

FACULTY HANDBOOK

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1.0 Administrators of the University

The Administrators of the University include but are not limited to the President, the Senior Vice President for Academic Affairs (Provost/SVPAA), the several other vice presidents, the associate provosts, the deans and associate deans of the several colleges and schools, the Dean of the Weinberg Memorial Library, the Registrar, and the General Counsel/University Secretary.

1.1 Faculty Status of Administrators and Professional Staff Members

Appropriate administrators and professional staff members may, at the time of hiring, be awarded faculty status by the President (in consultation with the appropriate department and the Board on Rank and Tenure for the rank of full professor; with the department alone for the lesser ranks) provided said administrator or professional staff member meets the qualifications as set forth in this handbook for the rank awarded. Administrators and professional staff members are not eligible for promotion in faculty rank.

1.2 Tenure for Incoming President and Current or Incoming Academic Administrators

Tenure may be awarded to an incoming President and any incoming senior academic administrators in accordance with the following conditions, provisions, and definitions:

- A. The President is the Chief Executive Officer of the University. Tenure may be awarded to the President at the time of appointment provided the individual meets the criteria for the rank of professor as outlined in the Faculty Handbook, and there is a recommendation from the appropriate academic department and the Board on Rank and Tenure.
- B. A senior academic administrator is one who holds the administrative position of Provost/SVPAA, Associate Provost, or Academic Dean (including the Dean of the Library). Tenure may be awarded to a senior academic administrator at the time of appointment provided the individual has held a tenured position at another academic institution prior to coming to the University; the individual meets the criteria for the rank of professor as outlined in the Faculty Handbook; and there is a recommendation from the appropriate academic department and the Board on Rank and Tenure.
- C. Any current senior academic administrator who does not hold a tenure guarantee may apply for tenure under the provisions of the Faculty Handbook and subject to the same processes and criteria as other faculty.
- D. A faculty position created by the appointment of the President or any academic administrator to the full-time faculty will be a new tenure-track position in that department, over and above any current tenure-track positions and any ongoing approved faculty search in that department. When a former academic administrator becomes a full-time faculty member, it will not result in the termination or retrenchment of any faculty member in the department.
- E. The past performance of the candidate as an administrator will not be considered for the purpose of establishing the candidate's rank or awarding tenure.

- F. The general term “academic administrator” includes not only senior academic administrators as defined above but also the Associate Academic Deans, Associate Dean of the Library and any other administrators holding faculty rank.
- G. Associate Academic Deans and the Associate Dean of the Library are eligible for faculty rank, but to occupy a faculty line in a department, such individuals must apply through the normal hiring process.
- H. If an Associate Academic Dean or Associate Dean of the Library is hired from within the bargaining unit, then that individual will retain rank and tenure should the individual return to the faculty. If such an individual is tenure-track but not yet tenured when hired into the position of Associate Academic Dean or Associate Dean of the Library, the individual may return to the tenure-track position at the same point in the tenure-clock if that individual leaves the Dean’s position. In such a case, the performance of the individual as an administrator will not be considered for the purpose of determining eligibility for tenure when the time for the tenure decision is reached. If such an individual is discharged from the administrative position for cause, then that individual will lose the right to re-enter the faculty.
- I. Upon entry to the full-time faculty, all senior academic administrators, whether hired under the provisions of this section or not, and including those who assumed administrative positions prior to June 1, 2000, shall receive a base faculty salary no greater than 75% of the twelve-month administrative salary. This base salary shall not exceed that of the highest paid faculty member in the College or School.
- J. Upon entering or re-entering the full-time faculty, all former academic administrators are expected to meet the same standards and fulfill the same responsibilities as any other tenured faculty member and are in all respects treated as any other full-time faculty member, including consideration for special adjustments.
- K. If a senior academic administrator holding tenure at the University is discharged for cause, then that administrator will lose the right to enter the faculty. The University agrees that employment contracts entered into with incoming senior academic administrators will contain unambiguous language regarding the loss of their right to enter the faculty.

1.3 The President

The President is the chief executive of the University.

- A. Responsibilities of The President. The President is responsible for the management of all internal and external affairs of the University. As chief executive, the President shall implement policy decisions of the Board of Trustees. Executive and administrative authority may be delegated by the President to other University officials; subject only to such restrictions as may be included in the statutes or otherwise enacted by the Board of Trustees.
- B. Appointment of The President. The President is appointed by the Board of Trustees and serves at the pleasure of that board. In selecting a president, the Board of Trustees shall be assisted by a search committee. (See [Appendix V](#))

1.4 Provost/Senior Vice President for Academic Affairs

The Provost/SVPAA is the chief academic officer of the University and serves as senior vice president. In the President's absence, the Provost/SVPAA chairs the Administrators' Conference. In the appointment of a person to this position, or to the position of Associate Provost, the President is assisted by a search committee. (See [Appendix V.](#))

As chief academic officer of the University, the Provost/SVPAA is subordinate only to the President in the management of academic matters and is aided in the discharge of duties of the Provost/SVPAA by other academic administrators such as deans and directors, who report as directed to the Provost/SVPAA on the implementation of the programs and policies delegated to them.

Some of the tasks performed by the Provost/SVPAA with respect to this administrative position are to coordinate the efforts of the various academic units of the University; to approve and supervise budgets for all academic purposes as determined by the President; to establish with the aid of the University Governance Council the University calendar; to make final representation to the President on appointments of new faculty; to appoint departmental chairpersons in accordance with the procedures set forth below; to oversee the deans of the several colleges and schools, the Assistant and/or Associate Provosts; to review for final approval, in consultation with the deans, teaching schedules and course offerings. The Provost/SVPAA is the nonvoting chairperson of the Board on Rank and Tenure and, in this position, has the final authority properly to engage the faculty.

The Provost/SVPAA will have ultimate responsibility, after consulting with the Provost's Committee on Academic Policy and Compliance (PCAPC), the University Governance Council and Faculty Senate, and other appropriate bodies, for curriculum requirements, e.g., the allotment of credits to the major, cognate or general education areas; and the distribution of credits in the general education area of the curriculum.

The associate provosts have authority and responsibilities as delegated by the Provost/SVPAA.

1.5 Academic Deans and Associate Deans

A. Deans and Associate Deans of Schools and Colleges

1. With respect to students in a given college or school, the Dean of the college or school is ultimately responsible for the academic advising process.
2. The Dean of a given school or college chairs and convenes their Dean's Conference. The Dean's Conference is an advisory group that addresses matters of curriculum and policy consistent with its obligations to FAC and Faculty Senate. The Dean's Conference consists of at least the chairs of the departments, or a department-designated alternate in the case the chair is unavailable, in the Dean's school or college. The Dean's Conference must meet at least twice a semester with minutes (including a list of attendees) which are provided at minimum to its members, the Deans, and the Provost/SVPAA.
3. With respect to courses offered in a given unit, the Dean of that unit must supervise, in consultation with the appropriate chairperson, the progress of approved courses. The Dean, moreover, has primary responsibility for the development and improvement of the

programs of study within the school or college. In discharging this responsibility, the Dean is to consult the appropriate department(s) and the Dean's conference. New degree programs will also require the recommendation of the Provost's Committee on Academic Policy and Compliance (PCAPC) and the Board of Trustees.

4. Each Dean shall make recommendations on all matters of faculty status for faculty who have served or are serving under the Dean's jurisdiction.
5. Each Dean shall make final determinations concerning the academic status of students enrolled in the Dean's college or school.
6. Each Dean shall supervise the preparation of the annual budgets covering the program and personnel costs of the departments and other units in the Dean's college, and will prepare the aggregate budget of the school or college.
7. The associate deans have authority and responsibilities as delegated by the Dean of the school or college.
8. Deans shall be appointed by the President of the University with the concurrence of the Board of Trustees. When a vacancy in the position of Dean or associate dean exists, the President will be assisted in filling the vacancy by a Search Committee. (See [Appendix V](#).)

B. Dean of the Weinberg Memorial Library

1. With respect to information fluency courses offered through the Library, the Dean of the Weinberg Library shall supervise, in consultation with the appropriate chairperson(s), the progress of approved courses. The Dean, moreover, has primary responsibility for the development and improvement of the information fluency program.
2. The Dean of the Weinberg Memorial Library shall make recommendations on all matters of faculty status for faculty librarians who have served or are serving under the Dean's jurisdiction.
3. The Dean of the Weinberg Memorial Library shall supervise the preparation of the annual budgets covering the program and personnel costs of the departments and other units in the library, and will prepare the aggregate budget of the library.
4. The Dean of the Weinberg Memorial Library shall be appointed by the President of the University with the concurrence of the Board of Trustees. When a vacancy in the position of the Dean exists, the President will be assisted in filling the vacancy by a Search Committee. (See [Appendix V](#))

2.0 Faculty Bargaining Unit

The University and FAC agree that certification and recognition of the bargaining unit includes all full-time faculty, including full-time faculty associated with the Reading Clinic and Counseling Center, all full-time faculty who are department chairpersons, librarians, and full-time faculty members given special assignments in lieu of teaching at the University, but excluding all part-time faculty, non-professional employees, guards, and supervisors as defined by the National Labor Relations Act.

2.1 FAC Executive Committee

The Executive Committee of FAC consists of officers elected by the rank and file membership in accordance with FAC's constitution. These officers act as the only authorized agents of FAC. Thus, in matters involving salary, hours of employment, and working conditions-including matters involving an interpretation of this handbook-the officers of FAC alone have the authority to speak on behalf of, and subsequently bind, the members of the bargaining unit.

3.0 Departments

Departments are academic units which are responsible for the organization and operation of the academic program in a particular subject area. The members of a department have a collective responsibility for the academic program and the curriculum. Hence, the department has a major responsibility in matters of faculty appointment, reappointment, tenure and promotion, in accordance with the relevant sections of this Handbook. Departments with fewer than five full-time tenured members shall have tenured associates (see [Appendix VIII](#)). In any department where the provisions of [Section 23.4](#) reduce the number of eligible voters below five for a particular case, tenured associate(s) will be added to bring the number back up to five.

4.0 Department Chairpersons

One tenured member of the full-time faculty of a department shall serve as chairperson. As a member of the collective bargaining unit, the chairperson will be considered the elected representative of the department to the administration. However, as the administration's liaison to the department, the chairperson functions as the conduit between the administration and the faculty of the department. In this dual role the chairperson is expected to do the following:

- A. To provide leadership in the development and maintenance of excellence in the department's programs;
- B. To provide fair representation of departmental and individual faculty opinions to the administration;
- C. To communicate opinions and decisions of administrators to the faculty of the department.

Any department member who believes the chairperson is not properly representing individual or departmental interests, may appeal to the appropriate Dean for a decision in the matter. The decision of the Dean is open to the grievance procedure in the *Faculty Handbook*.

If the appropriate Dean believes the chairperson is not properly representing or applying administrative policies as stated in the provisions of this handbook, then the Dean, after fair written warning, can seek termination of the appointment as chairperson as stated in [Section 4.3](#) of this document.

4.1 Appointment of the Chair

The following conditions and procedures shall be followed in the appointment of a chairperson:

- A. All tenured faculty members shall be eligible to serve as chairperson. At the appropriate time, the Provost/SVPAA will solicit nominations from the department for the position of chairperson.

- B. All full-time tenured and tenure-track members of a department, as well as Faculty Specialists who have completed five consecutive years of service, shall be eligible to vote for the departmental chairperson.
- C. In March of the appropriate year, the Provost/SVPAA shall send to each member of the department a list of those eligible and willing to serve as chairperson, and of those eligible to vote for chairperson, and a ballot on which each eligible voter is to mark down the voter's choice for the position. These ballots are to be filled out and returned to the Provost/SVPAA within ten calendar days.
- D. The Provost/SVPAA shall tally the ballots and determine the department's choice. If no candidate receives a majority vote, the two top vote-getters (or more in the case of ties) will compete in a runoff election until a majority candidate is chosen. The Provost/SVPAA will then appoint the department's choice.
- E. If the department is deadlocked, the Provost/SVPAA and the appropriate Dean(s) will consult with each other and then with the voting members of the department to resolve the issue. If no agreement can be reached, then the Provost/SVPAA will decide on a one-year appointment after informing the chairpersons of FAC and FPC.
- F. Should the need arise for an acting chairperson, the Provost/SVPAA will attempt to select a candidate in accordance with the above procedure, but may act unilaterally in the appointment of an acting chairperson for a term not to exceed one academic year.
- G. Any deviation from the above policy and procedures needs the consensus approval of the chairpersons of both FAC and FPC.

4.2 Term of the Chairperson

The term of office for the chairperson shall be three years unless special circumstances require an appointment for a shorter period. A chairperson is eligible for reappointment, if willing to serve, and if reelected by the procedures cited in [Section 4.1](#) of this document.

4.3 Termination of the Appointment as Chairperson

This may be requested through a petition to the Provost/SVPAA, signed by at least two-thirds of the full-time faculty of the department or by the appropriate Dean. Upon receipt of the written request of either the department or the Dean, the Provost/SVPAA, in consultation with the academic deans, shall investigate the complaint behind the petition and attempt to reconcile the differences. If reconciliation is not possible, the Provost/SVPAA shall make the decision to remove or retain the chairperson, after informing the chairpersons of both FAC and FPC, and this decision shall be final.

4.4 Duties of the Chairperson

The duties of the chairperson include the following:

- A. Organizing the department to achieve specific objectives that relate to the general goals of the University;
- B. Planning for curriculum development and staffing needs;

- C. Approving and recommending to the dean, after consultation with the individual faculty member, a teaching schedule for each member of the department;
- D. Conveying the department's recommendations on course and curricular proposals to the appropriate body, according to the current curriculum review process agreed to by the Faculty Senate and the Provost/SVPAA;
- E. Supervising the instructional program and faculty development within the department;
- F. Developing with the assistance of department members, departmental policies and procedures, notification of which should be forwarded to the academic deans and the Provost/SVPAA before being implemented;
- G. Communicating with department members (both full- and part-time) through regularly scheduled meetings at least twice a semester, and providing minutes of these meetings to the members, the deans, and the Provost/SVPAA;
- H. Representing the department in meetings called by appropriate administrators and informing the deans and the Provost/SVPAA of the needs of the department;
- I. Making recommendations, after evaluation and proper consultation with the department, for faculty appointments, reappointments, tenure, and promotion. (See sections dealing with rank and tenure and [Appendix VII](#));
- J. Organizing and supervising academic advising within the department;
- K. Preparing the departmental budget request and overseeing the approved budget;
- L. Preparing and submitting annually to the appropriate Dean and the Provost/SVPAA a report of the state of the department.

4.5 Rubric and Schedule for the Determination of Chairperson Compensation

The compensation scale for the full-time faculty who serve as chairpersons is a matter for the collective bargaining agreement between the Faculty Affairs Council (FAC) and the Faculty Personnel Committee (FPC). In general, the chairpersons are compensated with reduced teaching loads and/or monetary remuneration for service over the twelve month calendar. The current provisions for chairperson compensation may be obtained from a FAC officer or the Provost/SVPAA.

- A. Determination of Departmental Level. To determine the departmental chair compensation scale, departments are divided into levels based upon a score calculated for each department, utilizing a formula incorporating the five variables described below. The score is meant to quantify chair workload. The score for each department will be recalculated by March 31 of the year of the expiration of the contract by a FAC/FPC subcommittee drawn from the current negotiating teams, based upon data from the three years of the expiring contract. The number of different levels into which departments are divided, based upon the range and distribution of departmental scores, will be subject to negotiation for the successor contract.
- B. Score Formula Variables. Variables of the formula include: 1) total number of sections of courses delivered by a department (*Sections*; see [E.1](#) below); 2) the number of students who are pursuing a major within a department (*Majors*; see [E.2](#) below); 3) the number of academic programs

within a department (*Programs*; see [E.3](#) below); 4) the departmental budget, calculated from specific 700 and 800 budget lines (*Resource Management*; see [E.4](#) below); and 5) *Additional Responsibilities* (see [E.5](#) below).

C. Scaling of Score Formula Variables. With the exception of the *Additional Responsibilities* variable, which is assigned a value of 0 or 5 for each year of the expiring contract (see [E.5](#) below), departmental values for each variable are scaled on a 0-10 scale, without rounding, by dividing each department's total, as determined by each rubric ([Section E](#)), by the greatest departmental total for each rubric, then multiplying each quotient by 10.

D. Departmental Score Formula. Utilizing the variables defined in *B* above, the formula for calculating each department's score is:

$$\text{Score} = 2 \times (\text{Sections} + \text{Majors}) + \text{Programs} + \text{Resource Management} + \text{Additional Responsibilities}$$
, resulting in department scores that may range from near 0 to 65.

E. Rubrics for Determination of Score Formula Variables. The rubric for determining the value of each score variable, the source data used, and any variable adjustments that may be required due to shared programs, is detailed below.

1. *Sections* Variable. The *Sections* variable replaces the *FTEF* variable used in past contracts and is designed to reflect aspects of chair workload related to such tasks as course scheduling; guidance and evaluation of full-time faculty; hiring, assignment, training and evaluation of part-time faculty; and acquisition, assignment and evaluation of graduate teaching assistants.

Banner data will be used to determine the total number of course sections scheduled by each department throughout the three years of the expiring contract. Those data are complete and static by February of the last contract year, at which point the data may be pulled. The following semester codes will be used, which capture all courses offered: 10 (Fall); 15 (Special Fall); 20 (Intersession); 30 (Spring); 35 (Special Spring); 40 (Summer); and 45 (Special Summer). Only "active" courses will be included, which omits cancelled courses. Schedule Types to be included are: travel load; internship load; HHR special internship; lecture; practicum; on-line web based; activities; lab; clinical; and telecourse. This eliminates from the data such courses as independent studies, readers and tutorials. The spreadsheet code to pull the Banner data for each department is "SCBCRS_DEPT_CODE", which shows the courses scheduled by each department chair.

The three year's worth of data are totaled for each department. The totals are then translated to a *Sections* variable value in the range of 0-10, as described in [Section C](#) above. In the final formula, the value of this variable is doubled, as shown in [Section D](#) above.

2. *Majors* Variable. The *Majors* variable reflects the number of students for whom a department is primarily responsible. Data for the *Majors* variable are pulled from IPEDS data collected by Institutional Research. Annual data are frozen September 1 and are available October 1.

For each major associated with a department, the number of students in the major are totaled. Each year's total includes all cohorts (i.e., freshman, sophomores, etc.). Both

undergraduate and graduate programs are counted, as are majors in online programs. (Through the end of the 2014-15 academic year, BISK program students are not counted, as BISK students were not managed by the department chair.) The total number of majors for each of the three years of the expiring contract are summed to arrive at a grand total.

For interdisciplinary programs, the number of majors is split between the departments responsible for those majors (see table below). In addition, IPEDS data were adjusted to ensure that Nurse Anesthetist majors were attributed to the Nursing department and undergraduate International Business majors were attributed to the Economics/Finance department.

Major	Algorithm for attributing majors to Depts
Neuroscience	Split equally between Biology and Psychology
BCMB	Split equally between Biology and Chemistry
Environmental Science	Split equally between Biology and Chemistry
Media & Inform. Tech	Split majors equally between CS, Physics & Engineering, and Comm & Media
Business Administration	Divide MBA majors 4 ways between Econ/Fin/IB, Mgmt/Mkt, Accounting and Operations & Analytics; except divide MBA Healthcare Mgmt track 5 ways, with 4 depts above and HA/HR
Computer Engineering	Split majors equally between CS and Physics & Engineering

Three-year majors totals are translated into a *Majors* variable value in the range of 0-10, as described in [Section C](#) above. In the final formula, the value of this variable is doubled, as shown in [Section D](#) above.

3. *Programs* Variable. The *Programs* variable is designed to reflect the number of programs for which a department is responsible. Data for the *Programs* variable is the same data from which the *Majors* variable is determined. The following rules are used in determining the total number of programs:
 - only programs that have at least seven (7) majors (across all cohorts) in a given academic year are counted as a program;
 - undergraduate and graduate programs are counted separately;
 - interdisciplinary programs are split between departments (i.e., for a program split between two departments, each department would get credit of 0.5 for that

program), the split is the same as that described in the table in [Section E.2](#) above; and

- a program that has no Program Director is counted twice;

Three-year program totals are translated into a Program variable value in the range of 0-10, as described in [Section C](#) above.

4. *Resource Management Variable*. The *Resource Management* variable is meant to reflect the workload associated with the department chair's management of the department's budget. This variable replaces the *Facilities* variable that was employed in previous contracts. Data for the *Resource Management* variable is Banner data obtained by the Treasurer's office and includes the budget numbers for the three years of the expiring contract. "Budgeted" rather "Actual" values are used for each departmental budget.

The budget data is comprised of the following budget lines for each department: 710713 (Equip Maintenance); 710743 (Transportation); 710791 (Lab Supplies); 710795 (General Consumables); 710798 (Micro Supplies); 730800 (New Equipment); 730805 (Replacement Equipment).

Three-year budget totals are translated into a *Resource Management* variable value in the range of 0-10, as described in [Section C](#) above.

5. *Additional Responsibilities Variable*. The *Additional Responsibilities* variable is meant to reflect the departmental chair workload related to such duties as accreditation, governmental regulations and organization of internships and clinical rotations. For a given year, a department is given a variable value of either 0 or 5 depending upon whether the department fulfills any of the following criteria:

- it runs an accredited program;
- it must fulfill state regulation or approval for one of more of its programs; or
- it must contract with internship or clinical sites that are off-campus (with documentation provided upon request).

If a department's situation with respect to fulfilling any of these criteria changes within the span of the contract, then the variable value for the three contract years will be averaged.

4.6 Chairperson of the Department of Faculty Librarians

The duties of the chairperson of the Department of Faculty Librarians are the same as those listed in [Section 4.4](#) above, except that Sections [4.4.F](#), [4.4.J](#), and [4.4.K](#) do not apply. Duties unique to the chairperson of the Department of Faculty Librarians are:

Developing, with the assistance of department members, Library Faculty governance policies and procedures, notification of which should be forwarded to the academic deans and the Provost/SVPAA before being implemented.

5.0 Full-Time Faculty

The full-time faculty of the University consists of those who hold full-time faculty contracts and who have been appointed to one of the six academic ranks which, in ascending order, are as

follows: faculty specialist, lecturer, instructor, assistant professor, associate professor, and professor. These ranks are described in Sections [6.0](#), [5.1](#), [20.1](#), [20.2](#), [20.3](#) and [20.4](#) of this document.

5.1 Lecturers and Visiting Professors (Full-time, non-tenure-track appointments)

A lecturer is appointed for a stipulated period of time but not to exceed one year. A lecturer has full-time teaching responsibilities but is not considered to be on the tenure track. Reappointment as a lecturer is possible but only on a one-time basis. The maximum appointment is for two years and such time spent as a lecturer will be counted as part of the probationary period for tenure if a person holding an appointment as lecturer is appointed to a tenure-track position.

The scope of lecturers' voting rights with respect to departmental matters, including curricular matters, will be determined and recommended by the department faculty and chairperson, and approved by the relevant dean. Lecturers will, in no case, have the right to vote on faculty personnel decisions or participate in reappointment or rank and tenure review of full-time faculty.

During the second and fourth semesters of a lecturer's appointment, lecturers are evaluated at the departmental level. As described below, this evaluation will be completed by either the tenured members of the department as a group or by the chair. This evaluation may touch upon the lecturer's scholarship and service, if relevant, but an evaluation of teaching alone is sufficient. The evaluation letter is due by November 1, if the evaluation occurs in the fall semester, or by April 1, if the evaluation occurs in the spring semester.

It is the discretion of the lecturer to choose to submit a self-report to the University-provided system no later than October 15, if the evaluation occurs in the fall semester, or March 15, if the evaluation occurs in the spring semester, but this self-report is not required. After the deadline to submit, the lecturer will not be able to alter the self-report. If the lecturer chooses to submit a self-report, the lecturer will be evaluated by the tenured members of the department as a group who will be granted access to the self-report within one day of the submission deadline.

In the event that the lecturer chooses not to submit a self-report, the tenured members of the lecturer's department will vote annually to determine whether the lecturer will be evaluated by the tenured members as a group, or whether primary responsibility for the task will be delegated to the chair. If the tenured members of the department vote to delegate the primary responsibility to the chair, at the chair's discretion, the chair may seek input from tenured members of the lecturer's department, but the chair must also consider any unsolicited comments submitted in writing from tenured members of the department. The evaluation of teaching must be based on at least one classroom observation, preferably by the chair, but the chair may delegate this duty to a tenured member of the department. However, the chair must be the preparer and signatory of the actual evaluation, which will be made available to the tenured members of the lecturer's department at the same time as made available to the Lecturer.

If the lecturer submits a self-report, or if the tenured members of the department vote to evaluate the lecturer as a group, they will also vote to designate an author for the evaluation letter. This letter will summarize the discussion of the lecturer's teaching (and scholarship and/or service, if relevant) at a meeting held expressly for that purpose. Faculty members are encouraged to observe the lecturer's teaching before participating in such a discussion.

By November 1, if the evaluation occurs in the fall semester, or by April 1, if the evaluation occurs in the spring semester, the chair will submit a copy of the departmental level evaluation to the University-provided system for access by the lecturer and tenured members of the department within one day of the submission deadline. The lecturer will have the right to submit a response to the evaluation to the same system by November 15 or April 15, if the evaluation occurs in the fall or spring semester, respectively. By the end of the next day, all materials submitted to the University-provide system will be made accessible to the lecturer's dean(s) and the Provost/SVPAA to review and for inclusion in the lecturer's evaluation file. If the lecturer subsequently applies for another faculty position at the University, such evaluations will be made available to the members of that position's search committee.

If a candidate for a full-time non-tenure-track appointment holds a terminal degree in the candidate's field, that candidate may be appointed, at the discretion of the Provost/SVPAA, to the rank of Visiting Assistant Professor. A Visiting Assistant Professor's teaching responsibilities, eligibility for reappointment, maximum appointment, voting rights, and annual evaluation process will be identical to those of a lecturer. Time spent as a Visiting Assistant Professor will be counted as part of the probationary period for tenure if a person holding an appointment as a Visiting Professor is subsequently appointed to a tenure-track position.

An appointment as a Visiting Associate or Visiting Full Professor may ordinarily be made for no more than one year. Reappointment of such a senior Visiting Professor is possible but ordinarily on a one-time basis. If the visitor already holds rank at an academic institution, rank will be that held at the home institution. If the visitor comes from a non-academic position, rank will be assigned by the Provost/SVPAA after consultation with the appropriate Dean(s) and with the chairperson and a committee of the department involved. A senior Visiting Professor's teaching responsibilities and voting rights will be identical to those of a lecturer. Senior Visiting Professors will retain the option to participate in an annual evaluation process identical to that of lecturers. In the rare instance that a senior Visiting Professor is untenured, time spent in that rank will be counted as part of the probationary period for tenure if that faculty member is subsequently appointed to a tenure-track position at the University of Scranton.

5.2 Proper Use of Faculty Status

In the use of faculty status, the University of Scranton subscribes to the principle set forth in the 1940 and 1970 statements and interpretive comments on Rank and Tenure by the American Association of University Professors. The University, in turn, rightfully expects its faculty members to reflect the responsibility espoused in the same statement.

The University also subscribes to the American Association of University Professors' *Committee A Statement on Extramural Utterances*, which states as a controlling principle that "a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness to serve."

Only the President and the Board of Trustees may speak in the name of the University. No faculty member, therefore, may use one's own title and position to state or imply that the University approves or endorses anything or anyone without the approval of the President and Board of Trustees. This would include the certification of any scientific or practical invention, any scientific or business undertakings, or the sponsorship of organizations.

The faculty member may use one's own title and affiliation for purposes of identification but should never present as an institutional spokesperson unless written authorization to do so has been given by the Provost/SVPAA.

5.3 Academic Freedom

The University of Scranton is a learning community standing in that tradition of American higher education, which is characterized as Catholic, Jesuit, and humanistic.

The University subscribes to the 1940 and 1970 statements and interpretive comments on academic freedom of the Association of American University Professors, which declare that "the common good depends upon the free search for truth and its free exposition." Therefore, faculty members are entitled to freedom in extramural activities, research, and teaching. This is not, however, a license to introduce controversial material which has no relation to the subject being taught. Although every faculty member should respect the stated aims of the institution to which the faculty member accepts an appointment, academic freedom protects the right to express, clarify, and interpret positions, including those identified as personal positions of the teacher, which are divergent from those of the institution.

"Teaching" refers to the activity in which faculty members discuss their subject matter with the intention of fostering learning. "Teaching" is not limited to the normal teaching loads described in Sections [5.5](#) and [6.0.C](#), nor is it limited to instructional activities that take place within the four walls of a traditional classroom. "Teaching" includes, but is not limited to, the instructional activities that take place when faculty members engage in classroom instruction, distance-learning courses, student conferences, academic presentations to colleagues or students, clinical instruction, supervision of internships, service-learning experiences, and civic engagement activities.

5.4 General Responsibilities of Full-Time Faculty Members

The general responsibilities of full-time faculty members include the following:

- A. Satisfactory fulfillment of teaching/librarianship duties and other assigned responsibilities;
- B. Observance of promulgated academic policies and regulations applicable to faculty, as available on a dedicated University webpage on the Provost's website;
- C. Course preparation and grading of student course work; direction, reading, and evaluation of student theses and dissertations where such are part of departmental programs;
- D. The regular academic advising and guidance of students. Each faculty member is expected to be familiar with academic regulations and the curriculum of the faculty member's department;
- E. Maintenance of scheduled office hours. Office hours, which are to be distinct from actual teaching hours, shall be scheduled by the faculty member in any term in which they teach. Within the first two weeks of each term in which a faculty member is teaching, the faculty member shall notify the chairperson and Dean of the schedule of their office hours and the schedule shall be posted on the office door of the faculty member.

For the Fall and Spring semester, three hours a week, allocated on at least two different days, will be considered the minimum requirement for office hours. Office hours shall be held on-campus, but online office hours may be held during on-campus office hours or in addition to on-campus office hours.

For those teaching in special sessions (see [Section 5.8](#)), one office hour per week per course being taught for a maximum of three hours per week will be considered the minimum requirement for special session office hours. During special sessions, faculty members may conduct office hours online, at a location of their choosing, unless a course is wholly or in-part on campus in which case the faculty member shall accommodate a student's request to meet on campus during a scheduled office hour;

- F. Involvement in the development and improvement of the academic program and curriculum of the department;
- G. Involvement in the University's assessment activities, as needed to meet, in a timely manner, Middle States, national, state and international accreditation requirement(s);
- H. Involvement in scholarly research with a view to publication;
- I. Participation in learned societies and educational organizations and in community service;
- J. Participation in department faculty meetings and in committee work;
- K. Preparation of course syllabi that include student learning outcomes for the course, current copies of which are to be submitted to the department and distributed to students;
- L. Cooperation with the chairperson and deans in enforcing academic regulations as available on a dedicated University webpage on the Provost's website;
- M. Maintenance of a high standard of conduct, integrity, trust, and professionalism when dealing with students, other faculty, staff, administrators, and the public;
- N. Compliance with all federal, state, and local mandated laws and policies applicable to faculty employment as available on a dedicated University webpage on the Provost's website.

5.5 Normal Teaching Load

The normal teaching for full-time faculty is described as follows:

- A. The normal teaching load for full-time faculty for the Fall and Spring semesters will be twenty-one (21) credit hours (twenty-four (24) credit hours for faculty specialists), with no more than twelve (12) credit hours per semester. In the College of Arts and Sciences and the Kania School of Management, alternate distributions of the normal teaching load for the academic year must have the agreement of the faculty member, chair, and Dean, and have the concurrence of FAC. Such alternate distributions cannot exceed one course per semester. FPC will inform FAC of any variances of [Section 5.5.A](#). that occur within the Leahy College of Health Sciences.
- B. Coordination of labs, practicums, student teaching, and equivalent fieldwork shall be equivalent to a determinate number of credit hours. The precise formula and rationale shall be stated in a written agreement between the Provost/SVPAA and the appropriate department. A copy of these written agreements shall be provided annually to the officers of FAC by August 15 and within three (3) weeks of any creation or modification between the reporting dates.

During the first semester following the beginning of a new contract, departments whose teaching load includes coordination of labs, practicums, student teaching, or equivalent fieldwork will submit:

1. written justification for continuation of existing agreements; or
 2. a request that any written agreement with the administration pertaining to these activities be revised. Such requests must include supporting documentation such as national benchmarks or national accreditation standards.
- C. No faculty member will be required to prepare more than three distinct three-credit or four-credit courses in a semester, nor should anyone be required to teach more than two new three-credit or four-credit courses in any semester after the first year of teaching. Within this context, two distinct one-credit courses will be considered the equivalent of one three-credit course. These limitations can be expanded by one course if the faculty member is teaching an overload course for the semester.

5.6 Reduction in Normal Teaching Load

A reduction to the normal teaching load can be granted by the administration for reasons such as:

- A. completing quasi-administrative assignments,
- B. approved leaves,
- C. grants or contracts that reimburse the University for released teaching time,
- D. scholarship and research projects,
- E. experimental or graduate classes,
- F. the number of student credit hours taught by the individual faculty member,
- G. advising workload relief, or
- H. any other factor pertinent to curriculum needs, faculty development, or financial feasibility.

All reductions in normal teaching load will be reported by the dean to the relevant department chairperson(s) to facilitate the composition of the master schedule. If a faculty member's application for a reduction in teaching load is denied, the dean must provide to the faculty member, upon request and in writing, the reason(s) for the denial.

5.7 Overload Teaching

An exception from the normal teaching load can be made by the administration as follows: Where programmatic considerations allow, a faculty member may be permitted to carry no more than six credits over the normal load in any given semester. Extra compensation, in accordance with the collective bargaining agreement, will be paid for these credits. Appropriately qualified full-time faculty will be given preference over part-time faculty in the assignment of uncovered courses in the fall or spring semester. Overloads should be distributed equally among interested, appropriately qualified faculty within a department. A faculty member cannot be required to teach an overload. The appropriate chair will be consulted before decisions are made by the Dean.

5.8 Summer and Intersession Teaching

Any full-time faculty member who teaches a graduate or undergraduate course in the summer or during the intersession will be considered to be teaching in the special session and will be compensated in accordance with the collective bargaining agreement. A faculty member may teach

up to eight credits in intersession. A faculty member may teach up to a total of 18 credits in the summer with at most nine credits at any point in time unless an additional three credits is in a ten-week or longer summer session. A faculty member cannot be required to teach in the summer school or in intersession. Teaching assignments should be distributed equally among interested, appropriately qualified faculty in a department. Those persons holding full-time faculty rank will be given first preference in the assignment of intersession and summer courses. Those holding faculty rank who are not full-time will be given second preference.

5.9 Off-Campus Teaching

Refer to Article 9 in the 2025-2028 Faculty Contract.

5.10 Outside Employment

A full-time faculty contract obligates the faculty member to devote the major portion of the faculty member's energies to meeting faculty responsibilities. Accordingly, a faculty member wishing to engage in outside employment (for example teaching or coaching at other educational institutions or regular or continued employment in a business or professional enterprise) will provide the Provost/SVPAA, in writing, with the non-financial details of the employment. The Provost/SVPAA, after consulting with the appropriate chairperson and Dean, will grant or refuse approval, in writing. If the request is refused, the reasons for the refusal must be given. An approval, once granted, may be renewed annually if the employment is continuing. Upon the request of FAC, a list of all those who have sought such approval, and the decisions rendered, will be given. During the individual faculty member's annual contract period, employment with institutions in competition with the University constitute an inherent conflict of interest and are not permitted.

In those cases where individuals with specialized skills can only be obtained by hiring persons already employed, an exception to the above regulation should be explicitly included as part of the faculty member's contract, and FAC should be notified.

Short term employment (e.g., a consulting assignment) that does not conflict with the faculty member's responsibilities to the University does not need approval.

5.11 Special Non-Teaching Assignments

Full-time faculty members agreeing to accept assignment to special non-teaching duties other than those explicitly governed by this handbook will be compensated for such duties by stipend and/or reassigned time at a rate to be agreed upon by the Provost/SVPAA and the faculty members involved. A list of faculty members undertaking such special assignments, including the nature of each assignment, its term or duration, and its compensation, will be provided to the chairs of FAC and FPC at the start of each academic year.

5.12 Advising Workload Relief

For any CAS department where the number of majors (excluding first-year students are double or triple majors) is greater than thirty-five times the number of full-time faculty teaching in that department during a given year, the university will, at the request of the department, provide staff support for the advising of all second-year students in the major.

6.0 Faculty Specialist

- A. Definition and Qualifications: Faculty Specialists are full-time faculty who have specialized training, knowledge, skills, competencies and experience in a particular field relevant to a departmental or programmatic need. Faculty Specialists must have an advanced degree, professional credentials, licensure or certification, and current professional experience in their respective discipline as determined to be appropriate by the departmental faculty and hiring Dean.
- B. Working Titles: Those who are hired and classified as Faculty Specialist may be titled variously with a prefix (e.g., clinical faculty specialist, accounting faculty specialist, communication faculty specialist) as appropriate to individual programs and specializations, as recommended by the program faculty and department chairperson, and approved by the hiring Dean. The title in no way affects the terms and conditions of employment.
- C. The purpose of the Faculty Specialist position is to meet specific departmental and programmatic needs. It is not intended to reduce or replace tenure-track lines. Annually, during the spring semester, FPC will provide information to Executive Committee of FAC on the teaching assignments for every Faculty Specialist employed so that FPC and FAC may review how Faculty Specialists are being used. The University may have no more Faculty Specialists than 15% of the full-time faculty. This percentage may be adjusted by the mutual agreement of FAC and FPC.
- D. Responsibilities and Privileges: Faculty Specialists share with tenured and tenure-track faculty the responsibility for teaching and maintaining integrity to the curriculum. Faculty Specialists will not occupy tenure-track positions nor are these positions to replace existing tenure-track faculty lines in a department. They are primarily engaged in teaching with a normal full-time teaching load of 24 credits per academic year, with no more than twelve credit hours per semester. Faculty Specialists are not expected to be significantly involved in scholarship and research with a view to publication; however, they may be required to engage in qualification maintenance activities as mandated by the accreditation standards of their program or department. Qualification maintenance activities may include, but are not limited to: continuing professional education; attending professional meetings; serving on professional boards, etc. Faculty Specialists are not eligible for sabbatical leave, and may not serve as departmental chair or program directors. Faculty Specialists are expected to maintain requisite clinical competencies and professional credentials.
- E. Faculty specialists are expected to be engaged in service, as appropriate, to the University, department, community, and/or professional discipline as determined by the department chair in consultation with the Dean. Their responsibilities include the following items specified in [Section 5.4](#) of the *Faculty Handbook*:
 - 1. Satisfactory fulfillment of teaching duties and other assigned responsibilities;
 - 2. Observance of promulgated academic policies and regulations applicable to faculty, as available on a dedicated University webpage on the Provost's website;
 - 3. Course preparation and grading of student course work; direction, reading, and evaluation of student theses and dissertations where such are part of departmental programs;

4. The regular academic advising and guidance of students. Each faculty member is expected to be familiar with academic regulations and the curriculum of the faculty member's department;
5. Maintenance of scheduled office hours. Office hours, which are to be distinct from actual teaching hours, shall be scheduled by the faculty member in any term in which they teach. Within the first two weeks of each term in which a faculty member is teaching, the faculty member shall notify the chairperson and Dean of the schedule of their office hours and the schedule shall be posted on the office door of the faculty member.

For the Fall and Spring semester, three hours a week, allocated on at least two different days, will be considered the minimum requirement for office hours. Office hours shall be held on-campus, but online office hours may be held during on-campus office hours or in addition to on-campus office hours.

For those teaching in special sessions (see [Section 5.8](#)) one office hour per week per course being taught for a maximum of three hours per week will be considered the minimum requirement for special session office hours. During special sessions, faculty members may conduct office hours online, at a location of their choosing, unless a course is wholly or in-part on campus in which case the faculty member shall accommodate a student's request to meet on campus during a scheduled office hour;

6. Involvement in the development and improvement of the academic program and curriculum of the department;
 7. Involvement in the University's assessment activities, as needed to meet, in a timely manner, Middle States, national, state and international accreditation requirement(s);
 8. Participation in department faculty meetings and in committee work;
 9. Preparation of course syllabi that include student learning outcomes for the course, current copies of which are to be submitted to the department and distributed to students;
 10. Cooperation with the chairperson and deans in enforcing academic regulations as available on a dedicated University webpage on the Provost's website;
 11. Administration of course evaluations for all courses taught every semester;
 12. Maintenance of a high standard of conduct, integrity, trust, and professionalism when dealing with students, other faculty, staff, administrators, and the public;
 13. Compliance with all federal, state, and local mandated laws and policies applicable to faculty employment as available on a dedicated University webpage on the Provost's website.
- F. Faculty Specialists are members of the collective bargaining unit. The scope of their voting rights with respect to departmental matters, including curricular matters, will be determined and recommended by the department faculty and chairperson, and approved by the relevant dean. They will, in no case, have the right to vote on faculty personnel decisions or participate in reappointment or rank and tenure review of full-time faculty. They will otherwise participate in departmental business and have ordinary faculty privileges (library, parking, professional development, travel funds, etc.). They are eligible for benefits in keeping with the collective

bargaining agreement. Faculty Specialists have academic freedom as per [Section 5.3](#) of the *Faculty Handbook*.

- G. Appointment and Review: The need for Faculty Specialist lines will be determined by the department or program faculty and recommended to the dean by the chairperson. In addition, the Dean may initiate deliberations with a department or program to determine the need for a Faculty Specialist.
1. Requests for Faculty Specialist appointments will originate within individual departments or programs by vote of the departmental/programmatic tenured and tenure-track faculty and will follow the same review and approval process employed when requesting tenure-track appointments. Should the request be approved, the process for identifying and evaluating candidates for initial appointment to a Faculty Specialist position will follow the appropriate procedures as outlined in the Collective Bargaining Agreement. The department's recommendation will be sent to the hiring Dean. The Dean may make a recommendation for appointment and forward the recommendation, including the candidate's record, to the Provost/SVPAA. Appointment is made in accordance with [Section 10.0](#).
 2. The initial contract will be for one year, and may be for nine or twelve months. Subject to a successful review per contract period by vote of the departmental/programmatic tenured faculty and a separate evaluation and independent recommendation from the department chair, and also subject to continued departmental or programmatic need, subsequent contracts may be offered, normally for one year through the first five (5) consecutive years of employment. However, at the Dean's discretion, these subsequent contracts may be up to three years in length.

By May 1, in the final year of a Faculty Specialist's contract, the Provost/SVPAA will inform the Faculty Specialist in writing whether the Faculty Specialist's contract will be renewed, and if so, the length of the renewal period.

After the first five (5) consecutive years of employment as a Faculty Specialist, subject to a successful review in the fifth year by vote of the departmental/programmatic tenured faculty and a separate evaluation and independent recommendation from the department chair, and continued departmental or programmatic need leading to a sixth year of employment, a Faculty Specialist will

- a. receive a one-time increase to their base salary as described in Article 5.C of the *Faculty Contract*
- b. gain the right to participate in their department's election of a chairperson (see [Section 4.1.B](#)), and
- c. receive new two- or three-year appointments thereafter, assuming a continued need for the position and programmatic need, and successful final contract year review as described below, with the term length being at the Dean's discretion.

After the first eight (8) consecutive years of employment as a Faculty Specialist, subject to a successful review in the eighth year (see below for details) by vote of the departmental/programmatic tenured faculty and a separate evaluation and independent

recommendation from the department chair, and continued departmental or programmatic need leading to a ninth year of employment, a Faculty Specialist will only be evaluated in the final year of their contract.

3. Written Performance Evaluations:

- a. In addition to the criteria in Sections [D](#) and [E](#) above, written performance evaluations will touch on the Faculty Specialist's teaching and service. This evaluation may also touch upon the Faculty Specialist's scholarship, if relevant, but an evaluation of teaching and service alone is sufficient. The evaluation of teaching must be based on at least one classroom observation, preferably by the chair, but the chair may delegate this duty to a tenured member of the department.

In the first eight (8) consecutive years of employment, Faculty Specialists are evaluated annually, either over the prior year's work or over the current contract period as described below in subsections 3.b and 3.c. Thereafter, assuming continued and consecutive years of employment, Faculty Specialists are only evaluated in the final year of their contract in accordance with subsection 3.c.

- b. Annual Written Performance Evaluation, not in the final year of a contract and not in the fifth or eighth year of consecutive employment:

For an evaluation in this category, the Faculty Specialist is evaluated annually at the departmental level and by their dean. As described below, the departmental level evaluation will be completed by either the tenured members of the department as a group or by the chair, except in the case of the terminal year of a Faculty Specialist's contract, when both a review by the tenured members of the department and the chair is required (see [Section 6.0.G.2](#) above). In addition to the criteria in Sections [D](#) and [E](#) above, this departmental level written evaluation will touch on the Faculty Specialist's teaching and service. This evaluation may also touch upon the Faculty Specialist's scholarship, if relevant, but an evaluation of teaching and service alone is sufficient.

It is the Faculty Specialist's discretion to choose to submit a self-report to the University-provided system no later than February 1, after which the Faculty Specialist will not be able to alter their self-report. The contents of the self-report should address the areas in subsection 3.a. above. If the Faculty Specialist chooses to submit a self-report, the Faculty Specialist will be evaluated by the tenured members of the department as a group, as described below, who will be granted access to the self-report within one day of the submission deadline.

In the event that the Faculty Specialist chooses not to submit a self-report the tenured members of the Faculty Specialist's department will vote to determine whether the Faculty Specialist will be evaluated by the tenured members as a group, or whether primary responsibility for the task will be delegated to the chair. If the tenured members of the department vote to delegate the primary responsibility to the chair, at the chair's discretion, the chair may seek input from tenured members of the Faculty Specialist's department, but the chair must also consider any unsolicited comments submitted in writing from tenured members of the department. The evaluation of teaching must be based on at least one classroom observation, preferably by the chair, but the chair may

delegate this duty to a tenured member of the department. However, the chair must be the preparer and signatory of the actual evaluation.

In the case of an evaluation by the tenured members of the department as a group, the tenured members will hold a meeting expressly for the purpose of a frank and confidential discussion of the Faculty Specialist's annual performance, including the self-report, if submitted. The tenured department members will vote to designate an author of the evaluation letter which will summarize the discussion of the Faculty Specialist's teaching, service, fulfillment of other duties and responsibilities given in Sections [D](#) and [E](#) above, and, if relevant, scholarship. The evaluation of teaching must be based on at least one classroom observation, preferably by the chair, but the chair may delegate this duty to a tenured member of the department. Faculty members are encouraged to observe the Faculty Specialist's teaching before participating in such a discussion.

By March 1, the chair will submit the departmental level evaluation(s) to the University-provided system for access by the Faculty Specialist and tenured members of the department within one day of the submission deadline. The Faculty Specialist will have the right to upload a written response to the evaluation(s) to the University-provided system by March 15.

Within one day of the submission deadline for the optional written response, the Faculty Specialist's Dean will be granted access to all evaluations/recommendations, reports, and responses that have been submitted by March 15 and may consult with other appropriate deans. By April 11, the Dean, having reviewed all materials for the candidate that were submitted to the University-provided system as of March 15, will submit in writing through the same system reasons for supporting or not supporting the recommendations of the chair, and of the tenured members of the department, when applicable. If applicable, the Faculty Specialist's Dean shall also submit to the same system and by the same deadline any written recommendations from other appropriate deans. Within one day of the submission deadline of the Dean's recommendation, access to the Faculty Specialist's Dean's submissions will be granted to the Faculty Specialist, the chairperson, and the tenured members of the department.

Within one day of the submission deadline of the Dean's recommendation, all evaluations/recommendations, responses, and reports submitted to the University-provided system will be made accessible to the Provost/SVPAA to review and for inclusion in the Faculty Specialist's evaluation file. If the Faculty Specialist subsequently applies for another faculty position at the University, such evaluations will be made available to the members of that position's search committee.

- c. Written Performance Evaluation, in the final year of a contract or in the fifth and eighth year of consecutive employment:

For an evaluation in this category, a self-report and a review by the tenured members of the department, the chair, and their dean is required. In this case, the self-report should address the areas in subsection 3.a. over the duration of the current contract period. The Faculty Specialist will submit their self-report to the University-provided

system no later than February 1, after which the Faculty Specialist will not be able to alter their self-report. The tenured members of the department will be granted access to the self-report within one day of the submission deadline.

The tenured members will hold a meeting expressly for the purpose of a frank and confidential discussion of the Faculty Specialist's performance over the duration of the current contract period, including the self-report. The tenured department members will vote to designate an author of the evaluation letter which shall include the name of each participating member and will summarize the discussion of the Faculty Specialist's teaching, service, fulfillment of other duties and responsibilities given in Sections [D](#) and [E](#) above, and, if relevant, scholarship. The evaluation of teaching must be based on at least one classroom observation, preferably by the chair, but the chair may delegate this duty to a tenured member of the department. Faculty members are encouraged to observe the Faculty Specialist's teaching before participating in such a discussion.

Further, a vote by secret ballot to recommend the reappointment or non-reappointment of the Faculty Specialist to a subsequent contract will be taken at the meeting and will be recorded in the evaluation letter. Only tenured faculty members who participate in the meeting in its entirety and who are physically present at the time of the balloting will take part in the official vote. (This provision is not intended to exclude anyone who must leave the meeting momentarily. In such a case, the meeting may be suspended temporarily). If the meeting for a particular Faculty Specialist continues in one or more separate sessions, only those who participate in all of the sessions for that Faculty Specialist in their entirety and who are physically present at the time of the balloting will take part in the final vote.

By March 1, the chair will submit the departmental and their evaluation to the University-provided system for access by the Faculty Specialist and tenured members of the department within one day of the submission deadline. The Faculty Specialist will have the right to upload a written response to the evaluation(s) to the University-provided system by March 15.

Within one day of the submission deadline for the optional written response, the Faculty Specialist's Dean will be granted access to all evaluations/recommendations, reports, and responses that have been submitted by March 15 and may consult with other appropriate deans. By April 11, the Dean, having reviewed all materials for the candidate that were submitted to the University-provided system as of March 15, will submit in writing through the same system reasons for supporting or not supporting the recommendations of the chair, and of the tenured members of the department. If applicable, the Faculty Specialist's Dean shall also submit to the same system and by the same deadline any written recommendations from other appropriate deans. Within one day of the submission deadline of the Dean's recommendation, access to the Faculty Specialist's Dean's submissions will be granted to the Faculty Specialist, the chairperson, and the tenured members of the department.

Within one day of the submission deadline of the Dean's recommendation, all evaluations/recommendations, responses, and reports submitted to the University-provided system will be made accessible to the Provost/SVPAA to review and for

inclusion in the Faculty Specialist's evaluation file. If the Faculty Specialist subsequently applies for another faculty position at the University, such evaluations will be made available to the members of that position's search committee.

- H. Faculty Specialists will receive salary increases in accordance with FAC contract guidelines for persons classified as faculty.
- I. Faculty Specialist is not a tenure-track position and does not lead to tenure. Faculty Specialists will follow the same policies and procedures related to outside employment as are required for full-time faculty.
- J. Faculty Specialists may apply for available tenure-track positions if they are qualified. If hired to a tenure-track line, the time as a Faculty Specialist cannot be counted towards tenure.
- K. In the unlikely event that reductions in current, full-time faculty employees are required in a department or program, reductions will first occur among those holding Faculty Specialist positions.

7.0 Special Ranks

Each subdivision in this category applies to persons who may teach at the University under specified conditions, but whose teaching time does not accrue to tenure. Such persons may, moreover, be invited to participate in a non-voting capacity in departmental meetings, unless the meeting concerns personnel decisions, reappointment, or rank and tenure review of full-time faculty.

- A. Adjunct Professor. Adjunct faculty members are those part-time teachers whose credentials match the qualification for one of the five ordinary ranks. They may be designated as adjunct at the appropriate rank and appointed and reappointed on a semester or annual basis.
- B. Professor Emeritus. A professor emeritus is one who has retired and either no longer teaches or teaches part-time. Those who have completed a minimum of ten years of full-time service to the University shall be so designated by the President. Professors emeriti shall be listed in University bulletins, invited to faculty convocations, and accorded library privileges, as well as a continuation of their University email account.

8.0 Academic Programs

An academic program is defined as a developed body of courses that receives transcript recognition. Interdepartmental programs are those academic programs whose requirements (excluding cognate and general education requirements for majors) include courses offered by faculty from two or more academic departments. Each program will be run by the chair of the department which houses the program, or by a director appointed by the appropriate dean(s). The director of a program will be appointed by the appropriate dean(s) in accordance with the nature and purpose of the individual program.

8.1 Scheduling of Courses

Academic departments, program directors, and individual faculty members have the initial responsibility for the development of programs and courses although the University reserves as its administrative prerogative the final choices of courses to be offered. It is essential, however, that

collegiality pervade the whole process from the proposal of courses and programs to their actual delivery.

A. Accordingly, the University assignment of course offerings will be based upon the Master Scheduling Process described below:

1. The Registrar guides the Master Scheduling Process (MSP). The Registrar will develop a calendar of MSP events and deadlines, and distribute the calendar, as well as the MSP tool, course data and reports and student data and reports to the deans, department chairpersons, and directors of interdepartmental programs by August 1st.

The Registrar will make available to deans, department chairpersons, and directors of interdepartmental programs the data they request (e.g., copies of previous years' course schedules, reports of the number of majors by class, admissions reports, etc.) and other appropriate data they need to accommodate program needs for general education requirements as well as cognate and major requirements of other departments. Each chairperson, in consultation with the department faculty and the directors of all relevant interdepartmental programs, will prepare and submit a preliminary draft of the master schedule to the Registrar's Office by the deadline in the published MSP calendar.

2. Courses should be offered in accordance with the standard block schedule established by the University. Exceptions to the block schedule must be approved by the Provost's Committee on Academic Policy and Compliance (PCAPC). Exceptions to block scheduling are normally made annually; however, continuing exceptions can be made with the approval of PCAPC at the explicit request of an academic department. Classes within each department should be distributed evenly between the MWF and TR sequences and between the morning and afternoon periods. The Registrar in consultation with the deans and the chairpersons (who will consult with the faculty involved and the directors of all relevant interdepartmental programs) will re-assign classrooms and times when, for example, the number of courses proposed for a given time period exceeds classroom availability.
3. The respective deans will review the preliminary draft of the master schedule and will suggest recommendations and revisions to the chairpersons by the deadline in the published MSP calendar (within two weeks of receiving the draft from the Registrar). The chairpersons, consulting with their faculty and the directors of all relevant interdepartmental programs, will make proposed adjustments to the master schedule in light of the deans' recommendations and departmental and individual faculty concerns and constraints. The chairpersons will submit the revised draft of the master schedule to the deans for approval.
4. By the date in the published MSP calendar, always before the end of the fall semester, the Registrar, through the department chairpersons, will provide each faculty member with a copy of the faculty member's tentative course assignments for the coming academic year (summer, fall, intersession, and spring). Additionally, at this time the Registrar will forward a copy of departmental and program master schedules to the relevant department chairs and directors of interdepartmental programs. Within four weeks, faculty members should submit requests for course changes to the chairperson. The chairperson, after

consulting with the directors of any relevant interdepartmental programs, will forward the department's requests to the appropriate dean for approval or disapproval. The draft at the end of this stage is the final draft of the master schedule.

5. Additional corrections may, with sufficient reason, be made up to (but no later than) the deadline for the promulgation of the class schedule. Such proposed corrections should be submitted, with a rationale and after consultation with the appropriate faculty and the directors of any relevant interdepartmental programs, by the chairperson to the dean for approval.
 6. Changes to the master schedule after promulgation will be made by the appropriate dean's office in consultation with department chairpersons, directors of all relevant interdepartmental programs, and affected faculty.
- B. The formulation of course offerings and schedules according to the procedures outlined above should be guided by considerations including, but not necessarily limited to, the following:
1. Student needs and interests;
 2. Curricular and Programmatic requirements, including those mandated by external accrediting agencies;
 3. The appropriate allocation of faculty resources in terms of teaching expertise, professional responsibilities, staffing needs of the various colleges, and equity. When an allocation cannot be made on the basis of these criteria the senior faculty member (in years of service at the University) will be given preference.
 4. Past and projected enrollments.
 5. Principles of rational scheduling and institutional resources such as instructional time and classroom space.
- C. Intersession and Summer Sessions. Once a course has been listed as a final offering in any of these sessions, registration has taken place, and the enrollment for the course has reached the minimum number specified in the collective bargaining agreement, it is the responsibility of the offering department to staff the course or to arrange for a suitable replacement. If the enrollment for the course is less than the minimum specified in the collective bargaining agreement, then the administration may cancel the course no later than 14 days prior to the start of the special session. The cancellation can be postponed to a later date, but only if the faculty member waives one's assignment right and places it on a contingent basis.
- D. Changes before the semesters. If, within two weeks of the start of a semester, there is an emergency due to the unforeseen inability of a full-time or part-time faculty member to meet a course commitment, any full-time faculty member who agrees to assume an additional preparation will receive a bonus of one-half overload salary above regular salary for that course and will have the option to exclude a mandatory course evaluation from the faculty member's evaluation file.

9.0 Faculty Travel Fund

University funds will be budgeted each year to support faculty travel to professional meetings for the following purposes:

- A. To enable faculty to present papers, chair sessions, or serve as discussants;
- B. To provide for professional development of faculty.

Priority is given to those presenting papers. Detailed guidelines and deadlines for applications will be announced by the Provost/SVPAA within the first month of each academic year. Applications are reviewed by the Faculty Travel Committee. Travel policies, including such matters as rates for mileage, meals, etc., are administered within the University's travel policy.

Travel for programmatic purposes, e.g. for training sessions, continuing education, licensure, or programs for credit is not funded through the Faculty Travel Committee. Faculty should process requests for such travel through their Dean, who shall have the discretion to allocate or not allocate funding.

Section 9.0 shall not be read to limit the capacity of the Provost/SVPAA to pursue special faculty enhancement initiatives requiring the allocation and disbursement of funds. Nothing in this section shall be construed to limit the right of the Provost/SVPAA to pursue special faculty development initiatives by allocating specifically budgeted funds to faculty enhancement.

9.1 Faculty Research Committee

The responsibilities of the Faculty Research Committee (FRC) are

- A. specifying criteria for preparation of proposals and reviewing and recommending proposals to be funded through internal funding as described in [Section 9.3](#) below,
- B. reviewing and recommending sabbatical applications (see Sections [12.1](#) and [12.2](#)),
- C. participating in patent review as described in [Appendix X](#),
- D. reviewing and recommending for funding the President's Fellowships for Summer Research (PFSRs), and
- E. reviewing Office of Research and Sponsored Programs reports and advising the Director of Research, who is an administrator appointed by the Provost/SVPAA, on policies, procedures and other matters related to research at the University unless they impact wages, hours, and working conditions.

Starting in Fall 2026, the FRC is composed of one to three non-voting members and at least eleven faculty representatives. The Director of Research will serve as the ex-officio non-voting chair and may choose up to two more non-voting members. The remaining faculty representatives are one tenured faculty member selected from and elected by the faculty of each Faculty Senate unit and tenured or tenure-track full-time faculty members elected by the faculty at large to bring the total elected faculty representation to a total of eleven (11).

The faculty representatives shall be elected under the supervision of the Faculty Senate. The names of all tenured and tenure-track full-time faculty members shall appear on the relevant annual ballot except for those who explicitly request deletion of their names prior to the election. The term of

membership for faculty representatives on the FRC will be three years except for some terms in the first election which will take place within the first month of the Fall 2026 semester. In this first election, three units, randomly selected from units A, B, C, D, and G, and one unit randomly selected from units E and H will be elected to serve an initial two-year term, and finally, the three at-large representatives will be elected to serve an initial one-year term to stagger membership going forward. After the first election, the FAC Executive Committee, in consultation with the Faculty Senate Election Coordinator, will determine the annual timing of subsequent elections and announce it to the full-time faculty. If at any point the number of Faculty Senate units changes, the FAC Chair and Provost/SVPAA shall consider a reconstitution of the membership of the FRC.

No faculty member of the FRC shall sit in review of a proposal (e.g., sabbatical or internal funding) for which the faculty member or faculty member's immediate family has applied. In such situations, the committee shall operate with its membership reduced by any such faculty.

9.2 Faculty Development Board

Funds will be budgeted each year for support of faculty members conducting research or curriculum development work in the summer and intersession terms. The Faculty Development Board, whose faculty representatives shall be elected (see [Section 15.0](#)) under the supervision of the Faculty Senate, shall specify criteria for the preparation of proposals and review proposals to recommend funding to the Director of Research. The number of awards and deadlines for submission of proposals shall be determined by the Provost/SVPAA and announced within the first month of each academic year.

9.3 Internal Research Funding

Funds will be budgeted each year to support faculty research projects. Proposals shall be reviewed by the Faculty Research Committee, which will also specify criteria for preparation of proposals. Deadlines for submission of proposals shall be determined by the Director of Research and announced within the first month of each academic year.

9.4 Instructional Development Board

Funds will be budgeted each year to support faculty instructional development projects. The faculty representatives from the Office of Student Support & Success/Center for Teaching Excellence Advisory Group will be the subcommittee that specifies criteria for preparation of proposals and reviews proposals to recommend funding to the Provost/SVPAA. This subcommittee shall include no fewer than one faculty representative from each college and school. Deadlines for submission and review of proposals shall be determined by the Provost/SVPAA or their designee and announced, along with the criteria for the preparation of proposals, within the first month of each academic year.

10.0 Faculty Appointments

All appointments to the full-time faculty are made by the President of the University. Such appointments are made upon recommendation of the Provost/SVPAA who, in every case, will consult with the appropriate Dean(s) and members of the appropriate academic department. The terms and conditions of all full-time appointments include but are not limited to the provisions of the *Faculty Handbook*, the collective bargaining agreements, and the individual faculty contract.

10.1 Special Assignments

Reductions in teaching loads and special faculty assignments as specified in Sections [5.6](#) and [5.11](#) of this handbook will be stated in writing by the Provost/SVPAA or designee and communicated in writing to the faculty member and appropriate chairperson.

10.2 Searches for New or Replacement Faculty

The procedures to be followed by faculty involved in the search process for new tenure-track faculty, including obtaining authorization for new positions or replacements for departing faculty, the advertising of these positions, the initial review of applications, and the on-campus interviews of finalists are specified in [Appendix VI](#).

10.3 Initial Appointments

The initial contract, negotiated between the appointee and Provost/SVPAA, will include any special terms, responsibilities, or understandings, including those regarding a reduction in probationary time as provided for in [Section 21.3](#) (b) but excluding those covered in [Section 10.1](#) of this handbook. A copy of the contract will be sent to the appointee. Any subsequent modifications or extensions affecting these special terms, responsibilities, or understandings will also be stated and confirmed in writing by the Provost/SVPAA and communicated in writing to the faculty member.

10.4 Initial Assignment of Rank

Appointments to the ranks of instructor, assistant professor, or associate professor will be made by the Provost/SVPAA upon the recommendation of the appropriate department and the relevant Dean. Appointments to the rank of full professor will be made by the Provost/SVPAA upon the recommendation of the appropriate department, the relevant Dean, and the Board on Rank and Tenure. In all cases the appointee's credentials must meet the criteria listed in Sections [20.1-20.4](#) and all other applicable sections of this handbook.

In cases of appointment to the rank of instructor where the department, relevant Dean, and Provost/SVPAA concur at the time of appointment that a faculty member meets all requirements for the rank of assistant professor, except for the completion of the degree or additional graduate hours as specified in [Section 20.2](#) A, the Provost/SVPAA will make the appointment to the rank of assistant professor as soon as the agreed-upon work is completed. This appointment becomes effective immediately. In such cases there is no need for a recommendation from the Board on Rank and Tenure. If the promotion takes place before the start of the spring semester, the time in rank will count as a full year for purposes of promotion.

11.0 Leaves of Absence

A leave of absence is a release for a specific period of time (normally for one year) from faculty responsibilities. This release from responsibilities precludes participation in any activity relating to faculty duties and responsibilities, including but not limited to the duties described in [Section 5.4](#) of this Handbook. This preclusion is not intended to apply to Paid Maternity and Parental Leave ([Section 13.2](#)) or Family and Medical Leave ([Section 13.3](#)), except as otherwise noted.

11.1 Granting of Leaves

Upon recommendation of the Provost/SVPAA, who will have consulted with both chairperson and deans, the President may grant a leave of absence at any time.

11.2 Compensation While on Leave

A leave of absence is uncompensated time, although benefits in which the University and the faculty member participate may continue, with total contribution coming from the faculty member. When the leave is over, the returning faculty member's base salary will include the percentage increment contained in the collective bargaining agreement(s) negotiated during the absence applicable to all faculty members without consideration of special adjustment.

11.3 Leave with Partial Salary

Faculty who have opportunities to engage in professional projects which are directly applicable to their faculty responsibilities, and which result in direct benefit to the University, may petition the Provost/SVPAA for a leave with partial salary. These projects may be related to their research or to other scholarly, creative or applied professional endeavors.

The leave with partial salary may be approved for no less than 1 semester. The level of partial salary will be based on the circumstances presented in each case, but will be established with the goal of maintaining the level of the faculty member's salary and keeping neutral the cost to the University.

Faculty who wish to apply for leave with partial salary will present a written proposal to the Provost/SVPAA. The proposal will include, at minimum, a description of the project and the relationship with the host institution or organization, a timeline for the work and return to the University, a request for the amount of partial salary required, and justification for the request. Documentation from the host institution should be included.

The Provost/SVPAA will consult with the faculty member's dean before deciding to grant or refuse the request for leave with partial salary.

11.4 Continuity of Service (Leaves of Absence)

Faculty members will have the option as to whether time on leave of absence is to contribute to the accrual of time in rank for purposes of promotion or advancement to tenure. At the time the leave is requested in writing from the Provost/SVPAA, faculty members shall indicate whether they wish the leave to be counted toward tenure or promotion. Time on leave is included in computation of length of continued service to the University.

For additional rules governing sabbatical eligibility for those who receive a leave of absence, see [Section 12.0](#).

12.0 Sabbatical Leave: Definition and Eligibility

A sabbatical leave alters a faculty member's normal responsibilities for a specified period of time and for a specific academic purpose that benefits both the faculty member and the University. During a sabbatical leave, a faculty member may not teach regular courses at the University (however, under special circumstances, such as a fellowship, a faculty member may teach regular courses at another institution). Unless faculty members on sabbatical seek and receive approval

from the Provost/SVPAA, they may not teach readers, tutorials, or independent study courses; mentor an honors project, graduate thesis, or doctoral dissertation; or serve as a department chairperson, program director, academic advisor, faculty senator, Faculty Development Board member, Faculty Research Committee member, or University Governance Council member. Faculty members on sabbatical will maintain the option to participate in regular department meetings; departmental reappointment, rank, tenure, and hiring deliberations; committee work; and the faculty/student research program. Moreover, such faculty members may continue, at their own discretion, to moderate student organizations or to hold elected faculty offices for which there are no alternates, such as a position on the FAC Executive Committee. Faculty members are strongly advised to recuse themselves from service on the Board on Rank and Tenure during any academic year in which they will be taking a sabbatical. A sabbatical may be taken for either a full academic year, a regular semester, or, in the case of faculty librarians, a summer and subsequent intersession (“Librarian Special Sessions Sabbatical”). Librarian Special Sessions Sabbaticals do not preclude library faculty from choosing to apply for regular semester or academic year sabbaticals. A faculty member is eligible for sabbatical leave during or after the seventh year of service dating back to the initial appointment or a previous sabbatical. (For example, newer faculty are eligible for a sabbatical in the seventh year, hence would ordinarily apply in the sixth year of service.) In the case of faculty members who receive a postponement of the tenure review due to childbirth or adoption (see [Section 21.3.C](#)) or a leave of absence (see [Section 11.4](#)), the first sabbatical may not be taken until the faculty member has received tenure, except in the case of a pre-tenure research sabbatical, as described in [Section 12.7](#). However, such a faculty member will become eligible for a second sabbatical early, by the same number of years that the tenure review was postponed.

12.1 Application for Sabbatical

By September 15 of the year prior to the contract year in which the faculty member wishes to be on sabbatical leave, the faculty member must submit to the Dean a statement of intent to apply for sabbatical leave. In the case of Librarian Special Sessions Sabbaticals, the sabbatical begins the summer immediately following the notice of an approved sabbatical application. By the same date, the faculty member must submit to the department chair an application for sabbatical leave, which will outline the sabbatical project, including a timeline for submission of any needed application(s) to internal or external review bodies (e.g., Institutional Review Board, Institutional Animal Care and Use Committee). (Application forms are available from the Office of the Provost.)

The Faculty Research Committee (FRC, see [Section 9.1](#)) will begin the review of applications for sabbaticals at a fall semester meeting. Throughout the review process, the FRC may request additional information from the applicant. No faculty member of the FRC shall sit in review of an application for which the faculty member or faculty member’s immediate family has applied. In such situations, the committee shall operate with its membership reduced by any such applicants.

The faculty member, along with the faculty member’s dean(s) and chairperson(s), will be informed of the decision by the end of that fall semester. A faculty member that applied for a sabbatical for a full academic year will be provided the option to change to a sabbatical for a semester, or in the case of a librarian, to a Librarian Special Sessions Sabbatical., Requests for this change must should be made no later than April 30 with the semester for the sabbatical determined in consultation with the department chairperson.

12.2 Approval Process

The application is submitted to the faculty member's department chair, who will provide a recommendation on any resources needed to cover the faculty member's responsibilities during the sabbatical, then forward it, along with the application, to the appropriate Dean by September 22. The Dean will make a recommendation regarding the proposal, then forward it to the FRC by October 15. Recommendations of the chair, Dean and committee will be submitted to the Provost/SVPAA by November 30, who will decide to grant or refuse the request for sabbatical leave. In the case of a refusal, the Provost/SVPAA will provide, in writing, reasons for the refusal and the recommendation of the Dean and the FRC. The applicant may submit to the Provost/SVPAA a response within fourteen (14) days of receipt of notice of sabbatical refusal for reconsideration of the sabbatical. The Provost/SVPAA may defer a sabbatical leave for programmatic reasons, financial reasons, and/or at the request of the faculty member. In such an instance, the faculty member will become eligible for a subsequent sabbatical early, by the same number of years that the previous sabbatical was deferred.

12.3 Required Report and Commitment

The faculty member will file a report on the sabbatical project with the Provost/SVPAA. The report should be a relatively brief narrative (1-2 pages) that outlines the faculty member's accomplishments during the contracted sabbatical period. The faculty member may attach products developed during the sabbatical. In the case of a research project, the attachments might be drafts of manuscripts, chapters in a book, or a grant proposal. In the case of a curriculum development project, the attachments may be new or substantially revised syllabi, new student workbooks or lab projects, or some similar product. By accepting a sabbatical leave, the faculty member commits to one year of service to the University immediately following the expiration of the sabbatical.

It is understood that a sabbatical concludes at the end of the contracted sabbatical period (either at the end of the fall semester, the end of the spring semester, or, in the case of a Librarian Special Sessions Sabbatical, at the end of Intersession). Reports from fall semester sabbaticals are due no later than March 1; reports from spring semester or full-year sabbaticals are due no later than September 1; reports from Librarian Special Sessions Sabbaticals are due no later than April 1. The Provost's Office will remind faculty two weeks prior to the deadline for the sabbatical report about the deadline and potential penalty of a one-year delay in eligibility for next sabbatical for late report submissions. The Provost's Office will confirm receipt of the sabbatical report. If a faculty member fails to file a sabbatical report by the deadline, the Provost/SVPAA must notify the faculty member within two months of the sabbatical report deadline if their eligibility for their sabbatical will be delayed by one year and why.

12.4 Compensation During Sabbaticals

A faculty member on a one-semester sabbatical or on a Librarian Special Sessions Sabbatical will receive full salary. A faculty member on sabbatical for an academic year (defined here as the beginning of the fall semester to the end of the spring semester) will receive 70% of their base salary.

All benefit plans which are operative during full-time employment will continue during a sabbatical with the same contribution schedule from the University and individual participant; benefits related to salary level are determined in accord with the salary actually paid.

When a faculty member elects a one-semester sabbatical during the academic year, the normal teaching load for the non-sabbatical semester will be 12 teaching credits.

12.5 Continuity of Service (Sabbaticals)

Time on sabbatical will be included in the computation of time for promotion and length of continued service to the University.

12.6 Pre-Tenure Research Sabbatical

Tenure-track faculty members are eligible to apply during the third year of their probationary period for a one-semester pre-tenure research sabbatical to be taken during the fourth year of their probationary period. Library faculty may instead choose to apply during the third year of their probationary period for a Librarian Special Sessions Sabbatical to be taken during the summer special session immediately following notice of an approved sabbatical application and the subsequent intersession special session. The proposal for a pre-tenure research sabbatical must describe a research project, not a curriculum development project. Faculty members who are granted and accept such a sabbatical are expected to include a copy of their proposal in their third-year reappointment portfolio. During the sabbatical period, they are also expected to make substantial progress toward a peer-reviewed scholarly publication or other juried creative or applied professional product consistent with their disciplinary or interdisciplinary research agenda. These products are expected to be of such quality that they support the faculty member's progress toward tenure and/or promotion (see [Appendix II](#)).

Time spent on a pre-tenure research sabbatical will contribute to the accrual of time in rank for purposes of promotion or advancement to tenure. Faculty members holding a terminal contract, and faculty members who do not hold a terminal degree, are not eligible for a pre-tenure research sabbatical. All other procedures related to pre-tenure research sabbaticals will be identical to those for regular sabbaticals outlined in Sections [12.0-12.5](#).

13.0 Medical Leave of Absence: Definition

Medical disability alters a faculty's member's ability to perform the faculty member's normal job responsibilities, as outlined in [Section 5.4](#) of the Faculty Handbook, for a specific period of time, as determined by the faculty member's primary care provider, and may necessitate a medical leave of absence. There are two types of disability coverage: short-term disability ("STD") and long-term disability ("LTD") (collectively "Employee Medical Disability"). STD coverage is provided when a faculty member is deemed unable to perform the general duties of a faculty member for a period of 180 days or less. LTD benefits begin on the first day following 180 days of continuous illness, or disability. STD benefits provide 100% of base salary and continuation of all usual fringe benefits to members of the bargaining unit where illness or disability prevents fulfillment of usually required faculty responsibilities. It is to be understood that employees have continued responsibility for usual deductions, including deductions for health insurance and mandatory retirement contributions. For details regarding LTD provisions, consult the Group Disability Benefits Certificate. Copies of the Certificate are available from the Human Resources Office. For a complete description of each type of leave and the application process, refer to the Article on disability in the Faculty Contract. Any conflict in the language of this section and [Section 13.1](#) and the Article on disability in the *Faculty Contract* will be resolved in favor of the Article on disability in the Contract.

13.1 Medical Leave of Absence: Application and Process

A faculty member unable to meet usual and normal faculty responsibilities for medical reasons must notify the chair of the department or the appropriate authority. The chair will consult with the faculty member, when possible, and recommend to the Dean a plan for covering vacated responsibilities. Department members may be called upon to cover the classes for a department member on STD with no additional compensation for coverage of less than or equal to two weeks. Beginning with the third week of coverage within a semester by a particular faculty member, this faculty member will be compensated on the basis of a pro-rated overload calculated from the start of the original two-week period. In the event of multiple coverage events by the same faculty member, the extra compensation will begin immediately if the faculty member has already covered the equivalent of two weeks of a regular semester for any course. In exigent circumstances (for example, when no department member is able or available to cover a particular course), the Dean, in consultation with the Provost/SVPAA, may elect to hire an adjunct faculty member to cover any or all of the vacated responsibilities, until such time as the faculty member returns from STD leave.

During the period of time that a faculty member on STD is deemed unable to perform the normal duties of a faculty member as outlined in [Section 5.4](#) of the Faculty Handbook, the faculty member may not teach regular courses at the University or any other University. A faculty member who is on Employee Medical Disability is normally considered to be unable to teach readers, tutorials, independent study courses, mentor Master's theses, doctoral dissertations, or Honors projects, serve as department chairperson, program director, academic advisor, faculty senator, Faculty Development Board member, or University Governance Council member. However, faculty members whose Employee Medical Disability is STD may receive special permission from the Provost/SVPAA to participate in regular department meetings; departmental reappointment, rank, tenure, and hiring deliberations; committee work; mentoring Master's theses, doctoral dissertations, or Honors projects; and the faculty/student research program if such work is medically approved. Any Faculty member whose employee Medical Disability is LTD is prohibited from participation in any University activities which would violate or otherwise be inconsistent with that status, for example: serving on the Board on Rank and Tenure, or any other duties as outlined in [Section 5.4](#) of the Handbook.

Faculty members who are on STD and are deemed medically able to work reduced hours have the option of requesting a limited workload through the Office of Human Resources, which will then forward the request to the appropriate Dean. The faculty member is required to provide documentation from the faculty member's primary care provider outlining the specific duties in which the faculty member may engage or the number of hours per week that can be completed. Faculty members who are able to work on a limited basis with medical approval and approval of the Dean will continue to receive 100% of base salary and all usual fringe benefits. The Dean will inform FAC of all requests for reduced hours of employment made by faculty on medical leaves. The Dean will deny an application for a reduced workload if it modifies or alters, in any way, the Long-term Disability Elimination Period of 180 days of continuous disability.

If an employee on STD is reimbursed for lost wages and benefits by a source other than the University, except for an employee's privately financed insurance, (examples include but are not limited to legal suits, worker's compensation, social security, ...) the University will be reimbursed

an amount not to exceed actual salary payments and the actual cost of benefits over the appropriate reimbursement period. Should the external reimbursement for lost wages and benefits be less than the University's actual expenditures, the University will receive the entire amount of the external reimbursement for wages and benefits. It is understood that the appropriate reimbursement period is defined as the period of STD during which external reimbursement begins and ends. It is further understood that the reimbursement period can begin no earlier than the beginning date of STD nor extend beyond the 180-day period of STD. For details regarding LTD provisions, consult the Group Disability Benefits Certificate.

13.2 Paid Maternity and Parental Leave

The usual maternity leave entitles a faculty member to eight contiguous weeks of paid disability leave before and/or after childbirth. The faculty member must consult with the department chair and dean as soon as possible, before the birth, to assist in the development of plans to cover the faculty member's responsibilities. If additional time is needed in the form of paid or unpaid leave, the provisions of [Section 13.1](#) Medical Leave of Absence: Application and Process and [Section 13.3](#) Family and Medical Leave will apply.

In addition, the University will provide three weeks of paid parental leave within six months after delivery to any faculty member who becomes a parent because of the birth of a child. When taken in conjunction with maternity leave, the three weeks of parental leave must be contiguous with the maternity leave.

Department members may be called upon to cover the classes of a faculty member on maternity and/or parental leave with no additional compensation for coverage of less than or equal to two weeks. Beginning the third week of coverage, faculty covering classes will be compensated on the basis of a pro-rated overload calculated from the start of the original two-week period. Prior to the completion of two weeks of coverage, the chair should notify the Dean who is covering class(es). In the event of multiple coverage events by the same faculty member, the extra compensation will begin immediately if the faculty member has already covered the equivalent of two weeks of a regular semester for any course.

See *Faculty Handbook* [Section 21.3.C](#) about the extension of the probationary period for tenure because of childbirth or adoption.

13.3 Family and Medical Leave

A faculty member who cannot fulfill teaching responsibilities on a short-term basis (the equivalent of two weeks of regular semester class meetings or less) due to the serious illness or incapacitation of a family member must notify the department chair, who will consult with the faculty member to develop a plan to cover the vacated responsibilities. This plan may include class cancellations and/or the enlistment of department members to cover classes with no additional compensation for coverage of less than or equal to two weeks. If, however, the faculty member cannot fulfill such responsibilities for more than the equivalent of two weeks of regular semester class meetings, the faculty member must apply for unpaid leave under the Family and Medical Leave Act (FMLA), which will begin at the end of the original two-week period. In such a case, the chair will consult with the faculty member and recommend to the Dean a plan for covering vacated responsibilities. Beginning with the third week of coverage within a semester by a particular faculty member, this faculty member will be compensated on the basis of a pro-rated overload

calculated from the start of the original two-week period. In the event of multiple coverage events by the same faculty member, the extra compensation will begin immediately if the faculty member has already covered the equivalent of two weeks of a regular semester for any course. In exigent circumstances (for example, when no department member is able or available to cover a particular course), the Dean, in consultation with the Provost/SVPAA, may elect to hire an adjunct faculty member to cover any or all of the vacated responsibilities, until such time as the faculty member returns from FMLA leave.

13.4 STD and Family and Medical Leave Act (FMLA) Transition

The nature of teaching and the structure of the semester do not always present transitions between classroom work and STD or Family and Medical leave which align to the standard teaching schedule. (Examples include: a faculty member is ready to return to work mid-semester; a faculty member will have to leave work at mid-semester.) In the case of STD or FMLA transitions which do not align to the standard teaching schedule, faculty members will be expected to accept reasonable work assignments specified by the appropriate Dean in consultation with the faculty member and the department chair. Such assignments must be consistent with the normal faculty responsibilities set forth in [Section 5](#) of this Handbook. Faculty working under these conditions will receive full pay and benefits. Faculty not offered the opportunity to work under these conditions will also receive full pay and benefits.

Faculty who are in the process of returning from an STD or Family and Medical leave are expected to discuss the transition with their Dean and inform the Chairperson of FAC, in writing, that consultation with the Dean has occurred.

The University will inform the Chairperson of FAC of all cases processed under this provision of the Handbook. The notification will include the individual's name and work assignment.

13.5 Continuity of Service

Ordinarily, in the calculation of continuous service for promotion in rank or advancement to tenure, any combination of disability and/or Family and Medical leave totaling less than six months will be included, while any combination of disability and/or Family and Medical leave totaling six months or more will not be included. A faculty member seeking an exception to this rule may petition the Provost/SVPAA (no later than November 1 of the year of any scheduled rank and/or tenure review), who will consult with the faculty member's home dean before rendering a decision.

14.0 Part-Time Faculty Hiring

Once the Dean has determined the need for a new part-time faculty member, the department chairperson or the chairperson's designee shall formally announce the opening to the department. Each full-time department member will be given an opportunity to participate in the hiring process. The department will recommend candidates to the Dean who then makes the hiring decision. In circumstances where time is short, the chair or the chair's designee may deal directly with the Dean, but the department should be given an opportunity to review the part-timer's credentials as soon thereafter as possible.

15.0 Faculty on University Committees

To meet the definition of a “faculty representative”, to, for example but not exclusively, a committee, subcommittee, board, conference, senate, or any other group comprised wholly or partially of University faculty (“committee”), a faculty member must

- A. Be selected, usually by an election, by the faculty they are to represent, e.g., by the whole faculty or by an appropriate faculty subgroup such as those full-time faculty from a college/school or from a department, or
- B. Be appointed through the Faculty Senate and/or FAC Executive Committee as appropriate for the charge.

Faculty members selected or appointed otherwise are not faculty representatives.

The faculty elect representatives to various University committees, including but not limited to, the Board on Rank and Tenure, the Faculty Development Board, the Faculty Research Committee, and the Faculty Senate. Members of the faculty also serve on the Dean's Conference of each college and school as well as other committees.

For University committees requiring the election or appointment of faculty representatives from each college and school (with the exception of searches for Deans and Associate Deans, as defined in [Appendix V.C](#)), members of the Department of Faculty Librarians are clustered with faculty from the Leahy College of Health Sciences (LCHS).

The administration will formally notify the Chair of FAC when it creates a committee on which faculty will serve. Notification must include the charge of the committee, the selection process for faculty who are to serve on the committee, and to whom the committee will report. Each year and for all University Committees, the Provost/SVPAA will publish a statement of purpose, who the committee reports to, and a list of committee members denoting those faculty serving as representatives.

The product of any committee, subcommittee, board, conference, senate, or any other group composed wholly or partially of University faculty shall be considered by FAC and the Administration to be a recommendation subject to modification, rejection, or adoption by the University Administration. In accordance with the law, recommendations that impact wages, hours, and working conditions must go through the collective bargaining process.

16.0 Complaint/Grievance/Arbitration Process

A faculty member, a group of faculty members, or the Faculty Affairs Council may file an allegation (“allegation”) that there has been a violation of the collective bargaining agreement or terms of employment, or incorrect, improper, arbitrary, or capricious interpretation, enforcement or application of the collective bargaining agreement or the terms of employment. This includes, but is not limited to the following:

- A. Dismissal, suspension, non-reappointment, denial of advancement in rank, or denial of tenure when the faculty member alleges a violation of academic freedom;
- B. Dismissal, suspension, non-reappointment, denial of advancement in rank, or denial of tenure when no violation of academic freedom is alleged;

C. Other matters covered by applicable collective bargaining agreements.

All such allegations will be addressed through the three-stage process described in Sections [16.1](#) through [16.5](#) below.

16.1 Complaint Stage

The initial allegation is referred to as a complaint.

- A. Notification of Complaint: Written notification of a complaint must be registered with the Chairperson of FAC and the Chairperson of FPC within thirty (30) weekdays of the incident. Such a complaint should include, but is not limited to, a short description of the incident (including the date of the incident) and the names of the parties involved.
- B. Complaint Investigation: The Chairperson of FAC and the Chairperson of FPC, or their designates, have fourteen (14) weekdays from the date of written notification to investigate the complaint and to attempt to resolve it. If the Chairperson of FPC is a named party, a designate for the Chairperson of FPC will be used for this investigation at the complaint stage and if this progresses, at the grievance stage as well.
- C. Complaint Resolution: If the Chairperson of FAC, the Chairperson of FPC, and the complainant agree on a resolution, it is binding on all parties. If all three parties do not unanimously agree on a resolution within the fourteen (14) weekdays, the complainant or the officers of FAC may move the complaint to the next stage of the process.

16.2 Grievance Stage

An unresolved complaint that is moved to the next stage of the process is a grievance.

- A. Notification of Grievance: Written notification of a grievance must be registered with the Chairperson of FAC and the Chairperson of FPC within fourteen (14) weekdays of written notification of the lack of resolution of a complaint. The written notification of a grievance should include, but is not limited to,
 - 1. a description of the situation with the date of incident and an indication of what terms or conditions the allegation involves, e.g., areas of the *Faculty Handbook*, applicable collective bargaining agreements, the terms of employment, or administrative decisions the grievant believes are relevant to the allegation
 - 2. the names of the parties involved, and
 - 3. the remedy sought.
- B. Grievance Investigation: The Chairperson of FAC and the Chairperson of FPC, or their designates, have fourteen (14) weekdays from the date of written notification of a grievance to investigate and attempt to resolve it.
- C. Grievance Resolution: If the Chairperson of FAC and the Chairperson of FPC agree on a resolution, it is binding on all parties. If the Chairperson of FAC and the Chairperson of FPC are unable to agree on a resolution within fourteen (14) weekdays, the grievance may be submitted to binding arbitration as described in Section 16.3.

16.3 Arbitration Stage

If the Chairperson of FAC and the Chairperson of FPC are unable to agree on a resolution, the grievance may be submitted to binding arbitration within sixty (60) weekdays of the date of the written notice of the grievance.

Arbitration shall be held under the voluntary arbitration rules of the American Arbitration Association (AAA). The Arbitration hearings shall be held in Scranton, unless otherwise agreed to in writing.

The arbitrator's decision is final and binding upon all parties involved in the grievance. The arbitrator has no power to add to, subtract from, or modify the clauses or terms of the *Faculty Handbook*, the Collective Bargaining Agreement or other applicable collective bargaining agreements. The arbitrator can decide only the issues contained in the written grievance.

The arbitrator's fees and any other fees relating to the arbitration proceedings shall be shared equally by the Faculty Affairs Council and the University. Each party is responsible for its own costs in the preparation and presentation of its case to the arbitrator. Both parties agree, however, that the Chairpersons of FAC and FPC, or their designates, may present any case to an arbitrator.

16.4 Time Limits and Extensions

In the event that any step of this procedure is not accomplished within the specified calendar days, or in the event of failure to communicate a decision at any step of this procedure within the specified time limits, the complaint/grievance shall be advanced to the next step unless the time limits have been extended by mutual consent of the Chairperson of FAC and the Chairperson of FPC. The complainant/grievant, the Chairperson of FAC, or the Chairperson of FPC may request, in writing, an extension of the time limits. Such requests will be considered by the Chairperson of FAC and the Chairperson of FPC. The Chairperson of FAC and the Chairperson of FPC will provide written notification of agreement to extend or not to extend time limits.

16.5 FAC Rights in the Complaint/Grievance/Arbitration Process

The responsibility of notifying the Chairperson of FAC and the Chairperson of FPC rests with the faculty member(s) alleging a complaint or grievance.

The Chairperson of FAC must be notified by the administration of any meeting between the University Administration and the faculty member filing a complaint or grievance, so that the Chairperson of FAC, or the FAC Chairperson's designated representative, may be present at any such meetings.

The officers of FAC will have access to copies of all transcripts, documents, and correspondence filed with respect to the complaint or grievance.

16.6 Limitations Regarding Arbitration

Only the officers of FAC or the FPC shall have the right to take a grievance to arbitration.

17.0 Faculty Benefits

For all full-time faculty, the University provides health insurance, disability insurance, life insurance, retirement plans, medical and dependent care spending accounts, and other benefits as specified by the collective bargaining agreement, this *Faculty Handbook*, or the law. Details of the

current benefit package will be provided to all full-time faculty by the Office of Human Resources. This same office will also promulgate in a timely manner any modifications of or amendments to the benefit package.

18.0 Revision of the *Faculty Handbook*

All changes to this *Faculty Handbook* must be approved by the Faculty Affairs Council and the Faculty Personnel Committee before being submitted to the University Board of Trustees for final approval.

19.0 Board on Rank and Tenure

The function of the Board on Rank and Tenure is to recommend to the President that tenure and/or promotion in rank be given or denied to a particular member of the faculty.

19.1 Composition of the Board

The Board on Rank and Tenure is composed of the Provost/SVPAA as an ex-officio non-voting chair, five faculty members elected by the faculty at large, and two faculty members selected from and elected by the faculty of each college and school.

In the election of at-large members, provision shall be made to ensure that at least two of the at-large seats are held by faculty members with the rank of Full Professor and at least one with the rank of Associate Professor.

19.2 Membership Qualifications

Senior faculty have a professional responsibility to serve on the Board on Rank and Tenure and should be willing to accept election to the Board. The names of all tenured full-time faculty members holding the rank of Associate or Full Professor, excluding those covered under the provisions of the next paragraph, shall appear on the annual election ballot except for those who explicitly request deletion of their names prior to the election.

The following are ineligible for election to the Board on Rank and Tenure: faculty members who participated in any of the Board's deliberations during the previous year, including those alternates who were actually called upon to serve during that year; FAC officers and others designated by them, and any faculty members in a year when either their own case or that of a member of their immediate family is to come before the Board.

19.3 Term of Membership

The term of membership on the Board will be two years. Two at-large members will be elected in even calendar years, and three at-large members will be elected in odd calendar years; one member will be elected for each school with departments each year.

Each fall, faculty members will elect members to the Board on Rank and Tenure. All full-time faculty members are eligible to vote in these elections.

20.0 Rank and Tenure Policy

The President of the University, the chief administrative officer, promotes in rank and awards tenure to full-time faculty. The President makes these decisions in accordance with the academic criteria and procedures detailed in the following policy. In the manner described below, the full-

time faculty, including chairs, offer their advice as a service and as scholars. This advice and service should not be construed as being managerial in nature. Although it is contemplated that the University's faculty members will participate in the evaluation of their peers as set forth herein, it nevertheless is the right of each individual faculty member to decline to participate in the evaluation process, and such action will be considered neither a violation of contract nor a dereliction of duties as a faculty member.

20.1 Instructor

This rank is a period of probation. It presupposes the following qualifications:

- A. Possession of at least the Master's degree;
- B. Initiation of advanced professional preparation or training, and promise of ultimate success;
- C. Proved or potential teaching ability.

An instructor who is not promoted within five years may not continue as a member of the faculty, except as noted below:

Upon the birth of a child or the adoption of a child under the age of six by a faculty member in the rank of instructor, or the spouse of a faculty member in the rank of instructor, the number of years the faculty member may remain in the rank of instructor will be advanced one year. Any extension of the time at instructor will automatically extend the time before tenure by an equivalent number of years. Within six months of the birth or adoption, but no later than April 1 of the faculty member's fifth year, the faculty member will inform the Provost/SVPAA of the birth or adoption. No more than two extensions of the time in the rank of instructor may occur for any faculty member.

20.2 Assistant Professor

Promotion to or appointment to this rank presumes positive evidence of these qualifications:

- A. Possession of an earned doctorate, including a clinical doctorate, or possession of the M.F.A. as a terminal degree where appropriate; of 30 credits beyond the Master's degree toward the doctorate; or of a second Master's degree as recommended by the applicant's department with the concurrence of the relevant deans and the Provost/SVPAA. The department can recommend a waiver of this requirement in situations in which, because of enrollment and/or program pressures, the University is unable to obtain faculty with the usual qualifications. The relevant deans and the Provost/SVPAA must concur in the need for a waiver;
- B. Mastery of the content, both theoretical and applied, of the subjects being taught by the applicant;
- C. The capacity for or the attainment of teaching competence;
- D. Competence in research or other creative work, manifested by progress toward or attainment of the appropriate degree and/or by publication or other professional product;
- E. Active service where the demonstrated contributions and accomplishments support the mission of the University, as well as active service where the demonstrated contributions and accomplishments contribute to the welfare of the external community.

The minimum time in the rank of assistant professor as a full-time faculty member is five years. Faculty members not qualifying for promotion may be retained in this rank indefinitely provided that they meet the requirements for tenure.

20.3 Associate Professor

Promotion to or appointment to this rank presumes positive evidence of these qualifications:

- A. Possession of an earned doctorate, including a clinical doctorate, or possession of the M.F.A. as a terminal degree where appropriate;
- B. Mastery of the methodology and content of one's field;
- C. Attainment of teaching competence and progress toward mastery;
- D. Scholarly or other appropriate professional activity since the advancement or assignment to the rank of Assistant Professor, ordinarily demonstrated by refereed publication or other professional product but excluding work previously considered for advancement or assignment to Assistant Professor whose publication status has not changed;
- E. Active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development and/or enhancement of programs, opportunities and/or structures that support the mission of the University, as well as active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development and/or enhancement of opportunities, programs, and/or structures that contribute to the welfare of the external community.

The minimum time in the rank of associate professor as a full-time faculty member is six years. Faculty members may be retained in this rank indefinitely provided that they meet the requirements for tenure.

20.4 Professor

Promotion to or appointment to this rank presumes positive evidence of these qualifications:

- A. Possession of an earned doctorate, including a clinical doctorate, or possession of the M.F.A. as a terminal degree where appropriate;
- B. Continued growth in the mastery of the methodology and content of one's field;
- C. Outstanding teaching;
- D. Substantial scholarly or other appropriate professional activity since the advancement or assignment to the rank of Associate Professor, ordinarily demonstrated by refereed publication or other juried professional product but excluding work previously considered for advancement or assignment to Associate Professor whose publication status has not changed;
- E. Active and outstanding service where the demonstrated contributions and accomplishments result in the maintenance, distinctive development and/or enhancement of programs, opportunities and/or structures that support the mission of the University, as well as active and outstanding service where the demonstrated contributions and accomplishments result in the maintenance, development and/or enhancement of opportunities, programs, and/or structures that contribute to the welfare of the external community.

21.0 Tenure

Tenure is a means to freedom of teaching and research and of extramural activities. After the successful completion of a probationary period, teachers have permanent tenure, and their service will be terminated only for adequate cause or under extraordinary circumstances because of demonstrable financial exigency or change of institutional program.

21.1 Qualifications for Tenure

Qualification for tenure presumes evidence of fulfillment of the following requirements:

- A. A six-year period of service as a full-time faculty member in an accredited institution(s) of higher learning.
- B. A four-year minimum period of service as a full-time faculty member at the University, *except* in the case of those senior faculty members hired under the provisions of [Section 21.2](#) of this handbook and *except* in the case of senior academic administrators who have a tenure guarantee or have been awarded tenure under [Section 1.2](#) of this handbook.
- C. Possession of an earned doctorate, including a clinical doctorate, or possession of the M.F.A. as a terminal degree where appropriate. The department can recommend a waiver of this requirement in situations in which, because of enrollment and/or program pressures, the University is unable to obtain faculty with the usual qualifications. The relevant deans and the Provost/SVPAA must concur in the need for a waiver;
- D. Competence in the methodology and content of one's field;
- E. Attainment of teaching competence and progress toward mastery;
- F. Significant scholarly or other appropriate professional activity as presented by the candidate and as evaluated by the candidate's department;
- G. Active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development and/or enhancement of programs, opportunities and/or structures that support the mission of the University, as well as active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development and/or enhancement of opportunities, programs, and/or structures that contribute to the welfare of the external community.

21.2 Tenure Status of Incoming Senior Faculty

An incoming faculty member who is hired at a senior rank (Professor or Associate Professor), and who holds tenure at an accredited institution of higher learning, may be awarded tenure upon initial appointment to the faculty provided that the faculty member meets the requirements of [Section 21.1](#) and all other applicable sections of this handbook, and provided that the faculty member's credentials are reviewed by both the appropriate department and the Board on Rank and Tenure which shall each make a recommendation on the matter.

21.3 Probationary Period

The following items delineate the probationary period:

- A. The maximum probationary period before the granting of tenure is seven (7) years, unless extended as provided in [Section 21.3.C](#) and/or [Section 1.3.D](#) below. The minimum probationary period is four (4) years, *except* in the case of senior faculty hired under the provisions of [Section 21.2](#) of this Handbook and *except* in the case of senior academic administrators holding tenure guarantees or holding tenure awarded under the provisions of [Section 1.2](#) of this Handbook.
- B. Full-time teaching experience at other accredited institutions of higher education will ordinarily reduce the probationary time by one year for each year of experience up to a maximum of three (3) years for a minimum probationary period of four (4) years. At the time of hiring a faculty member can request an extension of this probationary period to a maximum of seven (7) years. The length of the faculty member's probationary period and the scheduled tenure review date must be agreed upon in writing at the time of hiring.
- C. Upon the birth of a child or the adoption of a child under the age of six by a faculty member or the spouse of a faculty member, the date of the faculty member's tenure review will be postponed by one year. Within one year of the birth or adoption, but in no case later than November 1 of the year of the scheduled tenure review, the faculty member will write to the Provost/SVPAA to confirm or decline the one-year postponement. Failing to submit such timely notification will constitute a *de facto* rejection of the extension.
- No more than two such postponements may occur for any faculty member. Reappointment/non-reappointment reviews will take place annually, as specified in [Appendix VII](#). The criteria for the tenure evaluation of the faculty member will be the same as if no postponement had occurred.
- For the rules governing sabbatical eligibility for those who receive a postponement of the tenure review for childbirth or adoption, see [Section 12.0](#).
- D. Pursuant to [Section 11.4](#) of this handbook, faculty will have the option as to whether a leave of absence is to count as part of the probationary period. At the time the leave is requested in writing from the Provost/SVPAA, faculty members shall indicate whether they wish the leave to be counted toward tenure and/or promotion.
- E. The years of the probationary period need not be consecutive. Any interruptions of sequence, however, must be officially approved by the University and may not involve termination of service here.

21.4 Evaluation for Tenure

All faculty members must be evaluated by the Board on Rank and Tenure during the next-to-last year of the probationary period (e.g. during the sixth year of a seven-year probationary period, during the third year of a four-year probationary period) *except* for those senior academic administrators hired under [Section 1.2](#) of this handbook. Application for the conferral of tenure will be made by the faculty member during this year in accordance with procedures found in Sections [23.0-23.11](#) of this handbook. In the absence of such an application in the next-to-last year of the probationary period, the Board on Rank and Tenure will itself initiate the evaluation.

21.5 Conferral of Tenure

Tenure is conferred by action of the President of the University after receiving recommendations from the Board on Rank and Tenure, the candidate's department, the deans, and the Provost/SVPAA.

21.6 Notification

If tenure is granted, it will be conferred with the following contract. If tenure is denied, the faculty member will be informed by the Provost/SVPAA of the areas of deficiency which led to the negative decision, and a terminal, non-tenure contract will be offered to the faculty member for the final year of the probationary period.

22.0 Norms for Faculty Evaluation

In general terms an applicant for promotion or tenure will be measured against the norm of support for the mission and goals of this University.

22.1 Procedures of the Board on Rank and Tenure

The Board on Rank and Tenure, in making its recommendations, shall be guided by specific norms and procedures for evaluating the faculty member's competence and professional activities. This evaluation will cover teaching, scholarship, and community service. Additional criteria and procedural details are contained in [Appendix I](#) and [Appendix II](#) of this Handbook.

22.2 Credentials of Candidate

The degrees referred to in this policy are earned degrees from institutions of higher education in the United States accredited by one of the regional accrediting associations at the time the degree was conferred. Earned degrees from institutions outside the United States and those from unaccredited United States institutions will be evaluated by the appropriate department to determine if the degrees are comparable to accredited United States degrees in the same field. This evaluation will be conducted as part of the evaluation of a candidate for employment, or, of current faculty, when a new degree is acquired.

22.3 Special Criteria

In the evaluation of professional librarians, special criteria are used; they are contained in [Appendix II](#) of this Handbook.

22.4 Notice of Changes in Policy

Whenever other instruments for the evaluation of faculty performance are to be used and whenever specific criteria for faculty evaluation and promotion are established, they will, in all cases, be promulgated and distributed to all members of the faculty by the Provost/SVPAA.

22.5 Extraordinary Cases

There is always the possibility that the ordinary norms could preclude promotion in rank or advancement to tenure of a particularly valuable faculty member. A special exception of such a person may be made upon recommendation to the President by the Board on Rank and Tenure. The Board can make such a recommendation provided first the applicant has the approval of a two-thirds majority of the tenured members of the department.

23.0 Application and Process for Promotion/Tenure

It is the responsibility of the individual faculty member to apply for promotion in rank or advancement to tenure in accordance with the deadlines given in the Rank and Tenure Annual Timeline in [Appendix III](#). An application consists of a dossier of no more than twenty pages, a curriculum vitae, and a set of optional supporting materials. Failure of a faculty member to apply will not make the University liable for any consequences caused thereby.

With the exception of some physical supporting materials described in [Section 23.2](#), all evaluation materials including a candidate's application, departmental, dean, and other evaluative documents described in Sections [23.2](#) to [23.7](#) are to be treated as confidential and submitted to the University-provided system unless otherwise specifically directed to be submitted through a University email. The deadlines for these submissions, as well as when access to the materials will be granted to relevant parties in the evaluation process, are given in the Rank and Tenure Annual Timeline in [Appendix III](#).

23.1 Promotion/Tenure Delegate

The department Promotion/Tenure Delegate will coordinate aspects of the evaluation for rank and tenure within the department (described in [Section 23.3](#)), chair the department's evaluation meeting(s) of the candidate (described in [Section 23.4](#)), and serve as a resource to the Board on Rank and Tenure in accord with [Section 23.10](#). Unless the department chair is the candidate, the department chair will serve as the department Promotion/Tenure Delegate. In the case that the candidate is the department chair, the Provost/SVPAA will notify the department's other tenured members and if applicable, tenured associates (as per [Section 3.0](#)) ("Eligible Voting Members") that they must convene a meeting to elect a Promotion/Tenure Delegate from the other tenured members of the department in accordance with the annual timeline [Appendix III](#). If no department member is available to serve as the Promotion/Tenure Delegate, the Provost/SVPAA, in consultation with the Eligible Voting Members, will appoint a delegate from the Eligible Voting Members.

23.2 Applicant's Responsibility

In accordance with the deadlines specified in [Appendix III](#), the candidate for promotion and/or tenure must submit a letter of intent to apply to the Provost/SVPAA. The candidate must also submit a dossier of no more than twenty pages and curriculum vitae which will be made available to each Eligible Voting Member, the candidate's home dean, the Provost/SVPAA and each member of the Board on Rank and Tenure according to the annual timeline in [Appendix III](#). The dossier should offer evidence necessary to make a responsible evaluation of the candidate's achievement in the areas of teaching/librarianship, scholarship, and service.

At the time of application for promotion and/or tenure, a candidate may also provide whatever supporting materials desired to demonstrate achievement in the areas of teaching/librarianship, scholarship, and service. An exception to a digital submission will be made for physical supporting materials such as books, artistic products, or other items deemed too difficult to digitize by the candidate. If the candidate wishes to provide such physical materials, one set of these materials is due to the department Promotion/Tenure Delegate in accordance with the annual timeline given in [Appendix III](#). A list of all physical supporting materials should be included with the digital submission of the candidate's application.

After the deadline for the application submission given in [Appendix III](#), a candidate will not be able to alter their submitted application; however, a candidate may submit addenda to the supporting materials. When possible, this should be done through the University-provided system. The candidate must notify the department Promotion/Tenure Delegate in writing (University email suffices) what was added and when. If there is a need to provide additional physical supporting materials because of the exceptions listed above, it must be done as a dated addendum submitted to the Promotion/Tenure Delegate. In either case, the Promotion/Tenure Delegate must notify Eligible Voting Members of any addenda to the supporting materials submitted by the candidate along with the date of addition. During the home dean's evaluation period given in [Appendix III](#), the candidate should follow the same procedure as above, but with notification going to the home dean for digital submissions or physical delivery to the home dean.

23.3 Role of the Department

Initial responsibility for applying the established criteria and making recommendations regarding tenure and promotion rests with the academic department's Eligible Voting Members who shall make written recommendations according to the procedures outlined in this Handbook and the deadlines given in [Appendix III](#). Therefore, the department is responsible for providing an evaluation of the candidate's case in teaching/librarianship, scholarship and service. Evaluations must involve some direct examination of the candidate's work in these areas and should take into consideration any contribution from faculty teaching in programs in which the candidate teaches.

The Promotion/Tenure Delegate will arrange for the candidate's set of physical supporting materials, if any, to be available to be signed out for review by the Eligible Voting Members from October 23 through November 30 and must notify Eligible Voting Members of any addenda to the supporting materials submitted by the candidate. The set of supporting materials should be treated as confidential and Eligible Voting Members are to have reasonable access to this set of materials during this period.

The department faculty are well-positioned to provide a comprehensive evaluation of the candidate's development as an educator, including the candidate's mastery of the methodology and content of the field and teaching effectiveness. Evaluation of teaching effectiveness by the department and individual faculty or external peer evaluators (such as the Center for Teaching Excellence (CTE) or program directors) requires some first-hand knowledge of the candidate's work, which should be obtained through direct observation of teaching and by other means, such as examination of teaching materials, including syllabi and examinations, review of the candidate's course learning outcome assessments, and course improvement activity.

The Department of Faculty Librarians is well-positioned to provide a comprehensive evaluation of the candidate's development as a librarian, including the candidate's mastery of the content, both theoretical and applied, of one's field of librarianship. Evaluation of effective librarianship by the department and individual library faculty requires some first-hand knowledge of the candidate's work, which should be obtained through direct observation of the candidate's performance in one's field of librarianship and through analytics, use statistics, class or workshop evaluations, and other forms of assessment in one's field of librarianship.

Recognizing the diversity of what constitutes excellence in publication and research in the various departments and disciplines of the university, and recognizing that the department is the actual

location of the university's expertise in its discipline, each department bears the primary responsibility for evaluating the quality of a candidate's scholarly or other professional activity as evidenced by evaluation of scholarly publication, artistic composition, or other appropriate professional product.

In evaluating the record in service, the department is best suited to describe the candidate's service contributions -- and the outcomes from these contributions -- for service to the department and/or to the candidate's discipline.

23.4 Department's Responsibility

A. Meeting to discuss the candidate's qualifications.

The department Promotion/Tenure Delegate will convene and chair a meeting of the Eligible Voting Members expressly for the purpose of a frank and confidential discussion of the applicant's qualifications. Eligible Voting Members present will elect another member to take notes on the discussion of the strengths and weaknesses of the candidate's qualifications in the areas of teaching/librarianship, scholarship, and service. Using the standard rank and tenure ballot found in [Appendix I](#), secret votes will be taken at the meeting on the applicant's qualifications in each area and on the conferral of tenure and/or for advancement in rank.

The Eligible Voting Member who was elected to take notes will draft a summary report of the discussion that occurred at the meeting. The author of the draft report will then circulate the draft simultaneously to all Eligible Voting Members who participated in the meeting and will invite those members either to concur that the draft adequately represents the frank and confidential discussion or to offer suggestions for revision to the draft. Eligible Voting Members who were not physically present at the meeting, but who did participate via remote access technology, cannot vote but may offer suggestions for revision of the draft report. Colleagues who concur, as well as those who request revisions to the draft, must reply to all who participated in the meeting. Failure to respond to any request for revision to the draft report indicates an individual faculty member's concurrence with the draft at that stage.

Once responses to the draft summary report have been communicated, within a reasonable timeframe set by the chair of the meeting, the author of the draft report and the chair of the meeting will revise the draft report incorporating the suggestions for revision into it. When the report has been finalized, all Eligible Voting Members who participated in the meeting are expected to sign the summary report. An individual's signature indicates concurrence that the report adequately represents the frank and confidential discussion of the candidate's credentials and that the record of the votes that occurred at the meeting is accurate.

In accordance with the annual timeline given in [Appendix III](#), the chair of the meeting will submit the finalized departmental summary report, including votes and signatures, to the University-provided system, and provide a copy to the Eligible Voting Members who participated in the meeting. The Promotion/Tenure Delegate must also transfer the candidate's set of physical supporting materials and dated addenda, if any, to the home dean in accordance with the annual timeline in [Appendix III](#). Unless the department chairperson is the candidate, the department chairperson must submit a separate recommendation to be made available to the Board on Rank and Tenure, the candidate, and the home dean, in accordance with the annual timeline in [Appendix III](#). Individual members of the department may supplement the

departmental summary report through written evaluations addressed to the Board. Should a member wish to exercise this right, the evaluation shall be emailed from the member's University email address to the Provost/SVPAA who will ensure that the evaluation is submitted to the University-provided system by the deadline in [Appendix III](#).

B. Absentee Votes for Rank & Tenure

Only tenured faculty members and, if applicable, tenured associates who participate in the meeting in its entirety and who are physically present at the time of the balloting will take part in the official vote. (This provision is not intended to exclude anyone who must leave the meeting momentarily. In such a case, the meeting may be suspended temporarily). If the meeting for a particular candidate continues in one or more separate sessions, only those who participate in all of the sessions for that candidate in their entirety and who are physically present at the time of the balloting will take part in the final vote.

23.5 Exclusions from Deliberations and Vote

No faculty member may take part in the deliberations or may vote on one's own behalf or on behalf of a member of one's immediate family. This is not meant to preclude testifying for oneself.

23.6 Individual Recommendation

Regardless of the circumstances of departmental voting, all members of the department will have the opportunity to make a recommendation on an individual basis. Should a member wish to exercise this right, the evaluation shall be emailed from the member's University email address to the Provost/SVPAA who will ensure that the evaluation is submitted to the University-provided system by the deadline in [Appendix III](#).

23.7 Role of the Deans

In all questions which come before the Board on Rank and Tenure, the faculty member's home dean shall make an independent judgment and will submit to the University-provided system a recommendation. by the deadline in [Appendix III](#). The home dean is responsible for transferring the candidate's set of physical supporting material and dated addenda, if any, to the Provost/SVPAA in accordance with the Rank and Tenure Annual Timeline in [Appendix III](#). The other academic deans may, at their own discretion or at the request of the faculty member, email from the dean's University email address a recommendation. to the Provost/SVPAA who will ensure that the evaluation is submitted to the University-provided system by the deadline in [Appendix III](#). These recommendations, along with any accompanying rationale, will be made available to the candidate, as well as the members of the Board on Rank and Tenure to assist them in their deliberations.

23.8 Deliberations of the Board

The Board on Rank and Tenure will review and consider the application of the candidate in confidence and in accordance with [Appendix I](#).

23.9 Candidate's Right to Appear Before Department and Board

The candidate shall have the option of making a personal appearance before the departmental group (described in [Section 23.3](#) of this handbook) and the Board (described in [Appendix I](#), A, 9

of this handbook). The decision not to appear will not be construed as prejudicial to the candidate's case in either instance.

23.10 Vote on Scholarship

Before casting its overall vote on tenure or promotion, the Board will compare its vote in the area of scholarship to that of the department. If the plurality of the Board's vote rests in one category (qualified, unqualified, or undecided), and the department's plurality rests in a different category, then the Board shall meet with the department–Promotion/Tenure Delegate before making its recommendation.

When the Board's vote or the department's vote results in a plurality tie between two categories (e.g., 5 qualified, 5 unqualified, 1 undecided), the Board will consult with the department Promotion/Tenure Delegate. After consulting with the department Promotion/Tenure Delegate, the Board will re-cast its vote on scholarship.

23.11 Board's Action

A recommendation to confer tenure or the advancement in rank requires a vote of the Board on Rank and Tenure of at least 7 positive votes of 11 votes. The department recommendation and the Board vote will be forwarded to the President.

23.12 Role of the Provost/SVPAA

The Provost/SVPAA is responsible for promulgating instructions for submission of and access to all materials on the University-provided system and for ensuring that access to materials of each candidate is granted to all relevant parties in accordance with the annual timeline given in [Appendix III](#). Further, as a non-voting member of the Board on Rank and Tenure, the Provost/SVPAA is free to offer a personal recommendation to the President.

24.0 Decisions Concerning Rank or Tenure

In all cases of rank and tenure, the decision of the President is final.

The President's decision concerning rank or tenure will be communicated to the applicant by the President or the President's designate.

Upon request, the Chair of the Board on Rank and Tenure will review the reasons for the President's decision with the applicant.

Ordinarily, the President will announce the names of all those who have been granted tenure or promotion only after all appeals have been decided.

25.0 Appeals Based on New Evidence

The faculty member has the right to appeal adverse decisions within thirty (30) days of notification. Such an appeal to the Provost/SVPAA must be accompanied by the presentation of new evidence, i.e. dating from after the Board's original recommendation.

Such an appeal will be presented by the Provost/SVPAA to the Board on Rank and Tenure. If the Board agrees that the presented evidence warrants an appeal it will reconsider the case. After reconsidering the case, the Board will again forward a recommendation to the President.

25.1 Personal Appeals

In terminal cases concerning tenure, the faculty member will have the right of a personal appeal to the President of the University. A personal appeal to the President may be made only during the required tenure evaluation year, i.e. the next-to-last year of the probationary period ([Section 21.4](#)). If the faculty member makes an appeal based on new evidence ([Section 25.0](#)), the faculty member must request a meeting to make a personal appeal to the President within fourteen (14) days of notification of the outcome of the appeal based on new evidence. If the faculty member chooses not to make an appeal based on new evidence, the faculty member must request a meeting to make a personal appeal to the President within forty-five (45) days after notification of the President's decision concerning tenure ([Section 24.0](#)).

25.2 Appeals in Terminal Year

Within the time frame specified for new applications, faculty members may appeal denial of tenure in their terminal year providing, 1) the faculty member can present evidence that was not available the previous year, and 2) two thirds of the Eligible Voting Members of the department (as defined in [Section 23.0](#)) recommend the reconsideration based on the new evidence. If these two conditions are met, the department will conduct a full review of the candidate's dossier in accordance with the provisions of [Section 23.3](#).

When the dossier reaches the Board on Rank and Tenure, the Board will first decide, by a two-thirds majority vote, if the new evidence submitted warrants a reevaluation of the tenure application. If it does, the Board will proceed with its consideration of the dossier in accordance with [Sections 23.7-23.9](#). If the Board votes that the new evidence submitted does not warrant a reevaluation of the tenure application, the appeal concludes at that point.

25.3 Allegations Concerning Violations of Due Process

Every faculty member is entitled to the expectation that the procedures stipulated in this handbook will be duly followed in the faculty member's rank and tenure considerations. Faculty members who believe that some violation of the stipulated procedures at any level may have resulted in a violation of their rights or may have had a negative consequence with respect to their opportunities for advancement may allege a violation of due process. Allegations of violations of due process must be initiated in five or fewer days of the applicant's becoming aware of the alleged violation but no later than the notification of the President's decision.

Allegations of violations of due process should be transmitted in writing to the Provost/SVPAA who will refer the matter to a standing committee and inform the Faculty Affairs Council of the allegation. The committee will consist of two administrators appointed by the Provost/SVPAA and two faculty members appointed by the Executive Committee of FAC by September 30th of each academic year. The Executive Committee of FAC and the Provost/SVPAA, respectively, also will appoint a faculty alternate and an alternate for the administrator. The faculty members and faculty alternate must be selected from the general membership of the Faculty Affairs Council, excluding the officers.

This standing committee will concern itself only with rank and tenure policy and will limit its investigation to matters of procedure. In cases where the committee finds a procedural violation, it will suggest some appropriate remedy.

Normally, the committee will submit its written recommendation to the Provost/SVPAA who will either accept or reject the recommendation. In cases where the Provost/SVPAA is concerned in the allegation, the committee will submit its written recommendation to the President who will similarly either accept or reject the recommendation. In either case, a copy of the written recommendation, along with a record of any actions taken, will be filed with both FAC and FPC.

26.0 Termination of Contract

A contract may be terminated by resignation, by expiration of term, or by action of the University.

26.1 Resignation

Resignation is the termination of service by action of the faculty member.

Tenured faculty members should offer written notice of their intention to resign to the Provost/SVPAA not later than January 15th of any contract period. The effective date of departure shall not fall within the regular academic year.

A non-tenured faculty member planning to resign should submit written notice at least 120 days before the date of contract expiration. No resignation will be permitted to become effective between the starting or renewal date of a contract and September 30 of the same year, except by mutual consent.

26.2 Expiration of Term

The termination of contracts of non-tenured faculty members is governed by the provisions of [Appendix VII](#). A tenured contract, however, if not replaced by a new contract, signed by the faculty member, is automatically renewed for one year at the terms specified in the previously signed contract.

26.3 Termination by Action of the University

Termination of a tenured appointment, or of a special or probationary appointment before the end of the specified term, may be effected by the institution only for financial exigency, discontinuance of a program, national emergency or major catastrophe, or dismissal for adequate cause.

26.4 Financial Exigency or Termination of a Program

Where termination of appointment is based upon financial exigency, or bona fide discontinuance of a program or department of instruction, the affected faculty member(s) shall be able to have the issue reviewed by a five-person Faculty Hearing Committee, with ultimate review by the Board of Trustees. The Faculty Hearing Committee will consist of one faculty representative selected by the FAC Executive Committee and four (4) faculty representatives selected by the Faculty Senate. The Committee will transmit a report of their review in such time as to allow for the timely review by the Board of Trustees. The report must be transmitted to the President, affected faculty member(s), and the FAC Executive Committee at the same time it is submitted to the Board of Trustees. In every case of termination for financial exigency or discontinuation of a program or department of instruction, the faculty members concerned will be given notice, never less than twelve months in advance, or will be given, in lieu thereof, a severance pay equal to one year's salary. When termination is due to the discontinuation of a program or department of instruction, the University will try to place affected faculty members in other suitable positions within the University. If an appointment is terminated before the end of the period of appointment, either

because of financial exigency or because of discontinuation of a program of instruction, the released faculty member's place will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

26.5 National Emergency or Major Catastrophe

Where termination of the appointment of any faculty member is required by war or national emergency, or by other major catastrophe which affects the University during the time of the contract, and which directly affects the services of the faculty member involved, the University reserves the right to suspend the tenured contract and to terminate the non-tenured contract by reasonable (30 days) written notice to the faculty member at the faculty member's last known address. Reinstatement of the tenured contract at the cessation of the emergency will be guaranteed, while the non-tenured contract will be negotiated in accordance with the law then prevailing.

26.6 Dismissal

Dismissal, which is not to be confused with non-reappointment or non-renewal, is an action taken against either a tenured or non-tenured faculty member whose services are terminated for adequate cause.

Adequate cause for a dismissal will be related, directly and substantially, to the fitness of the faculty member in the faculty member's professional capacity as a teacher and researcher. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights as American citizens.

Procedures governing the dismissal of a faculty member are outlined in [Appendix IV](#).

26.7 Special Separation Possibilities

A faculty member may petition the Provost/SVPAA for a special separation agreement. This agreement may be granted in circumstances where the faculty member's separation serves the University's interests. The determination of the University's interest is at the sole discretion of the Provost/SVPAA and not eligible for appeal.

27.0 Applicability of Handbook Policies

This Handbook's policies concerning rank and tenure, as well as those relating to termination, dismissal, faculty responsibilities and use of faculty status apply to all members of the faculty regardless of the date of their initial appointment.

28.0 Nondiscrimination and Anti-Harassment Policy

The University of Scranton, an Equal Employment Opportunity Employer-Educator, is committed to equal opportunity in employment and education without regard to race, color, creed, religion, , ancestry, gender, sex, pregnancy and related conditions, sexual orientation, gender identity or expression, sex characteristics, sex stereotypes, age, disability, genetic information, national origin, ethnicity, family responsibilities, marital status, veteran and military status, citizenship status, or any other status protected by applicable law. Faculty members who believe they have been discriminated against on the basis of any of the above are encouraged to contact the Office of Institutional Compliance and Title IX.

29.0 Conflict of Interest

All full-time faculty and administrators eligible to participate in the search, appointment, reappointment, non-reappointment, and/or rank and tenure processes set forth in this handbook are prohibited from participating in any aspect of such processes when the applicant or the candidate in question is an immediate family member.

30.0 President's Right to Use Sexual Harassment History in Rank and Tenure Decisions

The President of the University, when making rank and tenure decisions, decides in accordance with the criteria set forth in this Agreement but may also consider a faculty member's record of sexual harassment and/or sexual misconduct as contained in the faculty member's equity and diversity file. However, all other parties concerned in the rank and tenure process, including the members of the applicant's department, the deans, and the members of the Board on Rank and Tenure, will consider only that information which is either provided by the candidate or gathered through authorized access to the candidate's evaluation file. Such parties will not review records of sexual harassment and/or sexual misconduct, nor will they be granted access to the equity and diversity file. Neither will such parties be given a written or oral summary of any part of the equity and diversity file's contents.

Annually, the Provost/SVPAA, after receiving the names of those who intend to apply for rank and/or tenure in a particular year, will send the list of names to the Office of Institutional Compliance and Title IX (OIC). The OIC will then transmit to the President any record of sexual harassment and/or sexual misconduct responsibility in the equity and diversity file of any faculty member whose name appears on the list. The OIC will not convey to the President the contents of an equity and diversity file related to charges of sexual harassment and/or sexual misconduct that did not result in a finding of Responsibility.

31.0 Use of Assessment Data and Student Learning Outcomes

Information gathered through the assessment of student learning outcomes at the program level and above may not be placed in a faculty member's evaluation file or otherwise introduced into the reappointment process ([Appendix VII](#)), the rank and tenure process (Sections [20.0-25.3](#); [Appendix I](#) and [Appendix II](#)), the disciplinary process ([Appendix XII](#)), or the dismissal process ([Appendix IV](#)). Assessment information gathered at the course level may only be introduced into these processes at the faculty member's discretion. A faculty member's decision not to include information related to student learning outcomes and assessment, in and of itself, will not be construed as evidence of inadequate teaching at any stage of the reappointment or rank and tenure process.

32.0 Faculty Handbook Deadline Dates

If any deadline in the Faculty Handbook falls on a weekend, or a day the University is closed in full or in part, the deadline moves to the next earliest weekday the University is open.

33.0 Learning Management System

A. Use and Selection

The University provides a learning management system (LMS). The use of the LMS is optional. If the University seeks to replace the LMS, the Provost/SVPAA will seek a recommendation from Faculty Senate before determining a replacement LMS.

Any replacement LMS will allow for faculty to design their own course content, manage student access, grade assignments, track student progress, utilize various teaching tools within the LMS, and control the pedagogical approach within their courses within the University approved shell.

Contract(s) with an LMS provider must adhere to conditions in the collective bargaining agreement.

B. Academic Freedom

Academic freedom applies to teaching that takes place on or through an LMS (see [Section 5.3](#)).

C. Copyright and Intellectual Property

The ownership of content created by the University faculty member incorporated into any LMS course shall be determined by the *Faculty Handbook* [Appendix IX](#) on Copyright. Copyright materials located within the shell of the LMS may not be used by administration or the LMS provider/vendor to train artificial intelligence without the faculty member's permission.

The faculty member who creates content that is incorporated into any LMS course or shell, regardless of format, medium, or method of creation, shall exercise control, by written consent, over the future use, modification, and distribution of that content and shall determine whether the content should be revised or withdrawn from use.

D. Access

For reporting compliance purposes, the administration may access the LMS to collect student access and attendance data for students in online courses in online programs without the faculty member's consent or permission. Otherwise, written permission of the faculty member(s) must be obtained before anyone accesses their LMS course or shell for any purpose.

Appendix I: Standard Operating Procedures for the Board on Rank and Tenure

A. Procedures

1. In order to protect the individual faculty member's good name in the academic community and to safeguard free discussion by the members of the Board on Rank and Tenure, the review of each candidate by the Board must be regarded as confidential.
2. The Board on Rank and Tenure will not assume the task of updating the evaluation file of a faculty member. It is the faculty member's responsibility to ensure that one's file in the office of the Provost/SVPAA is current at all times, by submitting information or documents to be included in it, or by having others submit such material when necessary. In a year when a candidate is applying for promotion or tenure, the candidate's evaluation file will close ten calendar days prior to the first deliberative meeting of the Board on Rank and Tenure. After this date, nothing shall be added to the candidate's file until all evaluations, recommendations, decisions, and subsequent appeals are complete. This restriction does not apply to items added by the candidate or to items added at the candidate's request.
3. In submitting a set of supporting materials as part of an application for advancement in rank or for tenure, the faculty member should point out how that material indicates continuing professional development in teaching/librarianship, scholarship and service, and should document each matter to the best of one's ability by including with the supporting materials (c.f. Section [23.0](#), [23.2](#)) such things as publications, examples of projects, evidence of teaching excellence, etc.
4. Achievements, degrees, honors, services, etc., which were previously considered in recommending promotion to the present rank may be represented in requesting subsequent promotion, but primary emphasis will be placed upon activity since the last promotion.
5. In addition to the formal departmental consideration spelled out in Section [23.1](#) to [23.4](#), the Provost/SVPAA will invite all Eligible Voting Members of the applicant's department to submit their individual opinions of their colleague to the Board on Rank and Tenure. It is within the sole and personal discretion of each Eligible Voting Member of the applicant's department to submit or refrain from submitting an individual opinion of one's colleague who is an applicant for tenure or promotion.
6. The finalized report of the Eligible Voting Members of the department as a group, along with the recommendations of individual department members, the department chair (if applicable), and the Dean(s) will be available to the Board on Rank and Tenure in its deliberations.
7. The Board will have access to the faculty member's evaluation file and to the faculty member's application.
8. A review of the candidate's qualifications will then be conducted.
9. The candidate has the option to make a personal appearance before the Board to respond to questions and expand on the information the candidate has provided.

10. The Board thereafter deliberates on the faculty member's qualifications. No new material should be introduced during the deliberation period.
11. Every member of the Board shall evaluate the candidate's performance as it relates to key areas of teaching, scholarship, and service. Promotion to any rank above the level of instructor shall ordinarily require the appropriate level of performance in all key areas of teaching effectiveness, scholarship, and service.
12. In voting, special ballots and pencils shall be used so that the voters' identities will be concealed.
13. In the preliminary voting each Board member shall complete the top half of the standard evaluation form. A copy of this form appears below.
14. After the results of the preliminary voting have been tallied, each Board member will use the bottom half of the standard form to vote for promotion and tenure.
15. At the end of each day's deliberations, the chair of the Board on Rank and Tenure will set aside some time for possible reconsideration of the votes taken that day. There will, first, be an opportunity for any board member to propose that a case be reconsidered. A simple majority is required to reconsider. If there is a positive vote to reconsider, the board will review the original votes and the evidence for each area. It will then vote again, using both parts of the ballot. The vote of record will be the second. There will be no other reconsideration.
16. The Board's vote will be forwarded to the President through the chair. The significance of this vote is spelled out in [Section 23.11](#).
17. The individual will have the right, upon request to the chair, to receive the collated results of the Board's vote.

B. Sample Ballot

Applicant's Name

I assign the above-named applicant the following ratings:

I. Teaching/Librarianship

----- Qualified ----- Unqualified ----- Undecided

II. Scholarship

----- Qualified ----- Unqualified ----- Undecided

III. Service

----- Qualified ----- Unqualified ----- Undecided

I recommend:

Promotion No Promotion

Tenure No Tenure

Date: _____

Applicant's Name: _____

Appendix II: Norms for Evaluating Faculty for Rank and Tenure

A. The Three Basic Categories

1. Teaching

At the University of Scranton, teaching excellence is fundamental to the overarching Jesuit commitment to deep, transformative learning. Teaching within such an educational environment acknowledges the value of the Ignatian pedagogical paradigm, within which the teacher: seeks to understand the context in which teaching and learning will occur, particularly that of the student learner; stimulates the integration of new cognitive and affective knowledge so as to enhance the student's experience of any given topic; reinforces learning through well-structured reflection; emboldens opportunities for putting new knowledge into action; and, underpins learning through evaluation, by both the teacher and the student. Teaching effectiveness includes but is not limited to the following:

- thorough and current knowledge of the field
- clear and organized presentation
- appropriate methods and materials
- professional conduct and concern for individual student progress
- regular assessment and reflection on student learning that leads to course improvement

The Board on Rank and Tenure will assess teaching quality on the basis of the following items:

- evaluations of departmental members, program faculty, and deans, who should specify the basis of their judgments
- materials, if any, submitted either to the evaluation file or in the set of supporting materials as part of the candidate's application such as syllabi, samples of assignments and examinations, course evaluations, assessments of student learning and course improvements
- evidence of meaningful development of existing courses and development of new courses.

Other evidence to support a candidate's case for teaching quality might include the examples listed below. At any stage of the rank and tenure process, exclusion of any of these items will not be construed as evidence of inadequate teaching.

- In-class evaluations directed by the instructor
- Reflection essays by the students
- Other forms of student or instructor work and/or presentations
- Links to course-related website/e-portfolios
- Sample presentation software lecture aids

- Photos/videos of faculty and/or student work, e.g. performances, theses defenses, etc.
- Information gathered from direct assessments of student learning: assessment results, comments related to faculty reflection on these results and descriptions of actions taken to develop the course and/or pedagogy as a result of these data.
- Engagement with curriculum development to meet program needs
- Official course evaluation summaries and/or associated student comments.

2. Scholarship

The scholar is concerned with the production, assimilation, and advancement of knowledge. Scholarship varies with the discipline, but is generally made manifest by the following (alphabetically listed):

- Artistic creations in one's field reviewed according to accepted professional standards,
- Grant writing activity resulting in peer and/or expert reviewed grant proposals,
- Patent application activity or the awarding of patents,
- Publication in refereed journals and/or proceedings, or in edited volumes,
- Publication of creative work in selectively edited journals or books,
- Publication of peer-reviewed digital media,
- Publication of peer-reviewed monographs,
- Publication of peer-reviewed textbooks or edited volumes,
- Scholarly presentations at professional conferences reviewed according to the standards of the discipline,
- The recognition of peers, as demonstrated by professional awards, reviews, scholarly citations, independent productions of one's artistic creations, etc.

Research should be current and sustained. The Board will take into account both the quantity and quality of the scholarship and the different norms for tenure and for each rank stated in the body of the Handbook. It is the responsibility of candidates to provide evidence of the quality of their work, which will be evaluated by the department.

3. Service

At The University of Scranton, service is considered an essential responsibility of every faculty member's professional life, especially faculty who dedicate their careers to Jesuit and Ignatian higher education. Service should include regular reflection in a way that provides for personal and professional development of the faculty member as well as the host. Thus, service engages the institution, the faculty member, and the host in a way that fosters an Ignatian spirit of those dedicated to the betterment of others.

The specifics of one's service agenda will depend on the faculty member's interests and expertise. In some cases, faculty may choose to develop components of a service agenda that will also inform the faculty member's teaching to a degree appropriate for the circumstances. Components of a service agenda may be linked to their scholarly agenda as well. It is incumbent upon faculty members to demonstrate the success of their service agendas, including specific contributions and accomplishments from their work; how service components are integrated with teaching and/or scholarship when this occurs; and how their service agendas have developed over their careers, including the movement to leadership positions where this has occurred. Like teaching and scholarship, the agenda for service should be intentionally developed and demonstrate professional and/or personal commitment to the service activities generally leading to increased levels of involvement as one's career advances.

Service is categorized as internal, that is service to one's department or program and the University-at-large; and external, which refers to service to local, regional, national and international organizations. One's service agenda should include both internal and external service. Service to the University includes, but is not limited to: participating on committees, academic advising, moderating student activities and organizations, and contributing to major projects and other university initiatives. Service to the external community includes, but is not limited to: pro-bono participation in government; service to church or other places of worship; service to professional, private, and for-profit or non-profit organizations; service to professional and disciplinary organizations; and, the sharing of creative work through lectures and presentations to community audiences.

Internal Service: The University community comprises the department, the colleges and the University-at-large and involves active cooperation with department, college, and University colleagues in such activities as attendance at meetings, service on committees, and advising students. Internal Service may be made manifest by such activities as the following:

- Active collaboration with department, college and University colleagues in attendance at departmental meetings, substantive participation on department, college, and University committees;
- Advising and mentoring students;
- Moderating student organizations or activities;
- Formalized involvement in initiatives and activities of non-academic offices or divisions;
- Activities that involve the application of one's professional competence.
- Activities that support the University's Catholic and Jesuit mission.

External Service: The external community includes church, government, and private organizations. Service to the external community may involve one's professional competence, but need not be restricted to it. Professional service to the external community, including patient or client services, is characterized by those activities conducted on behalf

of the University that apply the faculty member's disciplinary expertise and professional knowledge of interrelated fields to issues in society. Professional activities that receive substantial remuneration are normally not to be considered as service. External Service may be made manifest by such activities as the following:

- Participation on external boards or committees;
- Professional service to community organizations through research, program assessment, or consulting;
- Sustained volunteer service to religious, educational, social service organizations or individuals;
- Service to one's professional and disciplinary organizations;
- Lectures, presentations, and sharing of creative work with community audiences.

B. Criteria for Rank and Tenure for Professional Librarians

1. Definition. The academic librarian makes a unique contribution to the academic community and to higher education itself. These contributions include developing collections and providing access to all library materials. Specific services include instruction in the use of print and digital library resources and the creation of new tools to enhance access to information. Librarians contribute the sum of knowledge through their research into the information process and other areas of study.
2. Norms for Appointment and Advancement. Selection and appointment of librarians shall follow procedures analogous to those that have been established for all faculty, i.e., there shall be a committee which includes representatives of the tenured Library faculty which shall review all candidates for appointment as librarians and make advisory recommendations to the Dean of the Weinberg Memorial Library for consideration and review by the Provost/SVPAA.

Any librarian appointed to the Library faculty must have the appropriate terminal professional degree, i.e., a Master's degree from a library school - preferably one accredited by the American Library Association. Exception: possession of a graduate degree in a subject field, when such subject competence is of greater importance for the position concerned than formal training in librarianship, may substitute for the professional degree so long as there is acceptable competence in librarianship, for example, an archivist, a bibliographer, a media specialist.

Effective practice of librarianship requires the following:

- A thorough knowledge of standards, methodologies, and best practices in one's field of librarianship.
- Keeping abreast of professional literature and the latest trends in one's field of librarianship.
- Appropriate application of standards, methodologies, and best practices to the specific user needs and available resources at the University.

- Collaboration with other library, university, professional, and/or community constituencies.
- Promotion of and communication about programs, resources, services, and /or issues related to one's field of librarianship.
- Professional and ethical behavior in one's field of librarianship.

The Board will assess the quality of one's practice of librarianship on the basis of the following items:

- The evaluations of department members and deans, who should specify the basis of their judgments.
- Analytics, use statistics, class or workshop evaluations, and other forms of assessment in one's field of librarianship.
- Written testimony from faculty, students, community members, professional peers, and others.
- Any material submitted by the librarian that demonstrates the effective practice of one's field of librarianship.

3. Promotion in Academic Rank. The librarian's academic preparation for an appointment to the Library staff is established on the basis of the terminal professional degree. Hence, the basic quality which must be evident for promotion in academic rank is the ability to perform at a high professional level in areas which contribute to the educational and research mission of the institution, such as: reference service, collection development, bibliographic organization and control.

Evidence of this level of performance may be adduced from the judgment of colleagues on the Library staff, from members of the academic community outside the Library, and/or from professional colleagues outside the academic institution.

Evidence of professional contributions may be interpreted as:

- a. Contributions to the educational function of the University: for example, teaching, not necessarily in a classroom situation; organization of workshops, institutes or similar meetings; public appearances in the interest of librarianship or information transfer. Evaluation of such activities may be on the basis of the judgment of those who are instructed and by the considered opinion of colleagues.
- b. Contributions to the advancement of the profession: for example, active participation in professional and learned societies as a member, as an officer, as a committee member, or as a committee chair.
- c. Activities related to inquiry and research: for example, publications, such as in professional and scholarly journals; presentations of papers; review of books and other literature; consulting; service as a member of a team of experts, task force, review committee or similar body. Such activities should be judged by professional colleagues on and/or off the campus on the basis of their contribution to scholarship, the profession of librarianship, and library service.

4. Promotion to Specific Ranks. Promotion to the specific ranks for librarians requires a record of successful fulfillment of criteria at each immediately lower level:

a. Instructor - In this rank a librarian customarily begins a career in academic librarianship. A period of probation, the rank usually presupposes the following qualifications:

- 1) Possession of an American Library Association- accredited Master's degree;
- 2) Initiation of advanced professional preparation or training, and promise of ultimate success.
- 3) Proved or potential ability in one's field of librarianship.

An instructor who is not promoted within five years may not continue as a member of the faculty.

b. Assistant Professor - Promotion to or appointment to this rank presumes positive evidence of these qualifications:

- 1) Possession of an American Library Association-accredited Master's degree;
- 2) Mastery of the content, both theoretical and applied, of one's field of librarianship;
- 3) The capacity for or the attainment of professional competence in one's field of librarianship;
- 4) Competence in professional work, manifested by progress toward an additional degree and/or publication or other professional product;
- 5) Active service where the demonstrated contributions and accomplishments support the mission of the University, as well as active service where the demonstrated contributions and accomplishments contribute to the welfare of the external community.

The minimum time in the Assistant Professor rank is five years; those not qualifying for promotion may be retained in this rank indefinitely provided they meet the requirements for tenure.

c. Associate Professor - Promotion to or appointment to this rank ordinarily presumes positive evidence of these qualifications:

- 1) Possession of a Master's Degree in Library Science and one of the following: a second Master's degree in a subject field; or the completion of thirty graduate credits in a discipline that improves professional competence;
- 2) Mastery of the methodology and content of one's field of librarianship;
- 3) Attainment of professional competence in one's field of librarianship and progress towards mastery;
- 4) Scholarly or other appropriate professional activity since the assignment of rank of Assistant Professor, ordinarily demonstrated by refereed publication or other juried

professional product excluding work previously considered for advancement or assignment to Assistant Professor whose publication status has not changed;

- 5) Active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of programs, opportunities and/or structures that support the mission of the University, as well as active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of opportunities, programs, and/or structures that contribute to the welfare of the external community.

The minimum time in the Associate Professor rank is six years; those not qualifying for promotion may be retained in this rank indefinitely provided they meet the requirements for tenure.

- d. Professor (formerly Librarian) - Promotion to or appointment to this rank presumes positive evidence of these qualifications:
 - 1) Possession of a Master's Degree in Library Science and one of the following: a second Master's degree in a subject field; or the completion of thirty graduate credits in a discipline that improves professional competence;
 - 2) Continued growth in the mastery of the methodology and content of one's field of librarianship;
 - 3) Outstanding professional performance;
 - 4) Substantial scholarly or other appropriate professional activity since the advancement to the rank of Associate Professor ordinarily demonstrated by refereed publication or juried professional product but excluding work previously considered for advancement to Associate Professor whose publication status has not changed;
 - 5) Active and outstanding service where the demonstrated contributions and accomplishments result in the maintenance, distinctive development and/or enhancement of programs, opportunities and/or structures that support the mission of the University, as well as active and outstanding service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of opportunities, programs, and/or structures that contribute to the welfare of the external community.
5. Tenure. Qualifications for tenure for a library faculty member presumes evidence of fulfillment of the following requirements:
 - a. A six-year period of service as a full-time faculty librarian in an academic library in an accredited institution(s) of higher learning;
 - b. A four-year minimum period of service as a full-time faculty librarian at the University of Scranton, except in the case of those senior faculty members hired under the provision of [Section 21.1](#) of this handbook and except in the case of senior academic

administrators who have a tenure guarantee or have been awarded tenure under [Section 1.2](#) of this handbook

- c. Possession of an American Library Association-accredited Master's Degree and one of the following: a second Master's degree in a subject field; or the completion of thirty graduate credits in a discipline that improves professional competence;
 - d. Competence in the methodology and content of one's field of librarianship;
 - e. Significant scholarly or other appropriate professional activity as presented by the candidate and as evaluated by the candidate's department;
 - f. Active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of programs, opportunities and/or structures that support the mission of the University, as well as active, and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development and/or enhancement of opportunities, programs, and/or structures that contribute to the welfare of the external community.
6. Procedures. A member of the library faculty who is a candidate for rank or tenure shall be reviewed according to procedures set forth in established University policies as applied to all faculty. (see: Section [23.0](#) - [23.11](#) of this handbook)

C. Role of the Provost/SVPAA as Chair of the Board on Rank and Tenure

1. In the Fall Semester, the Provost/SVPAA will issue a general announcement that the Board on Rank and Tenure will begin the review of candidates for tenure and promotion early in December. Eligible faculty members will be thereby invited to file an application for consideration by the Board on Rank and Tenure in accordance with the Rank and Tenure Annual Timeline in [Appendix III](#).
2. The Provost/SVPAA will check the eligibility of all candidates requesting consideration by the Board.
3. The Provost/SVPAA will distribute copies of the dossier and curriculum vitae of each eligible candidate to the Board on Rank and Tenure in accordance with the annual timeline given in [Appendix III](#). Further, the Provost/SVPAA will call, and act as Chairperson of, the meetings of the Board.
4. By January 31, the Chairperson shall transmit to the President the recommendations of the Board.

Appendix III: Rank and Tenure Annual Timeline

Below is the annual timeline for the rank and tenure process as referenced in [Section 23](#). If any deadline falls on a weekend or a day the University is closed, the deadline moves to the earliest next weekday that the University is open as per [Section 32](#).

August 31	Deadline for promulgation of instructions for submission of and access to all materials to the University-provided system by the Provost/SVPAA
September 22	Deadline for submission of candidate’s letter of intent to apply for tenure and/or promotion due to Provost/SVPAA (see Section 23.2)
September 30	Deadline for appointments to the Due Process Committee by the Provost/SVPAA (see Section 25.3) Deadline for notification to Eligible Voting Members if the department chair is a candidate for promotion by the Provost/SVPAA (see Section 23.1)
October 22	Deadline for designation of department Promotion/Tenure Delegate if candidate is the department chair (see Section 23.1) Deadline for submission of candidate’s application: digital submission of dossier, curriculum vitae, and optional supporting materials to the University-provided system (see Sections 23.0, 23.2) and one set of optional physical supporting materials, if any, to the department Promotion/Tenure Delegate (see Section 23.2) Eligible Voting Members granted access to candidate’s application. Within one day of this submission deadline, the candidate’s home dean and Provost/SVPAA are granted access to the candidate’s application, with the exception of any physical supporting materials
November 1 – November 30	Departmental evaluation period of candidate(s) (see Section 23.4) Chairperson’s evaluation period of candidate(s) (see Section 23.4)
November 30	Deadline for email submission of individual recommendations, if any, of candidate to the Provost/SVPAA (see Sections 23.4.A and 23.6) Deadline for email submission of recommendations, if any, from an academic dean other than the candidate’s home dean to the Provost/SVPAA (see Section 23.7)

December 1	<p>Deadline for submission of finalized departmental summary report, including votes and signatures, to the University-provided system (see Section 23.4)</p> <p>Deadline for providing a copy of the finalized departmental summary report, including votes and signatures, to the Eligible Voting Members who participated in the meeting(s) to evaluate the candidate (see Section 23.4)</p> <p>Deadline for submission of Chairperson’s evaluation report of candidate, if applicable, to the University-provided system (see Section 23.4)</p> <p>Promotion/Tenure Delegate delivers the candidate’s set of physical supporting materials, if any, and dated addenda to the home dean (see Section 23.3)</p> <p>Within of day of this submission deadline, the candidate and Provost/SVPAA are granted access to departmental summary report, chairperson’s evaluation (if applicable), individual recommendations (if any), and recommendations (if any) from academic dean(s) other than the home dean.</p> <p>Within one day of this submission deadline, the candidate’s dean is granted access to departmental summary report, chairperson’s evaluation (if applicable), and individual recommendations (if any)</p>
December 2-December 15	Home dean evaluation period
December 15	<p>Deadline for submission of home dean’s evaluation report of candidate to the University-provided system (see Section 23.7)</p> <p>Home dean delivers the candidate’s set of physical supporting materials, if any, and dated addenda to the Provost/SVPAA (see Section 23.7)</p> <p>Within one day of this submission deadline, the candidate is granted access to the candidate’s home dean’s evaluation report.</p> <p>Within one day of this submission deadline, BRT is granted access to all evaluation materials including a candidate’s application, departmental evaluation, dean evaluation, other evaluative documents, and the evaluation file (see Appendix I)</p>
10 days prior to first BRT deliberation	Candidate’s evaluation file closes to submission of material except directly from the candidate (See Appendix I.A.2)
January 31	Deadline for BRT’s recommendation due to the President (See Appendix II.C.4)

	President granted access to all evaluation materials including a candidate's application, departmental, dean, other evaluative documents, and the evaluation file.
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Note, an applicant has exactly 30 days from notification to appeal based on new evidence in writing to the BRT (see [Section 25.0](#)).

Appendix IV: Procedures Relating to Dismissal of Faculty Members

- A. Dismissal of a faculty member, as specified in Sections [26.3](#) and [26.6](#) of the Faculty Handbook, will be initiated through the following sequence of steps:
1. The administration will notify the chair of FAC that the University intends to initiate the dismissal process.
 2. The faculty member will be presented with a written statement of charges, framed with reasonable particularity by the President or the President's delegate. This statement of charges will be served upon the faculty member within five (5) days of the above notice to FAC. The statement shall be served by certified mail with return receipt or personal service. A copy of the statement shall be provided to the Chair of FAC.
 3. If the President or delegate determines after consultation with FAC that, based on the evidence available, continued teaching of the charged faculty member and/or the faculty member's presence on campus would cause such disruption of the educational process that its integrity or effectiveness would be seriously compromised, the faculty member will be suspended, or assigned to other duties in lieu of suspension, until the final decision on dismissal has been reached. In case of suspension or assignment to other duties, salary will continue during the period of suspension but in no event for a period of greater than twelve (12) months from the date of suspension.
 4. The faculty member will be given an opportunity to resolve the matter informally through discussions with the President or the President's delegate. The President or delegate should be notified, within ten (10) days of the faculty member's receipt of notice of the charges, of the faculty member's desire to initiate discussions. Such informal resolution must occur, if at all, within thirty (30) days of the initiation of discussions. FAC shall be informed when such discussions take place, and the faculty member shall have the right to have a FAC officer attend all such discussions.
 5. If no resolution is reached at this point, an informal inquiry will follow, conducted by a five-person pre-hearing committee composed of full-time faculty members selected by the officers of the Faculty Senate. This faculty committee will make a recommendation to the President or delegate, with a copy sent to the faculty member and to the chair of FAC, as to whether there is or is not a basis for proceeding with the formal hearing described below. Inquiry by this pre-hearing committee is unnecessary in cases where some other duly constituted group (such as the Sexual Harassment Hearing Panel or the Research Misconduct Committee) has already concluded an inquiry with a recommendation of dismissal.
- B. At least twenty (20) days prior to the formal hearing, the University must serve, by certified mail or personal service, notice of hearing with specific charges in writing upon the faculty member whose dismissal is sought.
- C. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges, or asserts that the charges do not support a finding of adequate cause, the Faculty Hearing Committee

will evaluate all available evidence and rest its recommendation upon the evidence in the record.

D. Organization of Faculty Hearing Committee:

1. The Hearing Committee is an ad hoc committee of five full-time faculty members whose names are randomly selected from a pool including the names of all full-time faculty members excluding current FAC officers and the chairperson/director of any department or interdisciplinary program involved in the case.
2. Faculty have a professional responsibility to serve on the Hearing Committee and should be willing to accept selection to the Hearing Committee.
3. To select the Hearing Committee, a designated representative from the Provost/SVPAA's Office will sort in random order all the names in the eligible pool in the presence of the President of the Faculty Senate or delegate, the Provost/SVPAA or delegate and the chair of FAC or delegate. The faculty member whose case is to be considered and/or the faculty member's representative will be given the opportunity to be present. The first five names drawn will constitute the Hearing Committee unless those selected either withdraw or are challenged in writing by the faculty member whose case is to be considered or by the President or delegate acting for the administration. One selected for service on the Hearing Committee may remove oneself on one's own initiative. Each party will have two uncontested challenges. Further challenges will be ruled upon by the President of the Faculty Senate. Parties may challenge individuals only, not groups or classes. Replacements for those selected who withdraw or are challenged will be made from the remaining names according to the order in which they were drawn.
4. The Hearing Committee will elect its own chairperson and determine its operating procedures in accordance with the steps contained in this Appendix, and with the provisions of the *Faculty Handbook*, especially Sections [5.3](#), [26.3](#) and [26.6](#). The Committee will also consult the Suggested Procedures for Faculty Dismissal Hearing available in the Provost/SVPAA's office and the FAC office.

E. Dismissal hearings will be private and confidential.

F. During the hearing, the faculty member will be permitted to have an advisor from the University community and legal counsel of the faculty member's choosing. However, the faculty member may have only one advocate who can speak during the hearing.

G. The administration and the faculty member will each provide the other with names of lawyers, advisors, and any witnesses they intend to call no less than forty-eight (48) hours before the hearing. The same information will be provided to the Hearing Committee at the beginning of the hearing.

H. A FAC officer shall be permitted to attend the proceedings as an observer.

I. A stenographic record of the hearing or hearings will be taken, and a copy will be made available to the faculty member upon request and without cost.

J. Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member

or administrators will be avoided so far as possible until the proceedings, including consideration by the Board of Trustees, have been completed.

- K. The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
- L. The Hearing Committee will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made. All requests for postponement of the hearing made prior to its scheduled date and time must be made in writing and shall set forth the reasons therefore. Requests for adjournments once the hearing has begun may be made orally on the record and shall set forth the reasons supporting the claim of surprise by the party seeking an adjournment.
- M. The faculty member shall have the right to produce in the faculty member's own defense witnesses as well as documentary or other evidence. If an individual whom the charged faculty member wishes to call as a witness is a member of the administration of the University, the University will produce such individual at the hearing so that the member of administration may be examined and give such testimony on the issues as the Hearing Committee deems relevant. The University will also produce on request copies of any documents under its control which the Hearing Committee determines are relevant to the issues raised by the University's charges, including documents contained in the charged faculty member's evaluation and personnel files. The release of documents contained in the personnel files of other faculty shall not be granted without the consent of the faculty member whose personnel file is to be disclosed. Relevant documents from another faculty member's evaluation file must be released, although they may be submitted initially for review in camera by the Hearing Committee which will in such cases decide whether or not such documents should be submitted directly into evidence or if such documents should be submitted into evidence in redacted form.
- N. The faculty member and the administration will have the right to confront and cross-examine all witnesses. Where the witness cannot appear because of infirmity, age, incarceration, or other exigent circumstances, and the Hearing Committee determines that the interest of justice requires admission of the witness's written statement, the Hearing Committee will identify the witness and receive an affidavit from such witness which shall be entered into the record. Alternatively, the deposition of such witness may be taken and the transcript thereof submitted to the Hearing Committee.
- O. In the hearing of charges of incompetence, the administration will make a reasonable effort to include testimony from qualified faculty members from this or other institutions of higher education.
- P. The Hearing Committee will not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues involved, subject to the restrictions set forth in paragraph M above. Every possible effort will be made to obtain the most reliable evidence available. The parties may request to add witnesses during the proceedings. The Hearing Committee may limit the introduction or testimony of the witnesses at its discretion.
- Q. The Hearing Committee's recommendation will be based solely on the hearing record.

- R. The President and the faculty member will be notified in writing of the Hearing Committee's recommendation. If the Hearing Committee concludes that an academic penalty less than dismissal would be appropriate, it will so recommend, with supporting reasons. The Hearing Committee will make a recommendation as to whether adequate cause for dismissal has been established by the evidence in the record.
- S. After receiving the Hearing Committee's recommendation, the President will make a decision. If the President accepts the Hearing Committee's recommendation, the President will so notify the Hearing Committee and faculty member. If the President rejects the recommendation in whole or in part, the President will consult with the Hearing Committee before making a decision. The President's decision will be based solely on the hearing record and any consultation the President might have with the Hearing Committee. The President's decision will be delivered to the faculty member by certified mail or personal service.
- T. If the President decides on dismissal or other penalty, the faculty member may appeal to the Board of Trustees within 14 days of receiving the President's decision. The Board of Trustees will determine its own procedures for hearing the appeal. The decision of the Board of Trustees is final and will be transmitted to the faculty member by certified mail or personal service.
- U. If the appointment is terminated, the faculty member will receive salary or notice in accordance with the schedule of notice (see [Appendix VII](#), Section J of this handbook) or, if the faculty member is tenured, for at least one academic year. This provision for terminal notice or salary need not apply in the event that there has been a finding that the conduct which justified dismissal involved moral turpitude. The President may take into account the length and quality of service of the faculty member in determining what, if any, payments will be made beyond the limits specified above.

Appendix V: Composition of Search Committees for President and Other Academic Administrators

A. Presidential Search Committee:

The President is the Chief Executive Officer of the University. Because there is the possibility of the President receiving tenure at the time of appointment, faculty will have representation on the Presidential Search Committee. The number of faculty representatives will be determined by the Board of Trustees. Such faculty representative(s) will be elected by the faculty.

B. Search Committee for Provost/SVPAA:

- Two members nominated by the Board of Trustees;
- Two University administrators appointed by the President;
- One full-time faculty member elected by and from each college and school, and one additional full-time faculty member elected at large;
- One member of the University professional staff;
- Two students, each of whom must come from a different college.

The faculty, student, and professional staff members shall be selected under the supervision of the appropriate representative bodies, or in their absence, the University Governance Council.

C. Search Committees for Academic Deans and Associate Academic Deans:

- Two University administrators appointed by the President;
- Two full-time faculty members elected by and from the college/school/Library seeking a Dean, and one other full-time faculty member elected at large;
- One member of the University professional staff;
- One student enrolled within the college or school seeking a Dean or, in the case of the Library, one student chosen by an appropriate student governance body.

The faculty, student, and professional staff members shall be selected under the supervision of the appropriate representative bodies, or in their absence, the University Governance Council.

D. Search Committees for Other Academic Administrators including Associate Provosts:

- Two University administrators appointed by the President;
- Two members of the University professional staff appointed by the Provost/SVPAA;
- One full-time faculty member elected by and from each college and school, and one additional full-time faculty member elected at large.

The faculty members shall be elected under the supervision of the Faculty Senate.

Appendix VI: Faculty Role in the Search for Full-Time Faculty

- A. After consultation with the department, the chairperson should request new or replacement tenure-track faculty, faculty specialist(s), lecturer(s), and/or visiting professor(s). This request is preferably done by March 31 in the year prior to the position's starting date, but a department chairperson may make a written request to their Dean at other times.

For requests submitted by March 31, the Provost/SVPAA will notify the department chairperson of the administration's decision by July 15. For requests submitted at other times, the Provost/SVPAA must provide either a decision or a status update within forty-five (45) days of the request, with a final decision made no later than seventy-five (75) days after the request. In all cases, if a request is denied, the Provost/SVPAA must provide the department chairperson with a written reason(s) for the administration's denial in the notification of the decision.

- B. Upon notification of the approval of a full-time faculty hire, the department creates a search committee composed of tenured and/or tenure-track department faculty, with a minimum of two members.
- C. The search committee appoints a chair of the committee and a liaison to the Office of Institutional Compliance & Title IX (OIC). The OIC liaison may be the committee chair. The search committee chair will send the names of the search committee members and OIC liaison to their Dean and the Associate Vice President for OIC.
- D. In consultation with the department, the search committee chair will develop a job description, an advertisement, and suggestions for advertisement placement, and submit them to their Dean for approval. Before placement/posting of the job description or advertisement, the Dean, in cooperation with a representative from the Office of Human Resources, will ensure legal compliance. Any changes to the department's submitted job description or advertisement will be made in consultation with the search committee chair.
- E. The search committee establishes a timetable for the closing dates of applications, screening of materials, interviews, and final selection.
- F. The OIC Vice President informs the OIC liaison of their duties in support of equal employment opportunities and to the University's non-discrimination policy. The OIC liaison arranges a meeting for the search committee with representatives from the Office of Human Resources and OIC for training on hiring rules and procedures. Training should ordinarily take place prior to screening of materials. Any search committee member who has completed this hiring training in the last twelve months is not required to attend this meeting, unless the OIC Vice President indicates that the law has changed substantially enough to warrant a need for re-training.
- G. The committee chair is responsible for facilitating all communication with applicants until a finalist for the position is recommended to the Dean.

- H. The committee reviews all materials and determines their own processes for screening of all candidates, which may include the use of remote technology for preliminary interviews. The committee will share with the tenured and tenure-track faculty department members at least the names and curriculum vitae (CVs) of their top recommendations and in consultation with those faculty determine the names of the top three finalists to send to the Dean to be invited for on-campus interviews. Departments may make a written case to the Dean for more or fewer than three on-campus interview finalists invites.
- I. The search committee chair submits the names and CVs of the top finalists to be invited for on-campus formal interviews with rationale for a number of finalists that differs from three, along with budget estimates for on-campus interviews, to the Dean for approval. If the number of candidate finalists for on-campus interview invites approved by the Dean differs from the department's submission, rationale must be provided by the Dean to the department through the search committee chair. If a finalist for an on-campus interview does not accept the invite or withdraws, the search committee chair will consult with the Dean before the search committee chair invites a replacement on-campus interview finalist. The consultation and invite must be made within a reasonable time relative to the timeline established by the search committee.
- J. The search committee, in consultation with the department, the Provost's Office, and the Dean's Office, arranges the schedule for the candidate's on-campus visit and formal interviews. The schedule of formal interviews will include meetings with the Provost/SVPAA, (which if needed, may be virtual or if time conflicts still remain, may be with Associate Provost), Dean, department chair and tenured and tenure-track departmental faculty, and will include the opportunity to teach a class or deliver a presentation as directed by the search committee to the interviewee. Additionally, the visit will include a meeting with a representative from the Office of Human Resources and may include other meetings or gatherings, e.g. with students.
- K. After the interviews are completed and feedback from the participants has been gathered, the search committee in consultation with the tenured and tenure-track departmental faculty develop a recommendation with rationale for a finalist for the position to provide to the Dean by the search committee chair. If the Dean concurs with the recommendation for the finalist, the Dean will commence the process of making an offer. As needed, the Dean may assess any sponsorship requirements prior to making the offer. Otherwise, the Dean will share in writing to the search committee chair rationale for making an offer to another finalist. Should the need arise to make an offer to any another finalist at any point, the Dean shall consult with at least the search committee chair, and a failed search cannot be declared without consultation by the Dean with at least the search committee chair.
- L. The department will maintain its records of the search process for three years.
- M. In exigent circumstances, such as the sudden loss of a full-time faculty member, the home dean in consultation with the department chair may modify or abbreviate these procedures and will notify the FAC Executive Committee of any changes, but all tenured and tenure-track department members must be notified of the opportunity to participate in the hiring process.
- N. To ensure a competitive and productive search process, all parties are expected to meet reasonable timelines at every stage, from the initial request to hire, through the scheduling of

on-campus interviews, to the selection of a finalist and the issuance of a contract offer and contract.

Appendix VII: Annual Reappointment and Non-Reappointment of Non-Tenured Tenure-Track Faculty

Procedures for Reappointment and Non-Reappointment

Decisions regarding reappointment and non-reappointment are made in accordance with the provisions of the *Faculty Handbook* by the President after consideration of recommendations from the sources specified in sections A through D. It is understood that all deliberations concerning these matters will be held in confidence. All evaluation materials including a faculty's self-report and departmental, dean, and other evaluative documents described in this Appendix are to be treated as confidential and submitted to the University-provided system unless otherwise specifically directed to be submitted through a University email. Further, the Provost/SVPAA is responsible for ensuring that access to materials of each candidate is granted to all relevant parties in accordance with the annual evaluation deadlines (see [Section F](#) below).

A. Preparation and Evaluation of Credentials

It is the responsibility of the individual being evaluated (hereafter designated as the candidate) to maintain a documented record of professional development and growth and to submit the same to tenured members of the department and the chairperson. The tenured members of the department have the professional responsibility to evaluate annually persons subject to reappointment decisions and to make specific recommendations regarding reappointment/non-reappointment. Those who prefer not to participate have that right.

The candidate is to submit a self-report in accordance with the deadlines specified in [Section F](#) (below), after which a candidate will not be able to alter their self-report. The contents of the self-report will address the areas of: 1) teaching/librarianship, 2) research and scholarly activity, and 3) internal and external service.

The tenured members of the department will hold a meeting expressly for the purpose of a frank and confidential discussion of the candidate's credentials for reappointment, including the self-report, which will be made accessible to the chair, tenured department members, and if applicable, tenured associates (as per [Section 3.0](#)) ("Eligible Voting Members") in accordance with the deadlines specified in [Section F](#) (below). A vote by secret ballot on the candidate's reappointment or non-reappointment will be taken at the meeting. Only tenured faculty members and, if applicable, tenured associates who participate in the meeting in its entirety and who are physically present at the time of the balloting will take part in the official vote. (This provision is not intended to exclude anyone who must leave the meeting momentarily. In such a case, the meeting may be suspended temporarily). If the meeting for a particular candidate continues in one or more separate sessions, only those who participate in all of the sessions for that candidate in their entirety and who are physically present at the time of the balloting will take part in the final vote. Following the discussion and vote, the tenured members of the department who participated in the meeting by any means will prepare a written evaluation. This evaluation shall include the name of each participating member as well as the results of the vote. Any individual tenured member of the department may prepare a separate signed evaluation letter and send it through their University email to the Provost/SVPAA who will ensure the evaluation is submitted to the University provided-system. The department chairperson shall submit a separate signed recommendation.

The department's evaluation and recommendation and the chairperson's recommendation shall give particular attention to: 1) effective teaching/librarianship, 2) appropriate research and/or scholarly activities, 3) meaningful service, 4) meaningful contribution to the well-being of the department, school, and University, and 5) meeting the general responsibilities of faculty members as set forth in [Section 5.4](#) of the Handbook. Perceived strengths and weaknesses in teaching, scholarship, and service shall be indicated in these recommendations; the chair will submit a copy of the department's evaluation and recommendation which will be accessible to the tenured members of the department and tenured associates, if applicable, in accordance with the deadlines in [Section F](#) (below).

Regular reappointment does not necessarily imply progress toward tenure. Departmental and chairperson recommendations for appointment to the fourth and subsequent years of probationary status must demonstrate how the specific strengths and weaknesses of the candidate could affect progress toward tenure. In some instances, the years of probationary status include years of prior teaching experience.

B. Candidate's Review of Recommendations

Ten calendar days prior to the date specified (see [Section F](#) below) for the chairperson and department recommendations to be made accessible to the Dean, the candidate will be granted access to each recommendation and has a right to submit written response(s) no later than the day before materials are to be made accessible to the Dean. Such response(s), if any, will be made accessible to the Dean and, upon request from the candidate to the Provost's Office, to the department chair.

C. Dean's Review

The Dean shall review all recommendations and responses that have been submitted by the applicable deadlines (see [Section F](#) below) and may consult with other appropriate deans. The Dean's reasons for supporting or not supporting the recommendations of the department shall be stated in writing. The Dean shall upload this statement, along with copies of any written recommendations from other appropriate deans. On the day following the deadline for the Dean's submission, access to the Dean(s)' recommendations will be granted to the candidate, the chairperson, and tenured members of the department.

D. Provost/SVPAA's Review

The Provost/SVPAA shall review all recommendations received and then recommend to the President reappointment or non-reappointment. Authority to reappoint or not reappoint non-tenured members of the faculty rests with the President. Written notification of the President's decision not to reappoint shall be sent to the candidate within the deadlines specified in [Section F](#) (below).

E. A candidate whose contract is not renewed will have the right of a personal appeal to the President. Written notice of an intent to make such an appeal must be conveyed to the Provost/SVPAA's Office within fourteen (14) days of notification of the President's decision not to reappoint.

F. Timetable

1. Notification Deadlines

The timing of the annual evaluation process for non-tenured faculty is governed by the standards for notice of non-reappointment (see [Section J](#) below).

2. Annual Evaluation Deadlines

At the beginning of each academic year, the Provost/SVPAA is responsible for promulgating a schedule of annual evaluation deadlines and instructions for submission of and access to all materials on the University-provided system. This schedule shall include deadlines for all the stages outlined in sections [A](#) through [D](#) above and provide adequate time for appropriate notice of non-reappointment. Such a schedule will differentiate between three categories of probationary faculty: a) first year, b) second year, and c) third and subsequent years. It shall stipulate appropriate deadlines in each category for the faculty to complete self-reports, for departments to deliberate, prepare, and forward recommendations to the Dean, and for the Dean to place the Dean's evaluation along with all others received in the candidate's evaluation file.

In the event a candidate fails to submit a self-report by the announced deadline, the department shall make recommendations based on the best available evidence. At the department's discretion, this evidence may include a tardy self-report that must be sent through the candidate's University email to the Provost/SVPAA who will be responsible for uploading it to the University-provided system. Failure of the department or chairperson to upload recommendations by the announced deadlines shall require the Dean to make a recommendation to the Provost/SVPAA on the best available information.

3. Reappointment Process for a Faculty Member Applying for Promotion Prior to the Next-to-Last Year of the Probationary Period (as defined in [Section 21.3](#))

The candidate will be reviewed for reappointment adhering to the processes given in Appendix VII. The faculty member may opt to submit one's promotion dossier and whatever supporting materials desired (see [Section 23.2](#)) as the reappointment self-report of that same academic year. Evaluations for promotion and for re-appointment will take place according to the annual timelines promulgated by the Provost/SVPAA.

G. Placement of Faculty in the Three Review Categories

Faculty members are placed into one of the three review categories of probationary faculty based only on their years of service to The University of Scranton during the probationary period. During a faculty member's first year in a tenure-track position, the faculty member will be placed in the first-year review category for the purpose of determining the date of review. Thus, reductions of the probationary period (if any) that are granted for application for tenure or promotion, or previous status (if any) at The University of Scranton, do not alter the faculty member's placement in the review categories.

If a faculty member is hired midway through the academic year, the faculty member's initial contract must indicate whether this half-year will or will not count towards the faculty member's probationary period (see [Section 21.3.B](#)). If the half-year does not count, then the faculty member will be evaluated as a first-year faculty member in the first full academic year as a faculty member. If the half-year does count, then the faculty member will be evaluated as

a second-year faculty member in the first full academic year as a faculty member.

H. Criteria for Evaluation

The criteria of evaluation for reappointment are the following: 1) effective teaching/librarianship, 2) appropriate research and/or scholarly activities, 3) meaningful service, 4) meaningful contribution to the well-being of the department, school, and University, and 5) meeting the general responsibilities of faculty members as set forth in [Section 5.4](#) of the Handbook. For Librarians see Section I of this handbook (below).

A candidate's failure to provide satisfactory evidence of performance may result in a decision not to reappoint.

I. Reappointment of Librarians

Procedures to be followed by librarians shall be the same as those followed by other academic departments (as noted in Section H above) with the following special considerations:

1. The Dean of the Weinberg Memorial Library shall serve those functions described elsewhere as the responsibility of the Dean, and the Chair shall serve those functions described elsewhere as the responsibility of Department Chairs.
2. The criteria for evaluation of faculty librarians are analogous to the criteria used for the faculty in general but are appropriate to the position of librarian. The special criteria for evaluation for librarians are:
 - a. progress toward and completion of appropriate degrees or completion of appropriate credits,
 - b. mastery of the methodology and content of one's field of librarianship,
 - c. attainment of professional competence in the exercise of one's field of librarianship and progress toward mastery,
 - d. continuing scholarly or other appropriate professional activities,
 - e. continuing service which contributes to the welfare of the University and the community, meeting the general responsibilities of faculty members, applicable to librarians, as set forth in [Section 5.4](#) of the handbook.

J. Notification

While probationary appointments are for a fixed or stated term, they carry an expectation of renewal; thus, the faculty member should be explicitly informed of any decision not to renew the faculty member's appointment.

Notice of non-reappointment, or of an intent to recommend to the President non-reappointment, of a probationary faculty member will be given in writing to the candidate not later than March 1st of the first academic year of service, not later than December 15th of the second year of service, and at least twelve months before the expiration of an appointment in third and subsequent years of service at the University. The Provost/SVPAA need provide written reason for non-reappointment only upon written request of the candidate.

K. Expiration of Non-tenured Contracts

The contracts of non-tenured faculty expire at the end date specified in the contract; beyond that end date, and, without another contract, there is no guarantee of further employment at the University.

- L. The procedures for reappointment and non-reappointment of non-tenured faculty shall be consistent with the statements on academic freedom contained in [Section 5.3](#) of this handbook.

Appendix VIII: Tenured Associates

At least five tenured faculty members must be eligible to participate in the departmental reappointment process and the review of rank and tenure requests (the Library must have only four). Departments with fewer than five full-time tenured members, therefore, shall have tenured associates appointed from another department or departments. In any department where the provisions of [Section 23.4](#) of this handbook reduce the number of eligible voters below five for a particular case, additional tenured associate(s) will be added to bring the number back up to five. The number of tenured associates appointed shall equal the number by which the number of eligible tenured members in the department falls below five.

The tenured associates shall function as tenured members of the department to which they are assigned with specific reference to the evaluation of candidates for annual reappointment, promotion in rank, and conferral of tenure. They will also be available to participate in interviewing prospective faculty members within the department. In all other matters, tenured associates will not be considered members of the department to which they are assigned, although they can attend department meetings as non-voting participants.

The appointment of all tenured associates shall be made by the Provost/SVPAA at the beginning of each academic year, after consultation with the Dean of the department's college and the chairperson of the department. The chairperson of the department shall consult with tenured members of the department. Such appointments are normally made as part of the department's annual report process. Selection of appointees shall take into account both their academic training and the disciplines covered by the departments to which they are to be assigned. Initial appointments shall require the consent of the appointee, as well as of the chairperson and any tenured members of the department to which that appointee is being assigned.

While appointments as tenured associates shall be effective for one academic year, continuity is desirable. After consultation with the Dean(s), chairperson and tenured members of the department, the Provost/SVPAA can renew appointments of tenured associates indefinitely so long as a department requires their services.

A tenured associate must be a full-time, tenured member of an existing department and cannot hold more than one assignment as a tenured associate simultaneously. Faculty on leave are not eligible for initial appointment as tenured associates. However, a faculty member who has been serving as a tenured associate in a particular department for at least one year immediately prior to going on leave is eligible for reappointment in that capacity during the leave period, provided that the faculty member informs the department chair, dean, and Provost/SVPAA in writing of the faculty member's willingness to serve as a tenured associate before June 1 of the preceding academic year.

Appendix IX: Copyright

A. Definitions

1. Copyrightable Materials

Under federal copyright law, copyright protection subsists in "original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device." 17 U.S.C. §102. Copyright exists from the moment of creation of the work. Copyright protects the expression of an idea, but not an idea itself. Works of authorship include the following categories:

- a. literary works, such as books, journal articles, text books, laboratory manuals, lectures, computer programs, monographs, glossaries, bibliographies, study guides, syllabi, work papers, unpublished scripts, lectures, and programmed instruction materials;
- b. musical works, including any accompanying words;
- c. dramatic works, including any accompanying music, live video and audio broadcasts;
- d. pantomimes and choreographic works;
- e. pictorial, graphic, and sculptural works, including works of fine, graphic, and applied art, photographs, prints, slides, charts, transparencies and other visual aids;
- f. motion pictures and other audiovisual works, such as films, videotapes, videodiscs and multimedia works;
- g. sound recordings, such as audiotapes, audio cassettes, phonorecords and compact discs; and
- h. architectural works.

2. Exclusive Rights

Subject to certain limitations contained in the Copyright Act, the owner of a copyright has the exclusive right to do the following:

- a. to reproduce copies of the copyrighted works;
- b. to make derivative works based on the copyrighted works;
- c. to distribute copies of the copyrighted works to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- d. to perform the copyrighted works publicly; and
- e. to display the copyrighted work publicly. 17 U.S.C. §106.

3. Employee and Faculty

The term "employee" shall mean any person receiving regular compensation from the University in exchange for specified services. University employees include faculty, staff and administrators, whether full- or part-time. University employees do not include independent contractors or those persons whose primary connection to the University is

that of student. Full-time faculty are those persons who hold full-time faculty contracts and who have been appointed to a faculty rank.

4. Sponsored Research and Sponsored Projects

The terms "sponsored research" and "sponsored project" refer to research activities or other works performed by a University employee for compensation from any agency, organization or person external to the University, which research activity or other work may result in the creation of copyrightable works.

5. Substantial Use of University Resources

Substantial use includes projects undertaken by the faculty member with the benefit of extraordinary funds, facilities, or opportunities which the faculty member would not ordinarily be entitled to have for any chosen project. Ordinarily available resources include office space and personal office equipment, office computer workstations, library and other information resources, and the means of network access to such resources, including information available on University servers and the Internet, funding, and ordinarily available audio and video resources.

6. Royalties

It should be noted that tuition income does not constitute royalty income. The definition of net royalties shall be determined by agreement between the faculty author(s) and the University and incorporated into the specific written agreement as referenced in paragraphs D.1. and D.2.

B. Ownership of Works Created by Full-time Faculty

Traditionally, faculty members at many colleges and universities are deemed to own the copyright in books, articles, instructional materials, and other scholarly writings. In recognition of this traditional practice, and specifically in support of faculty freedom to teach, write and publish as they wish, the University affirms that copyrightable works created, made, or originated by a full-time faculty member shall be the sole and exclusive property of the faculty author¹ except when the faculty member voluntarily chooses to transfer such property in full or in part, or as described in the following cases:

1. Special projects. The University will own the copyright in works created by faculty members as part of a project the nature of which lies outside the normal academic or administrative duties of a faculty member as specified in [Section 5.4](#) of this Handbook and where the faculty members enter voluntarily into a written agreement that such works will be owned by the University.

¹ In the case of syllabi, the responsibility to submit current copies to the department and distribute them to students as specified in [Section 5.4](#) of the *Faculty Handbook*, and their use by the University for program review and accreditation purposes, is unaffected by the ownership thereof.

2. Sponsored research or sponsored project. Where copyrighted materials are created by an investigator in the course of sponsored research funded by an outside agency, copyright ownership will be determined by the applicable terms of the funding agreement.
3. Patentable works. Where a copyrighted work, such as certain computer software, is also patentable, the *Faculty Handbook* [Appendix X](#) will apply, notwithstanding any inconsistent provisions of this appendix.
4. Substantial use of University resources. Substantial use projects shall be identified as such early in the development stage and a written agreement shall be executed between the faculty member and the University. The faculty member and the University shall jointly own such works.

C. Administration of Copyrightable Works

1. Faculty Works Not Work-for-Hire

For those works of which faculty members own the copyright, the faculty members are free to register the copyright and are wholly responsible for protecting the works from infringement.

2. Institutional Works or Work-for-Hire

For those works of which the University owns the copyright, whether because the works were created by an employee other than a full-time faculty member, or were developed by a full-time faculty member under a special project, the creator shall disclose the creative works to the University as soon as possible after creation. The Director of Research, assisted by the Director of Research Services and the General Counsel, will register the copyright if appropriate and protect the work from infringement if necessary.

3. Jointly Owned Works

For those works which are jointly owned by the University and one or more full-time faculty members, the University will register the copyright, if appropriate, and will protect the work from infringement if necessary.

4. Works Created as Sponsored Research or Sponsored Projects

For those works created as a result of sponsored research or sponsored projects, administration of the works will be determined by the terms of the sponsorship agreement.

5. Student-Created Works

Any copyrightable works resulting from student participation in faculty research projects will be owned by the faculty although it is assumed that such student participation will be credited.

D. Distribution of Income

1. Faculty-Created Works Owned by the University

For those faculty-created works assigned to, or initially owned by, the University, the creator will receive fifty percent of the net royalties which accrue to the University. The University portion of such net royalties will be administered by the Director of Research.

One-half of such royalties will be given to the University department of the creator of the work. Generally, the other half of the University's share of royalties will be used to stimulate further research, if the royalties result from research; royalties resulting from course-related works will be used to fund further course development. The University reserves the right, at its discretion, to deduct from the University's share of royalty income, prior to any such distribution, expenses properly attributable to the development or protection of the material, including litigation, which may be incurred in enforcing or defending the copyright or in licensing the copyrightable material.

2. Faculty-Created Works Jointly Owned with University

For those works which are jointly owned by the University and one full-time faculty member, fifty percent of the net royalties will be attributed to the University share and divided as described in paragraph D.1. The other fifty percent will go in its entirety to the faculty member. For those joint works with two or more faculty authors, net royalties will be divided in equal shares among the joint owners, with the University share divided as described in paragraph D.1. and the faculty shares payable directly to them.

3. Works Created as Sponsored Research or Sponsored Projects

Income from works created as sponsored research shall be disposed of in accordance with the terms of the underlying contract or grant. In the absence of such terms, the works created shall be the property of the University, and net royalties received by the University will be distributed as described in paragraph D.1.

E. Resolution of a Dispute Initiated by a Full-Time Faculty Creator

Disputes concerning application of this appendix when a faculty creator is involved shall be resolved by a review panel of three members: the creator or a representative of the faculty creator of the work, a person designated by the Provost/SVPAA, and a person mutually agreed to by the faculty creator and the Provost/SVPAA. All panel members shall be non-attorney, full-time University employees.²

Within fourteen days after the faculty creator disputes the application of this appendix to the Director of Research, the panel shall be formed and convened and shall render its decision by a majority vote. The decision of the panel may be appealed by the faculty creator to the Provost/SVPAA.

This dispute resolution procedure is not intended to and does not supersede any grievance or other procedure contained in the *Faculty Handbook*. If a dispute is not resolved under this procedure to the satisfaction of the faculty member involved, the faculty member may then proceed to use any procedure available in the collective bargaining agreement.

² If the creator is a full-time University employee who is also an attorney, that person can represent oneself.

Appendix X: Patents

A. Definitions

1. Patentability

Under federal patent law, an invention must pass the following four tests in order to be patentable:

- a. The invention must fall into one of the five statutory classes: 1.) processes; 2.) machines; 3.) manufactures (objects made by humans or machines); 4.) compositions of matter; and 5.) new uses of any of the above. 35 U.S.C. §101.
- b. The invention must be useful. §101.
- c. It must be novel. §102.
- d. The invention must be “nonobvious” to “a person having ordinary skill in the art to which said subject matter pertains.” §103.

2. Patent Rights

Subject to the provisions of the patent law, patents “have the attributes of personal property.” They are assignable by an instrument in writing. §261. Whoever without authority “makes, uses, offers to sell, or sells any patented invention...during the term of the patent therefore, infringes the patent.” Patent owners are entitled to relief from such infringement. §271

3. Sponsored Research Agreement

Any sponsored research grant, contract, fellowship, or other special arrangement to fund research by third parties.

B. Applicability

This Appendix applies to all inventions or discoveries which are conceived or reduced to practice, at least in significant part, by faculty of the University under circumstances described in Section IV of this Appendix. Such inventions or improvements will be referred to as University inventions.

C. Disclosure of Inventions

As soon as reasonably possible in each case, all University inventions shall be disclosed in writing to the Director of Research, using a Disclosure of Invention form which is available in the Office of Research and Sponsored Programs (ORSP). The Director of Research or the Director of Research Services should be kept fully informed in writing of the progress and results of all research and development work done with respect to such inventions. The Director of Research, the inventor's(s) Dean(s), ORSP staff, and the Faculty Research Committee shall keep all disclosed information confidential.

D. Ownership of Inventions

Any invention or discovery (a) resulting from research carried on by or under the direction of any faculty member of the University and having all or part of the cost thereof paid from

University funds or from funds controlled or administered by the University; or (b) which has been developed in whole or in part by any faculty member through the utilization of University resources or facilities, belongs to the University and shall be used and controlled in ways to produce the greatest benefit to the University and to the public and shall, at the same time, provide a corresponding benefit to the inventor(s). Use of University office space or library facilities shall not constitute a use of University resources for this purpose.

It is possible that a faculty member may develop a patentable invention without the use of any University resources. In such a case, the faculty member is free to pursue patenting on one's own. The inventor(s) should give notice of invention to ORSP and be willing to discuss the nature and circumstances under which the invention was developed, if requested by the Faculty Research Committee.

E. Sponsored Research

If the research and development work related to any University invention is financed jointly by the University and one or more third parties or solely by one or more third parties, whether such parties are agencies or departments of the United States, or are other entities, the University and the Principal Investigator will confer with such third party or parties in order to arrive at a mutually satisfactory agreement as to ownership, licensing, royalties, and use of the invention. Funded faculty members shall be bound by agreements with third party sponsors, and such agreements shall govern to the extent that they conflict with this Appendix.

F. Disposition of Inventions

The Faculty Research Committee and the inventor(s) may agree to use a person, agency, or organization to evaluate patentable inventions and discoveries. The Faculty Research Committee shall recommend to the Director of Research the disposition of inventions and discoveries. The Director of Research, after consulting with the Provost/SVPAA as necessary, shall direct that inventions and discoveries be either: (a) released outright to the inventor(s) in the event it is determined that the invention does not meet the criteria for a University invention; (b) released outright to the inventor(s) in the event it is determined that the invention does not merit or warrant exploitation; (c) released to the individual or organization sponsoring the research under which the invention or discovery was made if such action is required under the terms of the research contract with such organization or individual or is required by law; (d) assigned to one or more organizations for purposes of patenting and commercial development; (e) patented and exploited by the University; (f) patented by the University and licensed to another organization for commercialization; or (g) patented by the University and subsequently assigned to another organization.

The University will inform inventors as to its decisions regarding inventions which they have disclosed no later than sixty (60) days after the filing of the Disclosure of Invention form.

If the invention is released to the inventor(s) so that the inventor may apply for a patent at the inventor's own expense, the inventor(s) shall grant to the University a royalty-free, irrevocable, nonexclusive license to make or use the invention for its own non-commercial purposes. Should the University decide to abandon development of a University-owned invention, ownership will be assigned to the inventor(s), subject to the rights of sponsors and to the

retention of a nonexclusive, royalty-free license to practice the invention for non-commercial University purposes.

G. Income

The inventor will receive fifty (50) percent of the net income which accrues to the University from University inventions. Income includes, but is not limited to, royalties and license fees. Net income shall mean the amount remaining after all payments or obligations directly attributable to evaluating, patenting, marketing, licensing, protecting, or administering the invention, if any, are deducted from income received by the University. In determining the use of the University's share of the proceeds, it is intended that research is a priority.

In the case of multiple inventors, the inventors' share shall be divided among the co-inventors, as they shall mutually agree at the time of formal assignment of the invention to the University. Should the inventors fail to agree mutually on a division, the Director of Research shall determine the division.

The University shall disclose to the inventor (s) how net income was determined for each invention.

In the event the inventor(s) do not agree with the decision of the Director of Research having to do with ownership or disposition of or income from an invention, the inventor(s) may ask the Faculty Research Committee to review the decision. Within fourteen days after it is asked to review the decision, the Faculty Research Committee shall review all information submitted to it by the inventor and by ORSP and shall make its recommendation concerning the disputed decision to the Provost/SVPAA who shall make the final decision.

With regard to inventors who are full-time faculty members, this dispute resolution procedure is not intended to and does not supersede any grievance or other procedure contained in the Faculty Handbook. If a dispute is not resolved under this procedure to the satisfaction of the faculty member involved, the faculty member may then proceed to use any procedures available in the collective bargaining agreement.

Appendix XI: Distance Learning

A. Introduction

1. The faculty of the University has the responsibility to play a significant and meaningful role in determining the appropriate implementation of distance learning.
2. It is agreed that the provisions of this appendix constitute an agreement separate and distinct from all other agreements entered into by FPC and FAC and that the terms and conditions stipulated herein shall not provide precedent nor be used to interpret any other agreement between FAC and FPC; similarly, the interpretation of this agreement shall be based solely on the provisions set forth herein, except that when alleging a violation or misapplication of this agreement a faculty member shall have full recourse to the grievance procedure set forth in this handbook.

B. Definition

Advances in technology allow for the development of innovative methods of instruction. The terms "*Distance Education*" and "*Distance Learning*" as used herein refer to instruction where the teacher and the student are usually separated geographically; communication is accomplished instead by one or more technological media: live or recorded visual presentations, materials using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, print, audio-tape, CD-ROM, computer or Internet technology, e-mail or other electronic means now known or hereafter developed, utilized to teach a course originating from or sponsored by the University. "*Course*" refers to any credit-bearing class offered through the University.

C. Quality Control of the Curriculum

1. Distance Learning Courses

Distance learning courses shall comply with the University's procedures, standard practices, and criteria, which have been established for traditional classroom courses and in accordance with the *Faculty Handbook*. A distance learning course which constitutes a new course offering must be presented to the full-time members of the academic department in which it is offered for recommendation of approval. Such departmental review of a distance learning course shall occur even when the proposed course is a section of an already existing and approved course.

2. Evaluation of the Distance Learning Class and Faculty Member

- a. Students enrolled in distance learning courses shall have the opportunity to evaluate the course and the instructor just as in any other course that is offered at the University.
- b. Faculty members teaching distance learning courses shall be evaluated in the same manner as all other faculty members in accordance with the appropriate provisions of the *Faculty Handbook* or University procedures. Observation for the purposes of evaluation will be determined in accordance with departmental practice.

D. Working Conditions

1. Teaching Assignments

- a. A faculty member's normal teaching load can be required to be in whole or in part fulfilled through teaching distance learning courses if and only if both of the following are satisfied
 - 1) The requirement to teach online is in an identified fully online program and has been stated in the posted job description.
 - 2) The requirement to teach online in an identified fully online program is stated in the faculty member's initial individual faculty contract (see Sections [10.0](#) and [10.3](#))
 - b. Otherwise, the assignment of a University faculty member to teach a distance learning course, in load or as overload, is voluntary, not mandatory. In all cases, assignment is subject to the usual procedures for course assignment in accordance with [Section 8.1](#) of the *Faculty Handbook*. Faculty who have accepted a stipend for the development of a distance learning course are expected to teach that course as needed but not to exceed three times in five years. The faculty member may voluntarily offer the course more than three times in five years if it fits programmatic needs.
 - c. The precise terms and conditions of these arrangements shall be stated in a written contract signed by the faculty member and the University before the faculty member begins teaching the course. The availability of distance learning course development funding and the amount thereof will be announced during the spring semester of each year.
 - d. Faculty may develop distance learning courses without accepting a stipend. These courses must comply with the same review, evaluation, approval, and scheduling process as all other distance learning courses; however, the faculty member will not be expected to teach the course any particular number of times.
 - e. Normally the faculty member teaching a distance learning course for the first time will be scheduled to teach that course during summer or intersession; otherwise, it will be scheduled during the faculty member's nine-credit semester.
2. On-Campus Faculty Positions
 - a. There will be no reduction in the number of full-time teaching positions in a department as a result of distance learning classes in that department being added to the class schedule.
 - b. No pre-recorded form of instruction shall be employed by the University for the purpose of replacing faculty members, in whole or in part, regardless of the technology utilized.
3. Workload/Teaching Responsibility
 - a. Enrollment. Determination of class size for a distance learning class shall be based on pedagogical considerations and shall be subject to the conditions of Appendix XI Section G-3 of this Handbook.
 - b. Planning first-time teaching of a distance learning course. Training and assistance will be provided by the University as the faculty member is preparing the course and during course delivery. If the faculty member deems it necessary or desirable to obtain further

training not offered on campus, the faculty member may apply for ordinarily available funding.

- c. Workload Issues. Courses taught via distance learning may be included as part of the University faculty member's regular load or may constitute in whole or in part an overload. The teaching responsibilities as they relate to assignments, scheduling, office hours, syllabi, papers, tests, and grades shall be equivalent to those of the corresponding traditional course sections.
- d. Travel. The faculty member may be required to travel to distance learning sites off-campus. If the faculty member deems it appropriate to visit an off-campus site, or if the course agreement requires such travel, the faculty member will receive reimbursement for travel at the normal University rates as stated in the *Faculty Handbook*.

4. Availability of Assistance

- a. The University shall ensure that the necessary technology and equipment are identified and in place.
- b. Provisions shall be made for clerical, technical, library and learning resources support, as they are for other University courses.
- c. Assistance will be provided by the University, as it is for other University courses, in developing study guides, teaching aids, and other course materials, and in clearing copyrights for use of material in the course.

E. Intellectual Property In Relation To Distance Learning

1. Ownership of Materials

The ownership of materials created by the University faculty member in preparation and delivery of a distance learning course shall be determined by the *Faculty Handbook Appendix IX* on Copyright.

2. Changing and Updating Materials and Re-transmission of Courses

- a. Courses and course presentations shall not be recorded without prior knowledge and consent of the faculty member.
- b. The faculty member (or multiple faculty creators) who creates the course (or adapts a pre-existing course) for use in distance learning shall exercise control, by written consent, over the future use, modification, and distribution of recorded instructional materials and shall determine whether the material should be revised or withdrawn from use.

Excepting courses developed prior to September 1, 2012, if a faculty member who has designed an online course leaves the University, the faculty member will allow the university to continue to offer that faculty member's online course for another three years for remission of the prevailing royalty fee to the faculty member or the faculty member's estate.

- c. Following the third offering of a distance learning course and when the faculty member determines that a major revision of the course is necessary, the faculty member may apply for a stipend to revise the course. If the faculty member accepts the stipend, the faculty commitment cycle specified in D.1.a. of this agreement begins again.

F. Academic Honesty

The University and the faculty share the responsibility for ensuring that students in distance learning courses are held to the same standards of academic honesty as students in traditional courses.

G. Online Programs

1. Definition

The term “online program” refers to any academic program through which the majority of courses leading to a degree are offered as Distance Learning courses (usually through the Internet), even if such courses are also available in a traditional classroom setting. Unless specified below, the terms and conditions of a faculty member’s participation in an online program are identical to the provisions of Appendix XI, Sections A-F above.

2. Compensation

- a. To attract faculty members to teach online courses in an online program, the University may offer additional incentive pay on a per-credit basis over and above regular compensation.
- b. The University will offer stipends to faculty members for initial course development and substantial revisions of their own courses, provided such course development and revisions have been approved by dean. If a faculty member substantially revises a course initially developed by another faculty member, the redesigner is eligible for a substantial revision stipend only if all of the course materials (syllabus, assignments, online presentation of materials, and exams) are new. In the case of joint development, the stipend amount will be shared equally among the multiple creators.
- c. Faculty members teaching in an online program must re-examine their courses on a three-year cycle, counted from the first offering of the course. If a faculty member determines that a course should be substantially revised, the faculty member may apply for a substantial revision stipend.
- d. Faculty members assigned to teach in an online program will be offered the opportunity to develop their own original course materials and will be compensated at the normal rates regardless of whether another faculty member has already developed the same course. The instructing faculty member may also decline this option and choose instead to use an already available online course. In such a case, the original course creator(s) will be paid a royalty each time the course is used by another instructor (a full-time faculty member or an adjunct). The royalty will apply to each course section in which the material is used.
- e. Incentive pay, course development stipends, redesign stipends, and royalties will be paid to all faculty members in consistent amounts within an online program. The

University will pay reasonable and necessary travel expenses associated with the development of an online course. If a faculty member in a particular college teaches a course in an online program offered by a different college, the faculty member will be compensated at the rates offered to other faculty members teaching in that online program.

3. Enrollment

Enrollment in sections of courses in online programs is capped at 22 students per section. Within one week of the first day of class, a section may be overloaded up to a limit of 24 students per section at no additional compensation. The faculty member will receive 1 credit of overload compensation if the course has 25 to 28 students and will receive 1.5 credits of overload compensation if the course has 29 to 30 students. Should enrollment exceed 30 students, then the course will be converted to two sections.

4. Reporting

The University will provide to the FAC Executive Committee an annual report including the rates for all forms of compensation and the amounts paid to faculty members for their various types of participation in online programs.

Appendix XII: Disciplinary Procedure

- A. The purpose of this disciplinary procedure is to assist faculty, staff, administrators, and students by protecting them from the negative consequences of unacceptable faculty behavior. It is designed not primarily to punish inappropriate conduct, but to cause the improper behavior to cease. The procedure is also progressive, in that it involves sanctions in various stages to deal with multiple instances of the same offense(s). When appropriate, positive interventions rather than punitive approaches are encouraged. Such interventions may include, but are not limited to, the use of education, counseling, peer consultation, and referral to an Employee Assistance Program (EAP).
- B. This procedure shall be interpreted and applied in all respects in a manner consistent with [Section 5.3](#) of the *Faculty Handbook* (Academic Freedom). All aspects of this appendix, including any issue as to the propriety of the discipline imposed at any stage of this procedure, as well as any question as to whether the discipline is disproportionately severe, shall be subject to review through the complaint-grievance-arbitration procedures of the Collective Bargaining Agreement.
- C. Any disciplinary action must be based on a material violation, hereafter referred to as a violation, of the general responsibilities of full-time faculty members, as defined in [Section 5.4](#) of the *Faculty Handbook*, or of the policies governing outside employment ([Section 5.10](#)). The Disciplinary Procedure must be initiated within thirty (30) weekdays of when the responsible administrator (see Section D below) learned of the violation but at no time beyond six (6) months of the alleged violation and must be taken for just cause.

Matters involving sexual harassment, protected class discrimination or harassment, and research misconduct will be handled through the procedures described in the appropriate university policies.

- D. Only the faculty member's home dean may conduct the Disciplinary Procedure, except in cases where a material violation of [Section 5.4.M](#) in dealing with a dean is alleged. In such cases, the Provost/SVPAA will conduct the Disciplinary Procedure. For the purposes of this procedure, the administrator conducting the Disciplinary Procedure will be referred to as the "responsible administrator."

When scheduling any and all meetings in Stages 1-3 (see Section E below) to discuss disciplinary action or possible disciplinary action, the responsible administrator must inform the faculty member that the disciplinary procedure is, or may be, invoked and that the faculty member may bring an officer or other member of FAC to the meeting. A faculty member may decline to participate in such a meeting, or may decline to answer questions or comment upon statements made by the responsible administrator during such a meeting. However, if the faculty member declines to participate, the responsible administrator may reach a determination as to whether a material violation did or did not occur on the basis of the best available evidence and may take the appropriate action as determined by the stages of progressive discipline given in Section E below.

- E. Each stage of just cause progressive discipline includes at least one Notice and Response (N&R) meeting. During this meeting, the responsible administrator and the faculty member alleged to have committed a material violation will meet to review the allegation and the

evidence supporting it. The faculty member will have a full opportunity to respond, present contrary evidence, and offer any relevant explanation or context. The purpose of the N&R meeting is to ensure that both parties have a shared understanding of the circumstances before any disciplinary determination is made. All N&R meetings must be formally requested in writing, with the first in each stage done so by the responsible administrator, and this initial written request must identify the alleged material violation and the intent to convene a meeting under this procedure, naming the relevant stage.

Additional N&R meetings may be requested by either the responsible administrator or the faculty member if new information becomes available or clarification is needed before a determination is made.

The stages of progressive discipline are as follows:

1. **Stage 1** - This stage must include at least one N&R meeting as described in the opening of this section.

If the responsible administrator determines in the course of any N&R meeting that the alleged violation did not occur, or was not material enough to warrant discipline, then they will notify the faculty member at that time, and no official record will be kept of any N&R meeting(s).

If the responsible administrator determines that a material violation did occur and warrants discipline, the responsible administrator shall give an oral reprimand in an N&R meeting. In this case, the responsible administrator must write and send a confidential report of the N&R meeting(s) to the Provost/SVPAA that notes the date, those present at the meeting(s), and a description of the material violation and evidence discussed. All such reports will be kept for no more than two years in a confidential disciplinary procedure file in the Provost/SVPAA's office. If the faculty member declines to participate in the N&R meeting process but the responsible administrator determines that a material violation did occur and warranted discipline, a written reprimand including a description of the material violation and evidence to support will be issued to the faculty member and will only have the full force and effect of the oral reprimand for this stage. In such a case, the written reprimand substitutes for the confidential report above.

2. **Stage 2** - An alleged material violation may properly be raised at Stage 2 only if the affected faculty member has received a Stage 1 reprimand for another instance of the same material violation or for a closely related material violation within the past two years; however, in the case of more serious material violations, the responsible administrator may proceed to Stage 2 for a first offense with the concurrence of the Provost/SVPAA when the dean is conducting the procedure. Stage 2 must include at least one N&R meeting as described in the opening of this section.

If the responsible administrator determines in the course of any N&R meeting that the alleged material violation did not occur, or was not material enough to warrant discipline, then they will inform the faculty member at that time, and no official record will be kept of any N&R meeting(s).

If the responsible administrator determines that a material violation did occur and warrants discipline, they will issue a written reprimand including a description of the violation and evidence to support to the faculty. Further, the responsible administrator must send a copy of the written reprimand to the office of the Provost/SVPAA for inclusion in the confidential disciplinary procedure file and a second copy to the Chair of FAC. (No materials related to discipline shall be placed in a faculty member's personnel file) If there has been no recurrence of the material violation within two years after the date of the last N&R meeting, the written reprimand shall be expunged from the confidential disciplinary procedure file and shall be deemed void and of no effect. After consultation with both the Provost/SVPAA, if the dean is the responsible administrator, and the chair of FAC, the responsible administrator may also encourage the faculty member to participate in counseling sessions or an Employee Assistance Program (EAP).

3. **Stage 3** - An alleged material violation may properly be raised to Stage 3 only if the affected faculty member has received a Stage 2 reprimand for another instance of the same material violation or for a closely related material violation within the past two years. Stage 3 must include at least one N&R meeting as described in the opening of this section and a copy of the initial written meeting request will be included in the confidential disciplinary procedure file located in the office of the Provost/SVPAA and copied to the Chair of FAC.

If the responsible administrator determines in the course of any N&R meeting that the alleged violation did not occur, or was not material enough to warrant discipline, then they will notify the faculty member at that time and no official record will be kept of any N&R meeting(s).

If the responsible administrator determines that a material violation did occur and warrants discipline, they will provide the faculty member, the Chair of FAC, and if the dean is the responsible administrator, the Provost/SVPAA with written notice that the faculty member is being placed on disciplinary probation, with the period of probation to be no less than one year and no more than three years. Further, the responsible administrator will place a copy of this written notice in the faculty member's confidential disciplinary procedure file in the Provost/SVPAA's office.

- a. Disciplinary probation renders a faculty member ineligible to receive certain awards for which faculty members may ordinarily apply. These awards include reduction in normal teaching load ([Section 5.6](#)), sabbatical leave ([Section 12](#)), funds for faculty travel, faculty development, research, and instructional development ([Sections 9.0, 9.1, 9.2, 9.3, and 9.4](#)). Funds awarded to a faculty member through a post-tenure development program will be frozen while the faculty member is on disciplinary probation and reinstated at the end of the probationary period. In addition, faculty under disciplinary probation may not hold appointed or elected department, college, or University-wide positions.
- b. Disciplinary probation does not affect a faculty member's salary, benefits, rank, or tenure status.

- c. Upon receipt of the written notice in the Provost/SVPAA's office, notice of disciplinary probation and its length will be sent by the Provost/SVPAA to the department chairperson and to the Faculty Senate Elections Coordinator, both of whom will keep the information confidential. The complainant (if there is one) will receive notification of the sanctions imposed on the faculty member.

Within 14 weekdays after receiving written notice from the responsible administrator that the faculty member is being placed on disciplinary probation, the faculty member may file with the Provost/SVPAA, or in the exceptional case when the Provost/SVPAA is the responsible administrator, to the Vice President for Human Resources, a notice of intention to appeal the decision. This appeal will be addressed to a three-person faculty panel chosen at random from among the tenured members of the faculty member's college (excluding current FAC officers and the chairperson/director of any department or interdepartmental program in which the faculty member teaches). The selection process for members of this panel will follow the same procedures set down in [Appendix IV](#), Section D.3, except that the number of faculty members will be three instead of five.

After the Provost/SVPAA notifies responsible administrator (if the responsible administrator is not the Provost/SVPAA) and the faculty member that the faculty panel has been formed, the faculty member and the responsible administrator will have 14 weekdays to submit materials, including written testimony from faculty, administrators, staff, and/or students, to the faculty panel. The panel will forward these materials, along with a recommendation, to the Provost/SVPAA, or in the exceptional case when the Provost/SVPAA is the responsible administrator, to the Vice President for Human Resources, who will make the final determination whether disciplinary probation is warranted. In the case of an appeal, disciplinary probation does not take effect until the faculty member receives written notice of the faculty member's probationary status from the Provost/SVPAA or, in the exceptional case when the Provost/SVPAA is the responsible administrator, the Vice President for Human Resources. At the end of the probationary period, if there have been no further material violations of the same type, the faculty member will be removed from probationary status by the Provost/SVPAA.

- F. Once a faculty member has been placed on disciplinary probation, further violations of the same nature can be addressed according to the dismissal procedures outlined in [Appendix IV](#) (which may involve sanctions short of dismissal but more severe than disciplinary probation). In the case of particularly serious material violations, the administration may omit the stages described above and proceed immediately to the provisions of [Appendix IV](#).