

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – J
DATE: April 3-4, 2024

SUBJECT

Revision to BOR Policy 4.1.1 – General Terms and Appointment (Formerly 4.1) (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL Chapter 3-6C](#)

BACKGROUND / DISCUSSION

Human resources departments continue to evaluate best practices and implement technology systems to improve processes, there has also been a review of BOR policies to ensure that the policies support the functional needs of the universities. BOR Policy 4.1.1 currently provides faculty members with twenty (20) days to accept and sign employment contract renewals, however, given the implementation of DocuSign, the proposed revisions would reduce that period to ten (10) days.

This minor change will create more efficient year-end processes in the human resources and budget offices across the system. Employees will be notified in the cover letter of their individual contracts of the new deadline and will be sent reminders through DocuSign to sign and complete their contracts in accordance with the timeline.

IMPACT AND RECOMMENDATION:

Approve the first and final reading of the proposed changes to BOR Policy 4.1.1, as outlined in Attachment I.

ATTACHMENTS

Attachment I – Proposed revisions to BOR Policy 4.1.1

DRAFT MOTION 20240403_5-J:

I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of the proposed revisions to BOR Policy 4.1.1.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: General Terms & Appointments

NUMBER: 4.1.1

A. PURPOSE

To establish the general terms and appointment provisions for Civil Service Act employees and faculty members of the Board of Regents. No contract may obligate an institution to make payment in any future fiscal year without noting the limitations placed on the campus by the Legislature's appropriations process. Any contract that purports to extend to any future fiscal year must contain a clause that permits the institution to terminate the contract without default or liability of any kind in the event that the Legislature fails to appropriate moneys or expenditure authority needed to perform the contract.

B. DEFINITIONS

1. Institution: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines & Technology, South Dakota State University, South Dakota School for the Blind and Visually Impaired, South Dakota Services for the Deaf, University of South Dakota, and the Office of the Executive Director.

C. POLICY

1. Types of Employment Classification

1.1. **Civil Service:** Civil Service Employees (CSA) are employees that are provided for under SDCL 3-6A-13, which applies to all positions in the executive branch of state government. All Civil Service employees are subject to Bureau of Human Resources Rules and Regulations as well as applicable BOR policies. Activities within the Civil Service System are also governed by SDCL § 3-6 and the Joint Powers Agreement between the Civil Service Commission and the South Dakota Board of Regents.

1.2. **Faculty:** Employees in a faculty related position who are exempt from the Civil Service Act and perform instruction, research, service and/or other faculty duties. All faculty are subject to BOR policies, institutional policies, procedures, statutes, rules and regulations.

2. Institutional Appointment

All institutional personnel will be employed upon the recommendation of the president or superintendent of the institution and upon the approval of the Board of Regents. If a candidate is currently, or was formerly, employed by an institution and applies for another position in the system, the employee's institutional human resource office or academic affairs office, as

appropriate, will share job-related information with the requesting academic or human resource office in the system.

- 2.1. Faculty members shall receive written appointment notice, signed by the President, Superintendent, or Executive Director, for each year they are employed by the Board. Unless otherwise agreed or established, the faculty member shall have ~~twenty-ten (10)~~ (10) calendar days to accept the employment offer, and the employment contract shall not become binding until the notice is executed by both the faculty member and the appointing authority and approved by the Board of Regents, if applicable.
- 2.2. The provisions of this Policy Manual, the institutional Policy Manual, the appointment notice, and applicable law become part of the terms and conditions of every appointment contract. Any understanding, promise, term, condition or representation not thereby contained or included in the contract is of no effect.

3. Faculty Contract Year

- 3.1. Faculty members will be required to report for assigned duties no earlier than five (5) working days prior to the first day of classes for each academic term within their annual contract.
- 3.2. Faculty unit members will be released from duties incidental to their assigned courses no later than five (5) working days after the last day of final examinations in the last academic term of their appointments.
- 3.3. Faculty members assigned to electronically delivered courses may be required to provide the necessary materials required to comply with the institutional quality assurance review process thirty (30) days prior to the first (1st) day of classes.
- 3.4. Faculty members who are required to report to work outside of the contract period reporting dates shall be compensated by either adjusting the required working days during the contract period by the number of days worked outside of the contract period, or by providing additional compensation for the days worked.
- 3.5. For payroll purposes, the nine-month individual appointment contract period for faculty members will extend from August 22 to May 21 (fall-spring), from May 22 to January 21 (summer-fall), or from December 22 to September 21 (spring-summer), inclusive. Given the variance in the academic calendar from year to year, the payroll dates applicable to the contract period and actual working days may differ, so long as the working days and payroll days are adequately offset, resulting in faculty members receiving full compensation for the days worked when considering the payroll days applicable to the contract period.
- 3.6. Faculty members who are asked to switch from fall-spring, spring-summer or summer-fall contracts will not be expected to go more than one (1) term without assigned responsibilities and commensurate income.
- 3.7. To the extent that the terms of any two (2) nine-month contracts may overlap, the term of the second contract will be deemed to begin on the day following the lapse of the first contract. This change will not affect reporting dates, evaluation dates or any other contractually specified timeline, all of which will be determined according to the

negotiated timelines. Faculty unit members on a ten-month or eleven-month contract will be required to report for assigned duties as stated in their contract.

4. Faculty Appointment and Contract Evaluation

- 4.1. An appointment extended to a member of the faculty at a higher education institution will be of one of the following types: term, tenure-track, or tenure.
- 4.2. The University of South Dakota School of Medicine may also appoint to its academic faculty certain individuals who are retired, self-employed or employed by third parties. Individuals who receive such appointments shall not be employees of the School of Medicine, and they will not be eligible for tenure, though the School of Medicine may assign them academic rank or grant them promotions in keeping with its published standards for appointment and promotion, and subject to approval by the Board.
- 4.3. An appointment extended to a member of the research faculty at a higher education institution will be of one of the following types: a fixed term, probationary, or continuing; provided that in rare and exceptional circumstances, the Board may grant a tenure appointment to a research faculty member. (See BOR Policy 4.4.6 – Rank and Promotion – for a detailed listing of all faculty related positions).
- 4.4. Faculty contracts may be terminated for cause, or as a part of a reduction in force in conformity with BOR policies and applicable law.
 - 4.4.1. Term Appointments: A term contract may be either part-time or full-time and will be of a definite term, not to exceed one year, unless the extended contract is approved by the Board. A term contract will terminate automatically at the end of the term unless the Board expressly renews the contract.
 - 4.4.2. A term contract creates no obligation of the Institution for continued employment beyond the term of the contract and non-renewal of the contract is not an action which can be grieved under BOR or Institutional policy. Receipt of successive term contracts does not alter the nature of the term contract and in no way enhances or creates a future interest in, or expectation of, continued employment in subsequent years.
 - 4.4.3. A Term contract may be non-renewed without cause by providing written notice of the non-renewal to the faculty member prior to the expiration of the current contract term.
 - 4.4.4. Fixed Term Contract for Research Faculty: A fixed term contract may be either part-time or full-time and will be of a definite term. Terms exceeding one year, shall be approved by the Board. A fixed term contract will terminate automatically at the end of its term unless the Board expressly renews the contract. A fixed term contract will terminate automatically prior to the end of its stated term if the grant funds used to support the contract lapse and the research faculty member has not secured a new funding source. A fixed term contract creates no obligation of the Institution for continued employment beyond the term of the contract and non-renewal of the contract is not an action which can be grieved under BOR or Institutional policy. Receipt of successive fixed term contracts does not alter the nature of the fixed term contract and in

no way enhances or creates a future interest in, or expectation of, continued employment in subsequent years.

- 4.4.5. **Tenure Track Contract:** A tenure track contract is a qualifying appointment offered to a full-time faculty member who may be considered for a tenure contract at a later time and will be of a definite term, not to exceed one year. A tenure track contract is renewable solely at the discretion of the Board, subject to procedures for non-renewal of tenure track contracts set forth in BOR Policy 4.4.7 – Tenure and Continuing Appointments. If a faculty member is offered a tenure track contract, the number of years the faculty member has served under term contracts may be credited, at the discretion of the Board, toward fulfillment of the period necessary for consideration for a tenure appointment.
- 4.4.6. **Probationary Contract for Research Faculty:** A probationary contract is a qualifying appointment offered to a full-time research faculty member who may be considered for a continuing appointment at a later time and will be of a definite term, not to exceed three years. A probationary contract may be renewed for a second three-year term. A probationary contract is renewable solely at the discretion of the Board, subject to procedures for non-renewal of tenure track and probationary contracts set forth in BOR Policy 4.4.7 – Tenure and Continuing Appointments. If a research faculty member is offered a probationary contract, the number of years the research faculty member has served under fixed term contracts may be credited, at the discretion of the Board, toward fulfillment of the period necessary for consideration for a continuing appointment.
- 4.4.7. **Tenure Appointments for Faculty and Continuing Appointments for Research Faculty:** Tenure and continuing appointments are addressed in BOR Policy 4.4.7 – Tenure and Continuing Appointments.
- 4.4.8. **Joint Appointments to the Instructional and Research Faculty:** Upon the specific recommendation of the institutional president, a faculty member may be jointly appointed to the research faculty and the faculty, provided that the instructional load is less than half-time.

FORMS / APPENDICES:

None

SOURCE:

Current Policy Manual 6.1.1; 5.2.1; 5.2.2; 5.2.3; BOR May 1991; 5.2.4; 5.2.5; 5.2.6; BOR May 1997; BOR June 1998; BOR March 2000; BOR March 2004; BOR August 2004; BOR October 2005; BOR March 2016; BOR August 2019; BOR August 2020; October 2023 (Clerical); [BOR April 2024](#).