationary faculty member will be given not later than one hundred twenty (120) days prior to the end of his/her then currently employed period. A probationary faculty member is not entitled to a statement of reasons for the decision to not reappoint.

A probationary faculty member who alleges a prima facie case of violation of his/her academic freedom in the non-renewal of his/her contract may request a hearing before the Committee on Faculty Standards, Discipline and Tenure. The request must be made in writing and state the specific circumstances which he/she believes constitutes

- a prima facie case of violation of his/her academic freedom. He/She must show the connection between the alleged violation of academic freedom and non-renewal of his/her contract. The request for a hearing must be submitted to the office of the UTB/TSC President within ten (10) college working days after receiving notification of intention not to reemploy him/her as a probationary faculty member. The burden of the proof of the alleged violation of academic freedom is upon the faculty member.
- c. Policy for Hearings of Violation of Academic Freedom Alleged by a Probationary Faculty Member:
In cases in which the probationary faculty member's request for a hearing includes an allegation of prima facie violation of academic freedom connected to his/her non-renewal, the UTB/TSC President will refer the matter to the Committee on Faculty Standards, Discipline and Tenure. The Committee will hear and consider all evidence relevant to the allegation presented by the probationary faculty member and by witnesses which he/she or the Committee may call. The Committee is empowered to set its own additional rules for conduct of hearings such as setting a time duration for hearings. The probationary faculty member may represent him/herself or be represented by counsel of his/her choosing. The College will provide a court reporter to take down testimony, but if the College or probationary faculty member desires a transcript of testimony, each will bear their own expenses in acquiring a transcript. The Committee will reach a finding that the probationary faculty member either has or has not proven his/her allegation. The finding will be reported by the Committee to the UTB/TSC President together with a summary report of the proceedings. The UTB/TSC President will take final action in the case, subject to the review of due process procedures by the Board of Trustees, if requested by the probationary faculty member.
- d. Temporary Suspension of Probationary Faculty Members:
Any employee may be temporarily suspended by the UTB/TSC President for professional incompetence, moral turpitude, gross neglect of professional responsibilities, insubordination, or for other reasons, which in the opinion of the UTB/TSC President is not becoming to an employee of Texas Southmost College. The suspensions will be for such time as may be necessary for investigation.
- e. Grounds for Dismissal of a Probationary Faculty Member with an Unexpired Contract:
Adequate cause for dismissal of a faculty member who does not have tenure but has an unexpired contract extending beyond the period of the proposed dismissal, may be established by demonstrating professional incompetence, moral turpitude, gross neglect of professional responsibilities, insubordination, or for other reasons which in the opinion of the Board is not becoming to an employee of Texas Southmost College. The burden of the proof is upon the administration to show adequate cause for dismissal of a probationary faculty member.
- f. Procedure for Dismissal of a Probationary Faculty Member:
When investigated circumstances or events pertaining to a probationary faculty member are deemed sufficient by the UTB/TSC President to warrant dismissal, he/she will hold confidential discussion(s) with such member and may offer the opportunity for the member to tender his/her resignation. If a tender of resignation is accepted by the Board of Trustees, the matter will be closed. If the faculty member

elects not to tender a resignation, written charges will be presented to the concerned faculty member, and to the standing Committee on Faculty Standards, Discipline and Tenure. The Chairperson will convene the Committee and concerned faculty member to conduct a hearing no less than seven (7) and no more than fifteen (15) days after receipt of the written charges. The faculty member may be represented by counsel of his/her own choosing, may cross-examine witnesses, and have access to statements of deponents, and may respond orally to charges made against him/her. The Committee shall admit and consider all evidence relevant to the charge(s), not being limited by rules governing admissibility of evidence applicable to public criminal or civil trial. The Committee will make findings and recommendations in writing through the UTB/TSC President to the Board of Trustees for its review and approval. The College will provide a court reporter to take down the testimony at the hearing, but if either party wishes a transcript of the testimony, then such transcript will be acquired at their own expense. The Board of Trustees, as part of its review may hear oral arguments of the faculty member and/or College representative if such is requested by either party. If the Board of Trustees does not sustain the original recommendation of the Committee, the proceeding will be returned with specific instructions to that Committee for its reconsideration and resubmission prior to rendering a final decision. Following a final decision by the Board of Trustees to terminate the employment of a faculty member, he/she may be immediately discharged, with or without pay for the remaining portion of his/her contract, or continue in his/her duties until the termination of his/her contract, as the Board of Trustees may decide.

3. Tenure

The Board of Trustees recognizes that for a college to function on a highly effective level, it must have a faculty composed of experienced, highly competent, dedicated and loyal faculty member. The Board of Trustees expect Texas Southmost College faculty members to meet these criteria and, by granting tenure, offers security in continuation in their position to those who have demonstrated that they do so.

a. **Attainment of Tenure:**

Tenure is granted only by the affirmative action of the Board of Trustees. The granting of tenure is not automatic with the conclusion of the probationary period. It is incumbent upon the administration to provide to the faculty member, at least 120 days prior to the end of his/her current contract, notice of intention to recommend to the Board of Trustees the granting of tenure or, as provided to other probationary faculty members, notice of intention to not recommend reemployment to the Board of Trustees. In some extenuating circumstances, the probationary period may, with the concurrence of the affected faculty member, be extended beyond the specific seven-year maximum period. After the tenure has been granted, dismissal will be only for the cause and in accordance with the processes indicated in the following paragraphs.

b. **Temporary Suspensions:**

Any employee may be temporarily suspended by the UTB/TSC President for professional incompetence, moral turpitude, gross neglect of professional responsibilities, insubordination, or for other reasons which in the opinion of the UTB/TSC President is not becoming to an employee of Texas Southmost College. The suspensions being for such time as may be necessary for investigation.

c. **Dismissal or Non-reappointment of Faculty Members with Tenure:**

Adequate cause for dismissal of a faculty member with tenure may be established by demonstrating professional incompetence, moral turpitude, gross neglect of professional responsibilities, insubordination, or for other reasons which, in the opinion of the Board is not becoming of an employee of Texas Southmost College. In addition, bona fide financial exigencies or the phasing out of programs requiring reduction of faculty constitute legitimate incontestable reasons for non-reappointment of faculty members with tenure. Non-reappointments in this case will be in inverse order of tenured longevity at Texas Southmost College. The burden of proof is upon the administration to show adequate cause for dismissal or non-reappointment of a faculty member who has tenure.

d. Procedures for Dismissal or Non-reappointment of a Faculty Member with Tenure:

When investigated circumstances or events pertaining to a tenured SUJCD faculty member are deemed sufficient by the UTB/TSC President to warrant non-reappointment or dismissal, he/she will hold confidential discussion(s) with such member and may proffer the opportunity for the member to tender his/her resignation. If a tender of resignation is accepted by the Board of Trustees, the matter will be closed. If the SUJCD faculty member elects not to tender a resignation, written charges will be presented to the concerned faculty member, and to the standing Committee on Faculty Standards, Discipline and Tenure. The Chairperson will convene the Committee and concerned faculty member to conduct a hearing no less than seven (7) and no more than fifteen (15) college working days after receipt of the written charges. The faculty member may be represented by counsel of his/her choosing, may cross-examine witnesses, and have access to statements of deponents, and may respond orally to charges made against him/her. The Committee shall admit and consider all evidence relevant to the charge(s), not being limited by rules governing admissibility of evidence applicable to public criminal or civil trial. The Committee will submit its findings and recommendations in writing through the UTB/TSC President to the Board of Trustees for its review and approval. The College will provide a court reporter to take down the testimony at the hearing, but if either party wishes a transcript of the testimony then such transcript will be acquired at their own expense. The Board of Trustees, as part of its review of the case, may hear oral arguments of the faculty member and/or College representative if such is requested by either party. If the Board of Trustees does not sustain the original recommendation of the Committee, the proceeding will be returned with specific instructions to the Committee for its reconsideration and resubmission prior to rendering a final decision. Following a final decision by the Board of Trustees to terminate the employment of a faculty member, he/she may be immediately discharged, with or without pay for the remaining portion of his/her contract, or continue in his/her duties until the termination of his/her contract, as the Board of Trustees may decide.

e. Non-Tenure Track:

Non-tenure track faculty are appointed to serve a specific term in an assignment which may not require extended service.

If a position is converted to tenure track and the faculty member in that position is selected to fill the vacancy, the time completed in the non-tenure assignment will be credited toward that person's probationary period required for tenure.

Texas Southmost College
Board Policies

Authority: Sec. 14, Higher Education Coordinating Act, 1985; Coordinating Board, Texas College & System, Policy Paper I,
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