

# FACULTY HANDBOOK

OF

FAIRLEIGH DICKINSON UNIVERSITY

2021-22 Edition



**FAIRLEIGH  
DICKINSON  
UNIVERSITY**

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Faculty Handbook  
Fairleigh Dickinson University

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jointly by:

The Faculty Senate and  
The Office of the President

Fairleigh Dickinson University  
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This Handbook is written for the Faculty and Administration of Fairleigh Dickinson University to serve as a statement of the general policies and procedures of the University. Its provisions shall be binding on the Faculty and Administration.

The Handbook was developed in the late 1980s by the undersigned Committee composed of faculty and administrators, and ratified by the Faculty and the Board of Trustees. Since its dissemination, the Handbook has undergone various revisions, and it is subject to periodic further revision to meet the evolving needs of the Faculty and the University. Consequently, changes in policy or procedure falling within the scope of this Handbook shall be referred to the Faculty Handbook Committee of the Faculty Senate for appropriate action.

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## **I. Academic Freedom**

The University subscribes to the *1940 Statement of Principles on Academic Freedom and Tenure* and the *1940* and *1970 Interpretive Comments* issued thereon, formulated jointly by the Association of American Colleges and the American Association of University Professors.

## **II. The Board of Trustees**

The ultimate responsibility for the operation of the University is vested in the Board of Trustees. The Board's fiduciary duty extends to the ownership and development of University assets and the adoption and oversight of University policies. The Board appoints the President and various other senior administrative officers of the University, and its approval is a necessary condition for the awarding of contracts of tenure and the implementation of policy statements organic to University operation, including this Handbook.

## **III. The Administration**

### **1. Academic Officers**

The President is the chief executive officer of the University. The Academic Officers of the University are: the University Provost and the academic Deans or Directors who head the Colleges and independent Schools referenced in Section VI below.

## **IV. The University Faculty**

### **1. Definition**

The University Faculty consists of all individuals holding appointments as full-time faculty members or academic administrators at the University who have been awarded, through the normal faculty review process, a faculty rank in an academic unit of the University, including full-time Visiting faculty, Lecturers, Senior Lecturers, and Clinical faculty.

### **2. Authority**

The primary responsibility for initiation of educational policy, maintenance of academic standards, requirements for degrees, admission standards, faculty status, and research shall rest with the Faculty. The Faculty's authority in these areas shall be exercised through the various committees described herein, in association with the appropriate academic officers and subject, ultimately, to the approval of the Board of Trustees.

### **3. Committees of the Faculty**

The following standing committees of the University Faculty are described below or elsewhere in this Handbook:

- The Faculty Senate
- The University Grievance Committee
- The University Review Committee

### **4. Meetings of the Faculty**

There shall be at least one meeting of the University Faculty during the academic year. It shall be presided over by the University President or, in the President's absence, an academic officer designated by the President.

## **V. The Faculty Senate**

### **1. Purposes, Functions and Jurisdiction**

- 1.1** The Faculty Senate is the body through which the Faculty's authority as described in the Faculty Handbook shall be exercised.
- 1.2** All broad University educational policies, regardless of their points of origin, must be considered by the Senate prior to their approval or implementation.
- 1.3** In all matters, the Faculty Senate and the committees that constitute it shall address policies and practices of a broad University scope and not with their implementation within the discretionary limits provided for College, School, and Campus governance. They shall determine long- term planning needs and their requirements, shall prioritize these needs and requirements, shall develop short-term plans, and shall evaluate the effectiveness of the planning process.
- 1.4** Actions of the Senate shall not conflict with duties reserved to other bodies or the statutory or contractual obligations of the University.
- 1.5** The Senate, where appropriate, shall consider and act upon all proposals submitted to it by the committees of the Senate, by Senators, by Faculty bodies, and by other University constituencies.
- 1.6** Actions of the Senate shall be so worded as to permit College, School, and Campus implementation, in accordance with current University structure.
- 1.7** The Senate shall inform the University community of its actions and proceedings through publication of reports, minutes, and agendas.
- 1.8** The Senate shall perform no administrative functions outside the Senate. It shall, however, take appropriate means, through recourse to the University Provost, the University President, or the Board of Trustees, to see that its approved recommendations are implemented.
- 1.9** No Senator, other than the President of the Senate, may represent the Senate without authorization from the Senate or the Executive Committee.
- 1.10** The President of the University shall forward to the Board of Trustees such recommendations as require its consideration and/or action. All recommendations of the Senate to the University President and to the Board of Trustees shall be accompanied by a statement of the reasons for the recommendation, including supporting data.

### **2. Composition of the Faculty Senate**

- 2.1** The Faculty Senate shall consist of the faculty members elected to the four standing committees (Academic Policies and Research, University Planning and Budget, Faculty Handbook, and Faculty Rights and Welfare), the President and Vice-President of the Senate elected by the faculty, and the Vancouver representative elected by Vancouver faculty. The President of the University, University Provost and the College Deans and School Deans/Directors shall be ex officio non-voting members of the Senate.
- 2.2** Faculty members eligible to serve on the Senate as voting members and to vote for Senators are the tenured and tenure-track voting members of the Faculty as defined in the Faculty Handbook, Article VI, Section 1. Faculty elected in accordance with Handbook Article VI, Section 1 as members of the Faculty but who are not tenured or tenure-track may neither vote for nor serve on the Senate. The University President, University Provost, and the College Deans and School Dean/Directors excluded in V.2.1 are not eligible to vote for, or serve as, voting members of the Senate.

### **3. Nomination, Election, and Terms of Office**

- 3.1** Committee members shall be elected directly to one of the four standing committees by their campus Faculty or to an at-large seat on each committee by the University Faculty.
- 3.2** Faculty elected to committees shall serve for three years.
- 3.3** Faculty may be nominated for only one committee position or senate office at a time.
- 3.4** Elections of senate officers and committee members shall be conducted in the spring semester no later than April 15.
- 3.5** Terms of elected Senators will commence with the start of the academic year.

### **4. Senate Officers**

- 4.1** The officers of the Senate shall be the President and the Vice President. They shall be elected by the University Faculty and serve two-year terms.
- 4.2** The President of the Senate shall be an ex officio non-voting member of the Board of Trustees.

### **5. Senate Meetings**

- 5.1** The Faculty Senate shall hold at least six meetings during the academic year.
- 5.2** Members of the University community who are not senators may attend meetings of the Senate without voice or vote.
- 5.3** Permission to speak on a given item may be granted to non-senators by the President of the Senate..
- 5.4** A member of the Board of Trustees may address the Senate.
- 5.5** For speech or debate in the Senate or any of its committees, a Senator shall be immune from censure.

### **6. Bylaws of the Faculty Senate**

- 6.1** The Faculty Senate shall write its own bylaws, which shall be subject to the joint approval of the University Provost and University President. Conflict in language between the Faculty Handbook and these Bylaws shall be resolved in favor of the Handbook language. The Bylaws shall include provisions for and specify the jurisdictions of the four standing committees that comprise the Senate.

## 7. Standing Committees Comprising the Faculty Senate

**7.1** The committees constituting the Senate are the Academic Policies and Research Committee (APRC), the elected faculty representatives to the Planning and Budget Committee (PBC), the Faculty Handbook Committee (FHC), and the Faculty Rights and Welfare Committee (FRWC). The committees shall recommend to the Senate on all matters in their jurisdiction, except as indicated below for Faculty Rights and Welfare in regard to compensation.

**7.2** With the exception of the Planning and Budget committee, the committees shall consist of nine representatives as follows: eight representatives apportioned between campuses based on a census of faculty that will occur every 6 years. Each committee will also include an at-large member elected by the University faculty. The Planning and Budget Committee shall be composed of four faculty representatives from across the campuses and academic units based on the 6-year census of faculty and one faculty member elected at large by the University faculty.

**7.2.1** At-large senators should not count towards the required distribution of representation between colleges, schools and campus, as required in the APRC, FHC, FRW and PBC.

**7.2.2** For allocation of representatives by campus, Vancouver campus faculty may be assigned to one of the two New Jersey campuses as the Executive Committee deems necessary.

**7.3** The chairs and deputy chairs of the four standing committees along with the Senate President and Vice-President, and Vancouver representative shall constitute the **Executive Committee** of the Senate.

**7.3.1** Only Vancouver faculty can vote for the Vancouver representative.

**7.4** The **Academic Policies and Research Committee** shall have the following responsibilities

**7.4.1** To review, formulate, and recommend academic plans and policies having broad University-wide scope.

**7.4.2** To consider and recommend University-wide policies governing general academic standards, learning outcomes assessment, admissions, University requirements for degrees, continuing education, independent study, credit by examination, credit for work or life experience, internships, and final examinations.

**7.4.3** To serve as the Educational Planning Committee for University-wide programs such as the Honors Program, global education, distance learning, and the University Core Curriculum.

**7.4.4** To review and recommend on program closure and any changes in curricula that significantly affect more than one College or School. In reviewing proposals for program closure or changes in curricula affecting more than one College or School, the committee will give great weight to the action of the Educational Planning Committee of the college initiating the proposal. If it does not agree with the College EPC, it will give written reasons for the disagreement.

**7.4.5** To recommend on University policies and procedures relating to faculty and student research, University Grants-in-Aid, University support of and participation in externally funded research, and University scholarships, fellowships, and assistantships.

**7.4.6** To recommend on honorary degrees and other honors or awards to be presented by the University.

**7.4.7** To recommend on the Academic Calendar.

**7.5** The **Planning and Budget Committee** shall participate fully in the development of the short-term and long-term budgets and plans for the University along with designated university administrative representatives on the University Planning and Budget Committee.

**7.6** The **Faculty Handbook Committee** shall recommend modifications and amendments to the Faculty Handbook, as necessary and appropriate. Major changes shall require ratification by the University Faculty

and the Board of Trustees. The Senate shall determine which changes require ratification by the faculty. A copy of the latest revised Handbook shall be published in a timely manner on the University Website.

**7.7** The ***Faculty Rights and Welfare Committee*** shall have the following responsibilities:

**7.7.1** To develop and make recommendations on matters of faculty concern including faculty compensation, benefits, workload, quality of life, and faculty status issues. Where appropriate, it shall provide input to the other committees, and it may make recommendations to the Senate as a whole or to other University offices.

**7.7.2** The FRWC, with the advice and consent of the Executive Committee, and in consultation with the President of the University, will recommend on faculty compensation no later than March 1 for the following fiscal year. The Committee's recommendation will be sent to the President of the University. The President will advise the Committee of the administration's recommendation for the following year no later than April 15 of the current year.

**7.8** Each of the Committees may convene meetings of the full-time faculty.

## VI. The Colleges and Schools

The University's academic units and departments are organized in independent Schools and Colleges of the University as designated by the Board of Trustees from time to time in accordance with the practices and policies of the University. Colleges and independent Schools of the University are listed in Appendix B.

Each of these academic units has a Dean or Director who is an Academic Officer of the University per Section III.1 above.

Other units called schools, such as the Petrocelli Center for Continuing Studies and the School of the Arts, are not considered "independent Schools" for purposes of this Handbook but are analogous to departments housed within a College. Unless explicitly stated otherwise, all uses of "School" in this Handbook, including "School Faculty" or "School Dean/Director" refer only to the independent Schools.

### 1. The College and School Faculty

Each College or independent School Faculty consists of all individuals holding full-time faculty appointments within the College or School. Faculty members with academic administrative assignments (other than department chair) in the College or School for more than half their load are not eligible for membership on College or School committees or to vote in College or School elections. Other individuals who hold faculty rank in the College or School but with full-time administrative assignments outside it shall be members of the College or School Faculty, without vote. Any member of the University may be granted membership to a College or School committee, with or without vote, by the applicable College or School Faculty.

If from time to time the Board of Trustees, in accordance with the practices and policies of the University, approves changes to the University's designated Colleges or Schools as identified above, the Faculty Handbook Committee will promptly recommend modifications and amendments to this Handbook in accordance with Section V.7 above; and, until such amendments and modifications are adopted, the processes and procedures of this Handbook will apply to such new designations with the modifications necessary to make them effective.

### 2. College and School Governance

## **2.1 Bylaws**

Each College and School Faculty shall establish its own bylaws, subject to the approval of the College Dean or School Dean/Director and the University Provost. Such bylaws, at a minimum, shall make:

An Educational Planning Committee (EPC)

A Second Level Peer Review (SLPR) committee

The responsibilities, composition, and procedures of the EPC and SLPR shall be as defined in this Handbook.

## **2.2 Annual Reporting by Standing Committees**

The standing committees of a College or School shall report to the Faculty of that College or School at least once a year.

## **2.3 Advisory Task Forces**

The College Dean or School Dean/Director may appoint additional advisory task forces, but shall seek approval for policy recommendations from the relevant standing committees of the College or School.

## **2.4 The Educational Planning Committee**

### **2.4.1 Composition and Selection.**

The size and composition of the EPC shall be determined by each College or School Faculty, subject to the following provisos:

- (a) The EPC shall have at least five (5) members elected from and by the Faculty of the College or School as defined in Section VI.1 above.
- (b) In departmentalized Colleges and Schools, no department shall have more than one member on the EPC while another department is unrepresented.
- (c) Department chairs and deputy chairs are eligible to serve on the EPC.
- (d) Membership on the EPC shall be restricted to tenured or tenure-track faculty.
- (e) Multi-campus Colleges and Schools shall insure adequate campus representation.

### **2.4.2 Responsibilities.**

- (a) The EPC shall engage in short-term and long-term planning for the College or School. This should include faculty staffing requirements, equipment needs, facilities needs, new or modified academic programs, and the means by which the College's or School's academic program can accommodate itself to enrollment patterns. The College Dean or School Dean/Director shall share with the EPC the budgetary and enrollment data necessary to perform this function.
- (b) The EPC, in cooperation with the College Dean or School Dean/Director, shall annually prepare, review, or revise the College's or School's planning document.
- (c) In consultation with the College or School Faculty, the EPC shall review proposals with respect to the academic direction of the College or School, including proposed changes to General Education requirements specific to that College or School.
- (d) The EPC shall review recommendations for the introduction, improvement, modification, or elimination of academic programs, curricula, and courses.
- (e) The EPC shall propose educational policies, College- or School-wide academic standards and requirements, admissions standards, and criteria and standards for honors work within the College or School, within the framework of University policies.

### **2.4.3 Operation of the EPC**

- (a) The EPC may generate proposals on College- or School-wide academic matters either directly or through subcommittees. The College Dean or School Dean/Director, departments, standing or *ad hoc* committees, individual faculty members and students may also submit proposals to the EPC.
- (b) The EPC shall perform its responsibilities in close coordination with the College Dean or School Dean/Director.
- (c) Recommendations of the EPC shall be submitted to the College Dean or School Dean/Director and made available to the College or School Faculty.
- (d) All regular meetings of the EPC shall be open. However, the Committee may meet in executive session.
- (e) The EPC may seek the advice of the College or School Faculty on matters under its consideration. With respect to changes in organizational structure of the School or College, EPC recommendations shall be brought before the College or School Faculty for its action.
- (f) The College Dean or School Dean/Director shall inform the EPC of their acceptance, suggestions for modification, or rejection of each EPC recommendation. When the Dean/Director recommends to the University Provost on an EPC matter, the recommendation of the Dean/Director shall be accompanied by that of the EPC.
- (g) The College Dean or School Dean/Director shall inform the EPC of the final decision with respect to its recommendations. Appeals of administrative actions shall be directed through the College Dean or School Dean/Director to the University Provost. The University Provost shall, after undertaking the requested review, make a final determination, providing detailed reasons in writing to the College Dean or School Dean/Director for transmission to the EPC or, in the case of a recommendation for College or School structural reorganization, to the College or School Faculty.
- (h) Copies of the minutes of all meetings of the EPC shall be made available to the College or School faculty.

## **VII. Academic Departments**

### **1. Departmental Structure**

In Colleges or Schools with a department structure, each department (or equivalent unit) is headed by a Chair appointed by the College Dean or School Dean/Director in consultation with the faculty of that department, normally for a term of one to three years. In Colleges or Schools without a department structure, any roles and responsibilities that the Handbook assigns to the Department and Department Chair will be subsumed into the office of the Dean/Director.

#### **1.1 Evaluation of the Chair**

A Department Chair is subject to re-evaluation prior to expiration of the appointed term in accordance with the following procedure: The Chair of the First Level Peer Committee, when so requested by two or more concerned faculty, shall notify the College Dean or School Dean/Director, who shall arrange for a secret ballot of the department's faculty. The sealed envelopes shall be opened and the votes tallied in the Dean/Director's office in the presence of the Dean/Director, the Department Chair, and any department faculty who wish to attend. (Where an in-person meeting is not practical, the ballot will be conducted in another reasonably secure manner as determined by the Dean/Director.) Upon a two-thirds vote of the department's faculty, the Dean/Director shall re-evaluate the leadership of the department.



## **1.2 Departmental Committees**

Each department (or school) shall have a First Level Peer Review (FLPR) committee as described elsewhere in this Handbook. In addition, there shall be a Department Policy Committee, and departments may establish other committees as they deem appropriate. Full-time non-tenure-track faculty members are eligible to participate in departmental affairs, except for membership on the FLPR committee.

## **2. Department Chair Responsibilities**

The Department Chair is responsible for carrying out the department's administrative functions and shall serve as the departmental leader committed to preserving and promoting principles of academic integrity, scholarship, and professional responsibility.

### **2.1 Chair's Schedule**

The Department Chair is expected to spend sufficient time on campus to carry out the department's administrative activities as well as personal teaching assignments. The Department Chair shall arrange their schedule to meet the needs of the College or School as determined in consultation with the College Dean or School Dean/Director.

### **2.2 Department Policy**

The Department Chair facilitates and implements department policies and speaks for the department within the University and the larger academic community.

### **2.3 Coordination**

The Department Chair is responsible for coordinating the day and evening activities of the department, for encouraging the professional development of the department's faculty, and for coordinating the development, review, and revision of departmental curricula, as appropriate.

### **2.4 Administration of Department**

The Department Chair convenes and chairs meetings of the department and works with departmental committees on such matters as academic programming, budgetary proposals, staffing requirements, the distribution of administrative release time allocated to the department, and student concerns.

### **2.5 Teaching Schedules**

The Department Chair prepares teaching schedules for the department, after consultation with individual faculty, and with due regard for the academic needs of the students, the College or School, and the University.

### **2.6 Personnel Recommendations**

The Department Chair makes independent recommendations in faculty personnel review processes, is responsible for recommending the appointment of part-time faculty, supervises secretarial and other support staff, and administers the department budget.

### **2.7 Advising & Registration**

The Department Chair is responsible for coordinating the participation of department faculty in student advising, registration, and academic review.

### **2.8 External Representation**

The Department Chair participates with the College Dean or School Dean/Director and other University officials in representing the University to external constituencies in relation to student recruitment and the generation of external funding.

### **2.9 Annual Report**

The Department Chair prepares the department's annual report for submission to the College Dean or School Dean/Director.

### **2.10 Waivers & Substitutions**

On behalf of the department, the Department Chair approves course substitutions and waivers for curricula of the department.

### **2.11 Deputy Chairs**

In departments which, by reason of their size or complexity, need one or more deputy chairs, individuals to be appointed to those positions shall be recommended for approval to the College Dean or School Dean/Director by the Department Chair after consultation with the department.

### **2.12 Additional Duties**

Additional duties and responsibilities may be agreed upon individually between the Department Chair and the College Dean or School Dean/Director, subject to the approval of the University Provost. Differences between the Department Chair and the Dean/Director on such matters will be mediated by the University Provost.

## **3. Recruitment and Appointment of New Faculty**

### **3.1 Authorization**

When a College or School seeks to fill a new or vacant faculty position, it shall obtain authorization from the College Dean or School Dean/Director. The rank and job description for such a position shall be determined in consultation between the department and the Dean/Director.

### **3.2 Search and Screen**

The search for a new faculty member shall be conducted by a departmental Search and Screen Committee chaired by the Department Chair or designee. The Search and Screen Committee shall conduct the search in accordance with University policies and shall make its recommendation(s) to the College Dean or School Dean/Director. In the event the Dean/Director does not accept the recommendations of the Search and Screen Committee, a new search shall be initiated under the provisions of this section.

### **3.3 External Searches**

In the event of an external search for a Department Chair, such search shall be conducted by the FLPR committee. For the purposes of such a search, the College Dean or School Dean/Director may designate an additional member as their representative to the Committee. The search shall be conducted in accordance with University policies.

## **VIII. Faculty Appointments**

### **1. Academic Ranks**

#### **1.1 Full-Time Ranks**

All full-time faculty appointments at the University are to one of the following ranks:

- Instructor
- Assistant Professor
- Associate Professor
- Professor
- Lecturer
- Senior Lecturer

## Clinical Ranks

Visiting Ranks (Visiting Assistant Professor, Visiting Associate Professor, and Visiting Professor)

## 1.2 Professor Emeritus

The title of Professor Emeritus is an honorary title. It may be awarded, in recognition of an outstanding academic career and noteworthy contributions to the University, to those who have retired and have attained the rank of Professor at the University. The title is bestowed at the recommendation of the appropriate department, College, or School to the President of the University.

## 1.3 Criteria for Faculty Ranks

**1.3.1 General Criteria.** Appointment to the faculty of the University represents recognition of educational attainment, scholarly accomplishments, and evidence of the ability to communicate with and motivate individuals to learn. The faculty rank designations represent cumulative accomplishments in teaching competence, scholarship as reflected in degrees and certifications earned, honors won, scholarly and professional achievements, educational leadership, intellectual breadth, and creativity; all of which will stand the test of peer judgment and meet relevant academic and professional standards. Teaching competence shall take priority in the evaluation of faculty for appointment or promotion.

**1.3.2 Terminal Degree Equivalence.** In unusual circumstances, outstanding professional achievement in one's discipline may be evaluated for equivalence to the appropriate terminal degree.

**1.3.3 Rank Criteria.** It is recognized that each candidate for appointment or promotion shall be evaluated on the basis of the following criteria within the context of their particular discipline, department, and college.

**(a) Instructor.** For appointment to the junior rank of Instructor, the candidate must possess at least an earned master's degree (or equivalent) and demonstrate potential for effective teaching. It is expected that the Instructor will be enrolled in a program leading to the doctorate or other appropriate terminal degree.

**(b) Assistant Professor.** For promotion or appointment to the junior rank of Assistant Professor, the candidate must meet the requirements for appointment as an Instructor and, in addition, must possess the earned doctoral or professional degree or equivalent normally required for teaching in their field; give evidence or substantial promise of effectiveness as a teacher, both in the classroom and in the guidance of students; demonstrate the capacity for professional growth and accomplishment; and possess the ability to work constructively with members of the University community. In the case of promotion to this rank, there should be evidence of participation in University affairs, at least at the departmental or equivalent level.

**(c) Associate Professor.** Associate Professor is a faculty rank at the senior level. For promotion or appointment to the rank of Associate Professor, the candidate must possess the qualifications for an Assistant Professor and, in addition, professional growth and accomplishment beyond the earned doctorate or its equivalent demonstrated by scholarly publication or other externally recognized work appropriate to the discipline. There should be evidence of a high degree of teaching proficiency and concern for the welfare of students. For promotion to this rank, there must be a record of substantial service beyond the department or equivalent unit, at least at the College or School level.

**(d) Professor.** The rank of Professor represents the highest recognition that can be

bestowed upon a faculty member. For promotion or appointment to the rank of Professor, the candidate must possess the qualifications of an Associate Professor and, in addition, offer a distinguished record of scholarship or other externally recognized work appropriate to the discipline. The cumulative achievements of the candidate for appointment or promotion to the rank of Professor must be such as to demonstrate substantial accomplishments within the University, sound judgment and creativity, intellectual breadth and leadership, and a mature record of professional advancement. There must be a clearly recognized record of teaching proficiency and concern for the welfare of students.

**(e) Lecturer and Senior Lecturer.** In special cases for special assignments, and subject to the following conditions, the University may hire full-time faculty with the title of Lecturer or Senior Lecturer, who shall be ineligible for tenure. These appointments may be for one semester or for a full year.

- (i)** Lecturers and Senior Lecturers shall be compensated at least at the minimum salary of Instructors.
- (ii)** Lecturers, Senior Lecturers and Clinical Faculty shall compose no more than twenty (20) percent of the number of full-time faculty in each College or School.
- (iii)** Lecturers and Senior Lecturers shall receive an annual written contract indicating that time served in these ranks shall not count toward a probationary period for tenure.
- (iv)** Appointments for Lecturers and Senior Lecturers will expire in concordance with their appointment documents. If renewal of an appointment is desired by the department, the appointment of each Lecturer and Senior Lecturer shall be reviewed annually in the following manner: the FLPR committee, the Department Chair, and the College Dean or School Director. Criteria for the renewal shall be the same as those for probationary faculty, except that the potential to meet the criteria for tenure need not be demonstrated.
- (v)** If a Lecturer or Senior Lecturer subsequently receives a probationary appointment, their service in the rank of Lecturer or Senior Lecturer shall not count toward the probationary period for tenure.
- (vi)** Lecturers and Senior Lecturers may not serve in any faculty governance capacity.

**(f) Clinical Ranks.** When an external accrediting agency authorizes and/or requires the use of clinical faculty the University may appoint individuals to those faculty ranks, whose primary duties will be teaching and administration. These appointments shall be included in the 20% guideline of non-tenure-track faculty as indicated in Section VIII, 1.3.3(e) above. Ranks will parallel those in the tenure-track faculty. Individuals in these ranks will not be eligible for tenure but can be appointed on renewable multi-year written contracts. Faculty in these ranks may participate in University governance on the same basis as tenure-track probationary faculty to the extent required by the respective agency. Individuals appointed to these ranks must possess an appropriate degree or equivalent and requisite professional certification and experience. Appointments are renewable based on appropriate review under Article IX of this Handbook.

**(g) Visiting Ranks.** The full-time Visiting rank shall designate an appointment of an individual who holds academic rank at another institution of higher learning and is on leave of absence from that institution. The appointment period to full-time Visiting ranks shall be one (1) year or less, with a limit of two (2) consecutive years of service. Although Visiting faculty shall not be subject to the usual notification dates, an effort shall be made to inform such faculty of their status before the end

of the appointment period.

## 1.4 Procedures for Faculty Appointments

See Section VII.3.

## 2. Part-time Faculty Appointments

Part-time faculty appointments shall be limited to nine (9) contact hours of teaching or the equivalent per semester. A part-time faculty member may not teach more than 22 contact hours per calendar year (January 1 through December 31).

## 3. Tenure

### 3.1 Definition

In accordance with the *1940 Statement of Principles on Academic Freedom and Tenure*, tenure is defined as that status wherein a member of the faculty shall be retained in their faculty capacity unless they resign, are dismissed for "adequate cause," are terminated because of a condition of *bona fide* institutional financial exigency, or because of the discontinuance of a department of instruction or academic program based on educational considerations.

### 3.2 Granting of Tenure

The University recognizes qualified faculty members by granting them tenure during or at the end of a prescribed probationary period. The award or denial of tenure is made only on the basis of the review, judgment, and recommendations of faculty committees and administrators participating in the faculty personnel review process, and is subject to final action by the Board of Trustees. The Board of Trustees bases its tenure decision on the recommendation of the University Provost (or, in the event of a grievance, on that of the President), except in unusual cases and for the most serious reasons, which are communicated to the faculty member in writing.

### 3.3 Criteria

The following are criteria for tenure:

- 3.3.1 Teaching.** Demonstrated high level of teaching effectiveness and high academic standards.
- 3.3.2 Faculty Rank.** Demonstrated potential to meet the criteria of senior rank.
- 3.3.3 Credentials.** Appropriate academic degrees and, where appropriate, other certifications.
- 3.3.4 Scholarship.** Demonstrated continuing professional growth in addition to completion of the terminal degree normally required for teaching in the field, including evidence of continuing preparation, study, research, publication, or other scholarly or creative activity appropriate to the discipline.
- 3.3.5 Student Welfare.** Contributions to the welfare of students through counseling, advising, and similar activities.
- 3.3.6 Service.** Service to the University.

Each candidate for tenure shall be evaluated on the basis of the foregoing criteria within the context of their role in the particular discipline, department, School and College. The award of tenure is subject to the academic and staffing needs of the department, college, and University, taking into

account existing plans and approved recommendations of the Educational Planning Committee.

## **4. Probationary Appointments**

### **4.1 Definition**

Probationary appointments are appointments at the ranks of Instructor, Assistant Professor, Associate Professor, or Professor to faculty members who have not yet been awarded tenure. They shall be for one (1) or two (2) years, subject to review and renewal pursuant to the procedures described elsewhere in this Handbook.

### **4.2 De-Facto Tenure**

A faculty member who completes a probationary period of fourteen (14) academic semesters of continuous active full-time contractual service shall have tenure effective with the first day of contractual service of the next academic semester (Fall or Spring) following the completion of such probationary period. Approved leaves of absence shall not be considered as interruptions of the continuity of contractual service, but such leaves shall not be counted toward satisfying the probationary period, except in the case of scholarly leaves of absence as provided below.

### **4.3 Prior Service**

The probationary period may include all previous service at other regionally accredited institutions of higher learning which would have led to tenure at those institutions, except that such credit for prior service at other institutions shall in no case exceed a total of three (3) years. If the prior service claimed by the faculty member does not meet the foregoing standards, a determination of how many, if any, years of such service may be counted as part of the probationary period shall be made through the regular faculty personnel review process. Such determination shall be made during the faculty member's third semester of service at the University. The crediting of prior service may be waived or reduced at the request of the faculty member. Such waiver or reduction of prior service to be credited shall be agreed upon in writing between the faculty member and the University by August 1 between the first and second year at the University.

### **4.4 Reappointment**

If a faculty member is reappointed to the University after having been terminated or having resigned, their service prior to such termination or resignation shall count as part of the probationary period as if it were service at another institution. An approved scholarly leave of absence from the University for one (1) year or less shall count as part of the probationary period as if it were service at another institution. Any other leaves of absence of one (1) semester or more shall not count as part of the probationary period. All full semesters which accrued during the probationary period prior to such a leave shall continue to be counted as part of the probationary period when the faculty member returns from such leave.

### **4.5 Definition of Tenured for Committee Service**

For purposes of election to any committee described in this Handbook, a faculty member is considered to be tenured on the first day of the first semester following an action by the Board of Trustees granting such tenure. This is the case even though the official probationary period will not have expired.

## **5. Renewal of Probationary Faculty**

All probationary faculty are to submit annual renewal applications except first-year tenure-track and those who choose to forgo all prior-year services rendered at other comparable institutions. Absent the statement to forgo all prior service elsewhere, all applicants with prior services must file for first-year personnel actions. The statement to claim or forgo prior-year services must be filed with the College Dean or School Dean/Director's office by August 1 between the first and second year at the University.

### **5.1 Criteria for Renewal**

The following shall be criteria for renewal or non-renewal of probationary faculty members:

- 5.1.1 Teaching.** Demonstrated ability to teach effectively, or adequate growth in the ability to teach effectively, and maintenance of appropriate academic standards.
- 5.1.2 Potential for Tenure.** Demonstrated potential for meeting the criteria for tenure prior to the expiration of the probationary period.
- 5.1.3 Credentials.** Appropriate academic degrees and, where applicable, other certifications.
- 5.1.4 Scholarship.** Evidence of continuing preparation, study, research, publication, or other scholarly or creative activity appropriate to the discipline.
- 5.1.5 Student Welfare.** Contributions to the welfare of students as through counseling, advising, and similar activities.
- 5.1.6 Service.** Service to the University.

## 5.2 Grounds for Non-Renewal

The following, if they affect staffing requirements, may be grounds for non-renewal of untenured faculty members:

- 5.2.1 Programmatic Change.** Approved changes in the academic program of the department or college.
- 5.2.2 Departmental Enrollment.** A demonstrated decline in departmental enrollment.
- 5.2.3 External Funding Loss.** The loss of external salary support, where such support was a precondition for the creation of the slot and the faculty member was apprised of this condition in writing in the initial and subsequent appointment document.

## 5.3 Notice of Renewal

- 5.3.1 Probationary Faculty.** Written notice that a probationary appointment is not to be renewed shall be given to the faculty member in advance of the expiration of his appointment in accordance with the following notification dates:

March 1 for faculty members in their first year of service at the University who have not decided on the number of prior-service years to claim.

December 15 for faculty members in their second year of service at the University.

All other probationary faculty members shall be notified by March 15 of the year preceding their terminal year.

- 5.3.2 Tenured Faculty.** Tenured faculty members do not receive annual notice of reappointment, except for a salary letter indicating any changes in salary and including formal notice of any special arrangements, such as load reduction or an administrative appointment.

## 6. Terms of Appointment

### 6.1 Terms and Conditions

The terms and conditions of every appointment to a full-time faculty position shall be stated in writing and shall be consistent with the provisions in this Handbook. A copy of the appointment

document shall be supplied to the faculty member and a copy placed in their personnel file. Any special standards applicable to the faculty member shall be included in the appointment document. Any subsequent modifications of the conditions in the appointment document shall occur only with the written consent of the faculty member or as a result of the faculty personnel review process.

## **6.2 Prior Service Notice**

In accord with article VIII.4.3, the College Dean or School Dean/Director shall advise the faculty member of their rights concerning the application of prior service to the probationary period for tenure. Before the third semester of a faculty member's appointment, the Dean/Director shall secure from the faculty member a written statement listing all prior service. In each case, the statement shall indicate whether, to the best of the faculty member's knowledge, the prior service was in a tenure track position at a regionally accredited institution of higher learning.

## **7. Retirement**

### **7.1 Early Retirement**

Early retirement options are available. Faculty members interested in early retirement should explore the question with their Department Chair and College Dean or School Dean/Director.

### **7.2 Privileges**

Retired faculty shall continue to enjoy faculty library and parking privileges and, with departmental approval, they may continue to make use of department laboratory or studio facilities. Retired faculty shall be non-voting members of the University Faculty and their respective College or School Faculty.

## **IX. Faculty Status Review**

Faculty status review begins in the fall semester and proceeds according to reasonable deadlines established annually by the University Provost. The review process pertains to renewal, non-renewal, promotion, tenure, sabbatical leaves, and emeritus status for faculty. For all Faculty status matters, where there is no Chair, the College Dean or School Dean/Director sends the request to faculty informing them of the deadlines when they are going to be reviewed.

### **1. First Level of Peer Review (FLPR)**

#### **1.1 Composition and Selection**

**1.1.1 Composition.** The FLPR shall be composed of six (6) tenured members of the department or school except as indicated in 1.1.2 below. In departments or schools having fewer than six (6) tenured members, all tenured members except the Department Chair, Deputy Chair(s) who have participated in the review process, and Faculty Evaluator(s) as defined in 1.3.4, shall serve.

**1.1.2 Eligibility.** In departments or schools having fewer than six (6) tenured members, the Committee shall include tenured faculty from any department or school with expertise that relates to the discipline of the department or school so as to bring the membership up to no less than four (4) and no more than six (6). Such additional members shall be chosen by majority vote of the inviting department's or school's tenured members and the invitation communicated by the department or school.

**1.1.3 Voting.** Each department or school, where necessary, shall hold an election for the FLPR by secret ballot. All full-time members of the department or school shall be eligible to vote in such election.

**1.1.4 Multi-Discipline.** In the case of multi-discipline departments, if possible each discipline shall have at least (1) representative on the FLPR.



**1.1.5 Multi-Campus.** In the case of multi-campus departments, the departments shall insure adequate representation from each campus.

## **1.2 Operation**

**1.2.1 Notice of Meetings.** All members of the FLPR shall receive timely notice of all meetings.

**1.2.2 Chair.** The FLPR shall elect an FLPR Chair at its first meeting of the academic year which shall be convened by the Department Chair or School Dean/Director no later than October 1.

**1.2.3 Quorum.** Four (4) voting members of the Committee shall constitute a quorum. Faculty who participate in and/or vote in a faculty status matter at any level (FLPR, SLPR) shall not be eligible to participate and/or vote on the same faculty status matter at a different level. Such faculty members shall be required to recuse themselves.

**1.2.4 Recusal.** A member of the FLPR must withdraw from the deliberations while their case is being considered.

**1.2.5 Additional Procedures.** The FLPR may establish additional operational procedures consistent with University policies and regulations and the Faculty Handbook. Such procedures, once established, shall be disseminated to all faculty in the department or school.

## **1.3 Process**

**1.3.1 Notice to Faculty.** The Department Chair or School Dean/Director shall send a request to all members of the department or school asking if they are seeking faculty status review in the current year and, if so, the action for which they wish to be considered. Based on the responses, the Department Chair or School Dean/Director shall compile a list of cases to be considered and forward it to the FLPR. Normally, a faculty member is ineligible for faculty status review of an action if the decision from the preceding academic year relating to the same action is being appealed to the University Grievance Committee.

**1.3.2 Information from Faculty.** The individual being reviewed shall provide the Department Chair or School Dean/Director with a current Faculty Activity Summary (see Appendix A) and other supporting materials. The Department Chair or School Dean/Director shall transmit these materials to the FLPR. The FLPR shall review the individual's official personnel file to ensure that all relevant information is before the FLPR.

**1.3.3 FLPR's Recommendation.** The FLPR's recommendation in each case shall be made in writing by its Chair and shall be signed by all members present. It shall give the exact vote in each case, while assuring the anonymity of individual votes, and it shall give specific and detailed reasons for the positive and negative votes and for any abstentions. Members of the FLPR dissenting from the majority vote may submit a minority report, which shall be attached to the majority recommendation. The FLPR's recommendation shall be transmitted by the FLPR Chair to the Department Chair or School Dean/Director. The School Dean/Director shall forward the FLPR's recommendation to the Faculty Evaluator(s) as defined in 1.3.4.

**1.3.4 Evaluations.** Upon receipt of the FLPR's recommendation, the Department Chair shall make an independent evaluation, which will be included in the packet forwarded to the SLPR, concerning the faculty member's application and shall give specific and detailed reasons for this evaluation. In the absence of a Department chair, the school faculty shall elect tenured faculty as Faculty Evaluator(s) to provide independent letters of evaluation for all faculty actions. These evaluation letters shall be sent directly to the SLPR by the Faculty Evaluator(s).

**1.3.5 Copy to Faculty Member.** The Department Chair or School Dean/Director shall forward to the faculty member copies of the evaluation and the FLPR's recommendation at the time they are forwarded to the SLPR.

**1.3.6 Additional Information.** Upon receipt of the FLPR recommendation and Chair/Faculty Evaluator evaluations, the faculty member may submit an additional statement and/or supporting documents to the College Dean or School Dean/Director. The College Dean or School Dean/Director shall forward such statement to the SLPR.

## **2. SECOND LEVEL OF PEER REVIEW (SLPR)**

### **2.1 Composition and Selection**

**2.1.1 Members.** Each College or School SLPR shall be composed of seven or nine (7 or 9) tenured faculty members. Across all Colleges or Schools, members of this committee shall be elected by the full-time faculty of the College or School, and shall serve for staggered three (3)-year terms. No faculty status action may be taken by any SLPR with fewer than five (5) members voting.

For colleges with departments, the SLPR shall be composed of seven or nine (7 or 9) tenured faculty members from across the departments, if possible at least five (5) should come from different departments with a limit of two (2) faculty members from a given department.

For independent Schools, the SLPR shall be composed of seven or nine (7 or 9) tenured faculty members from across the independent Schools, if possible at least five (5) should come from different independent schools with a limit of two (2) faculty members from a given school.

**2.1.2 Limit on Departments.** Where College or independent School structure permits, there shall be no more than two (2) faculty members per department or school. Exceptions to this rule may be made by the college or school faculty. In the case of multi-campus colleges or schools, there shall be no fewer than two (2) members per campus.

**2.1.3 Recusal.** No faculty member shall be a member of the SLPR during any year in which they are to be considered for any faculty status action with the exception of a faculty member requesting only a sabbatical leave. Any member of the SLPR must withdraw from the deliberations while a member of their own department or independent school is being considered. Faculty who participate in a faculty status matter at the FLPR level shall not be eligible to participate in the same faculty status matter at the SLPR level. Such faculty members shall be required to recuse themselves.

**2.1.4 Evaluators Ineligible.** Department Chairs, Deputy Chairs who participated in the review process and Faculty Evaluator(s) are ineligible for membership on the SLPR.

### **2.2 Operation**

**2.2.1 Authority.** In all personnel matters, the recommendation of the SLPR shall constitute the recommendation of the College or Schools Faculty.

**2.2.2 Chair.** The SLPR shall elect its own Chair at its first meeting of the academic year, which shall be convened by the College Dean or, in the case of independent schools, by the University Provost, no later than October 1.

**2.2.3 Quorum.** Five (5) voting members of the SLPR shall constitute a quorum.

**2.2.4 Notice of Meetings.** All members of the SLPR shall receive timely notice of all meetings.

**2.2.5 Additional Procedures.** Other specific operational procedures of the SLPR may be established by the Committee and the College or independent School faculty. Such procedures must be consistent with University policy and regulations and the Faculty Handbook.

### **2.3 Process**

**2.3.1 Material to Review.** The College Dean or School Dean/Director shall make available to the SLPR the recommendation of the FLPR and the evaluation, including the complete personnel file and any written statements from the faculty member. All will be included in the package received by the SLPR.

The SLPR shall review all materials made available by or received from the College Dean or School Dean/Director.

**2.3.2 Faculty Statements.** In considering any statement submitted to it by the faculty member in response to the FLPR recommendation, the Committee shall take the following action:

**(a) Allegation of Defect** If the statement alleges that, in reaching their recommendation, the FLPR failed to follow the appropriate evaluation procedures or standards, then the SLPR initially shall determine whether there is merit to that allegation. It shall not seek to substitute its judgment on the merits of the faculty member's faculty status case for that of the FLPR. If the SLPR finds that the allegation has merit, it shall request reconsideration by the FLPR and specify the respects in which the FLPR failed to follow the appropriate procedures and standards. Once there has been an opportunity to remedy the alleged procedural defect, the case shall be considered on its merits by the SLPR.

**(b) New Information** If the faculty member's statement and/or supporting documents contain information which had not been made available to the FLPR, the SLPR may request reconsideration by the FLPR or it may consider the case at that time. In the latter event, the Committee shall notify the FLPR, giving them an opportunity to make a revised recommendation.

**2.3.3 Committee Recommendation.** After the review has been completed, the recommendation of the SLPR shall be presented in writing by the Committee Chair and shall be signed by all members present and voting. The reasons for the Committee's recommendation shall be stated with particularity, and the recommendation shall indicate the expressed reasons for votes, positive, negative, or abstentions. The recommendation shall state the exact vote of the Committee, while preserving the anonymity of individual votes. Members of the SLPR dissenting from the majority opinion may submit a minority report, which shall be transmitted to the College Dean or School Dean/Director and the University Provost with the recommendation of the majority.

**2.3.4 Dean/Director's Recommendation.** Upon receipt of the SLPR recommendation, the College Dean or School Dean/Director shall make an independent recommendation concerning the faculty member's status and shall give specific reasons for this recommendation. The College Dean or School Dean/Director shall advise the SLPR of their position in writing.

**2.3.5 Reconciliation of Differences.** In the event of substantial disagreement, the College Dean or School Dean/Director and the SLPR shall meet to discuss their differences. At the time of the notification provided for in Section IX.2.3.6 below, the faculty member shall be apprised of the occurrence of such a meeting. In the event of such a meeting, either the Committee or the College Dean or School Dean/Director may request further information from the faculty member or the department.

**2.3.6 Information to Faculty Member.** The College Dean or School Dean/Director shall advise the faculty member and the FLPR Chair of their recommendation, and that of the SLPR, at the time these recommendations are forwarded to the University Provost. The faculty member shall be provided with copies of these recommendations, and copies shall be placed in their personnel file. Upon receipt of the recommendations of the College Dean or the School Dean/Director, and that of the SLPR, the faculty member and/or FLPR may provide additional comment or information to the University Provost.

**2.3.7 University Provost Decision.** If, after the conference described in Section IX.2.3.5 above, there is still disagreement between the SLPR and the College Dean or School Dean/Director, the University Provost shall make a decision based upon the various recommendations and supporting documents. The reasons for such a decision shall be stated with particularity and transmitted to all parties.

**2.3.8 University Provost Override.** In the event that the SLPR and the College Dean or School Dean/Director concur, the University Provost shall approve their recommendations, except in unusual circumstances for compelling reasons which must arise from overriding University concerns and which shall be stated in writing and forwarded to the College Dean or School Dean/Director, the SLPR, the FLPR, and the affected faculty member.

## X. Grievance Procedures

## **1. The Faculty Status Grievance Process**

### **1.1 Appeals**

A decision by the University Provost in a faculty status matter (renewal, promotion, tenure, sabbatical) may be appealed by the affected faculty member. A grievance must be filed in writing with the University Provost. Except in unusual circumstances, such a grievance must be received in the University Provost's Office no later than thirty (30) days from receipt of the decision being grieved. The grievance letter must contain a clear statement of the basis for the grievance.

### **1.2 University Provost Review**

Upon receipt of a written grievance, the University Provost shall discuss the matter with all relevant persons and make an effort to achieve a resolution with the faculty member. If no resolution can be achieved within three (3) weeks from receipt of the written grievance, the University Provost shall advise the faculty member in writing of the University Provost's decision on the matter.

### **1.3 UGC Review**

If a resolution is not achieved, the faculty member may request a review by the University Grievance Committee (UGC). Such a request must be filed with the Office of the University Provost within three (3) weeks from receipt of the University Provost's decision on the appeal, for immediate transmittal to the UGC.

## **2. Composition of the University Grievance Committee**

### **2.1 Selection of Members**

The University Grievance Committee (or UGC) shall consist of eleven (11) tenured faculty members. Two (2) representatives shall be elected from and by the faculty of each college and one (1) representative elected from and by the faculty of each independent School, in elections conducted by the College under the supervision of the University Provost, no later than the 15th of May in each academic year. Representatives from the same College shall be from different departments and campuses. Members of the UGC shall serve for three (3) - year terms.

### **2.2 Composition of Panels**

Seven (7) members of the UGC shall serve on a given case. The determination to excuse a member from service on a given panel shall be based on the following considerations, in descending order: first, a real or apparent conflict of interest, pursuant to the provisions of Section X.2.4, second, serious illness or disability; third, serious scheduling conflicts that arise from teaching or other University duties; fourth, equitable workload among the members of the Committee.

### **2.3 Eligible Faculty**

Department chairs and deputy chairs are eligible to serve on the University Grievance Committee, but members of SLPR committees are ineligible.

### **2.4 Recusal**

A member of the University Grievance Committee may not participate in deliberations of the Committee concerning a member of their department or on any matter in which they have previously participated in another capacity.

### **2.5 Committee Chair**

The Committee shall elect its own Chair at its first meeting, which shall be convened by the University President as soon as the election process can be completed.

## **3. Procedures of the UGC in Faculty Status Matters**

### **3.1 Preliminary Review**

The UGC shall review each appeal and relevant supporting documentation. Based on that review, the Committee shall decide by majority vote of the seven empaneled Committee members whether or not to conduct a hearing in the case.

### **3.2 Notice of Hearing**

If a hearing is held, the faculty member shall be given written notification of the hearing date at least seven days prior to the hearing.

### **3.3 Right to be Heard and to Produce Witnesses**

In any hearing, the faculty member and the University Provost shall have an opportunity to be heard and to produce relevant witnesses.

### **3.4 Academic Advisor**

In the event of a hearing, the faculty member shall be entitled to have an academic advisor of their own choosing accompany them and participate in the proceedings. A UGC hearing is an academic rather than a judicial proceeding and legal counsel shall not be present.

### **3.5 University Documents and Witnesses**

The Office of the University Provost shall cooperate with the UGC in making available relevant documents and witnesses who are University employees or students, when requested by the faculty member or by the Committee.

### **3.6 Disclosure**

All information before the Committee shall be available to the faculty member.

### **3.7 Operating Procedures**

In other respects, the UGC will define its own operating procedures.

## **4. Decisions and Recommendations of the UGC in Faculty Status Matters**

### **4.1 Notice of Decision to Deny**

A decision by the UGC to deny an appeal shall be reported to the faculty member and the University Provost.

### **4.2 Reconsideration**

If the Committee finds that a procedural defect in the faculty status process leading to the decision under appeal may have had a substantial impact on the decision, it shall seek the concurrence of the University Provost in having the matter returned to the appropriate step in the faculty status process for reconsideration.

### **4.3 Recommendation to President**

If the UGC concludes that the University Provost's decision in a matter under appeal should be modified or reversed, it shall so recommend to the President of the University. In that event, the President shall promptly review the entire record, giving great weight to the recommendation of the University Grievance Committee. If the President concurs with the Committee's recommendation, the President shall advise the faculty member, the University Provost, and the UGC of that decision. If the President finds compelling reasons for not concurring with the UGC's recommendation, the President shall meet with the Committee and discuss the issues with it, before making a final decision.

#### **4.4 President's Decision**

The President's decision shall be stated in writing and forwarded, together with a copy of the UGC's recommendation, to the affected faculty member, the University Provost, and the University Grievance Committee.

### **5. Grievances on Matters Other Than Faculty Status**

A faculty member who claims to have been improperly deprived of substantive or due process rights under the procedures and policies detailed in this Handbook, other than in a faculty status matter, shall discuss the issue with the appropriate Department Chair. If no resolution is achieved, the matter may be appealed to the College Dean or School Dean/Director and thence, if necessary, to the University Provost. If this process does not lead to a resolution and the faculty member claims a significant violation of substantive or procedural rights, the faculty member may seek assistance in resolving the issue through the University Grievance Committee. If the UGC agrees that a substantial issue exists, it shall assign one member of the UGC to facilitate resolution with the parties involved. Failing resolution of the issue, the UGC member shall make a recommendation to the University Provost, with a copy to the faculty member. This activity shall be concluded within thirty (30) days of the University Provost's initial decision on the grievance.

## **XI. Dismissal for Cause**

### **1. Adequate Cause**

"Adequate cause" for dismissal of a faculty member on continuous tenure, or on a special or probationary appointment before the end of the specified term, shall be predicated upon charges which are grave and extraordinary, and which are limited to the following:

#### **1.1 Professional Responsibilities**

Failure to perform professional responsibilities, either through gross incompetence, gross negligence, or willful disregard for scholarly and professional standards, or as the result of severe long-term physical or mental disability.

#### **1.2 Conviction**

Conviction of a felony or high misdemeanor.

#### **1.3 Willful Acts**

Willful acts which directly and seriously subvert the rights and welfare of members of the University community.

#### **1.4 Falsification**

Falsification of credentials.

However, it is understood particularly that "adequate cause" shall be limited to consideration of factors directly related to the alleged unfitness of the affected faculty member to discharge their professional responsibilities. Dismissal shall not be used to restrain faculty members in the exercise of academic freedom or other rights of American citizens.

### **2. Action Prior to Final Decision**

Prior to a final decision by the University Review Committee and the Board of Trustees, the faculty member may be placed on leave of absence or assigned to other duties in lieu of such leave, only if they are unable to discharge their faculty responsibilities, if immediate harm to the faculty member or others is threatened by continuance in their duties, or if continuance in their duties would cast grave doubt upon the academic competence or integrity of the University, College or School, or Department. The process of placing a faculty member on leave of absence, pending ultimate

determination of their status through the hearing procedures, shall involve consultation with the University Grievance Committee concerning the propriety, the length, and other conditions of the leave. Salary will continue during the period of such leave.

### **3. Preliminary Steps**

A dismissal, as defined in Section XI.1, shall be preceded by the following steps:

#### **3.1 Confidential Notice**

Confidential notification to the faculty member by the President or the President's designee of the probable commencement of dismissal proceedings, including a statement of the specific charges and of the faculty member's rights.

#### **3.2 Informal Discussion**

Discussion between the faculty member and appropriate administrative officers, looking toward a mutually acceptable resolution.

#### **3.3 UGC Inquiry**

If the discussions in XI.3.2 above do not lead to a resolution, the matter shall be referred by the University President or delegate to the University Grievance Committee for an informal inquiry. In cases where the dismissal proceeding is based on severe long-term physical or mental disability, the President may choose to omit this step.. The University Grievance Committee will review the existing record referred to the Committee by the University President or delegate and based on that record may make recommendations to the President or the President's designee on whether and how the matter might be resolved (whether through dismissal proceedings or otherwise). The University Grievance Committee's recommendations will not be binding upon the President.

#### **3.4 Formal Charges and URC Hearing**

If, after conclusion of the above steps, no settlement has been achieved and the Administration wishes to undertake formal dismissal proceedings, the faculty member shall receive a written statement of charges, framed with reasonable particularity by the President or the President's delegate, and the faculty member shall have the right to be heard by the University Review Committee, following the procedures set forth below.

### **4. The University Review Committee**

The University Review Committee (or URC) shall consist of fourteen (14) tenured faculty members, two elected from and by each College Faculty, one from each independent School and one from each campus (Florham, Metro and Vancouver) without restriction as to academic unit, under the supervision of the University Provost, no later than the 15th of May in each academic year. These numbers shall be adjusted as necessary to reflect additional colleges or schools. Seven (7) members shall serve on any case. In the event that a regular member of the Committee removes themselves from a case, is unable to serve, or is challenged by the faculty member under review or the Administration, and the Committee number drops below seven (7), members of the FRW shall be asked to volunteer, bringing Committee membership to 7. If more than seven (7) members of the URC are available to serve, the Committee members will decide on the seven (7) who shall serve on any one case. Members of the University Grievance Committee shall not be eligible to serve on the URC. Members of the URC shall serve for three-year terms.

### **5. Hearing Procedures**

#### **5.1 Disqualification and Challenges**

Members of the University Review Committee deeming themselves disqualified for bias or interest shall remove themselves from the case. If a party believes that any member of the URC should be removed from the case for bias or interest, the party will bring the issue to the other members of URC assigned for the case for decision. Each party shall have a maximum of two (2)

challenges without stated cause. When the charges are based upon severe long-term physical or mental disability, the URC may seek consultation by one (1) or more independent experts. The consultants' report(s) shall be in writing and shall be made available to the faculty member and the Administration for examination and, if necessary, response.

## **5.2 Prehearing Meetings**

The URC may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to

- (a) Simplify the issues,
- (b) Effect stipulations of fact,
- (c) Provide for the exchange of documentary or other information, and
- (d) Achieve such other appropriate pre-hearing objectives as will seek to make the hearing fair, effective, and expeditious.

## **5.3 Notice and Waiver of Hearing**

Service of notice of the hearing with specific charges in writing shall be made at least twenty (20) days prior to the hearing. The faculty member may elect to submit a written response to the charges at any time before the hearing. The faculty member may waive a hearing, in which event the faculty member may elect to respond to the charges in writing in lieu of 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 URC will evaluate all available evidence and rest its recommendation upon the evidence in the record.

## **5.4 Public or Private Hearing**

The URC, in consultation with the President or the President's delegate and the faculty member, shall exercise its judgment as to whether the hearing should be public or private.

## **5.5 Academic Advisors and Counsel**

The faculty member shall be entitled to have an academic advisor (internal or external) and/or legal counsel of their own choice attend and participate in the proceedings. If the faculty member's legal counsel participates in the proceedings, the Administration may also have its legal counsel attend and participate.

## **5.6 Hearing Record**

A verbatim record of the hearing or hearings shall be taken, and a copy shall be made available to the faculty member, at the faculty member's request.

## **5.7 Burden of Proof**

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.

## **5.8 Adjournments**

The URC shall grant reasonable adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

## **5.9 Witnesses and Evidence**

The faculty member shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The Administration shall cooperate with the URC in securing witnesses and making available documentary and other evidence.

## **5.10 Examination of Witnesses**



The faculty member and the Administration shall have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee will identify the witnesses, disclose their statements, and if possible provide for interrogatories.

### **5.11 Testimony on Competence**

In the hearing of charges of gross incompetence, the testimony shall include that of qualified faculty members from the University or from other institutions of higher learning.

### **5.12 Rules of Evidence**

The URC shall not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available. . If a provision of this Article conflicts with applicable law, the process under this Article will be deemed amended to the extent required to comply with law, and only with respect to that particular proceeding. This can arise, for example, if the faculty member who is the subject of a dismissal proceeding is ordinarily a resident outside the United States and the laws of that jurisdiction require different measures or with respect to a proceeding under the University's Title IX Sexual Harassment Policy and Procedures which has been adopted to comply with law.

### **5.13 Decision Basis**

The findings of fact and the decision shall be based solely on the hearing record.

### **5.14 Public Statements, Publicity and Notice of Decision**

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 administrative officers shall be avoided as far as possible until the proceedings have been completed, including consideration by the Board of Trustees. The President and the faculty member shall be notified of the decision of the URC in writing and shall be given a copy of the record of the hearing.

### **5.15 Report of Decision**

Decisions of the URC will be made by a majority vote of all members designated to hear the case present and voting. If the URC does not conclude that "adequate cause" for dismissal has been established by the evidence in the record, it shall so report to the President. If the URC concludes that "adequate cause" for a dismissal has been established, but that an academic penalty less than dismissal would be more appropriate, it shall so recommend, with supporting reasons. In either case, the report should state the vote of the URC and the reasons behind all votes. The President may accept or reject the URC report, and if the President rejects the report, the President shall state in writing, to the URC and the affected faculty member, and provide an opportunity for response before transmitting the case to the Board of Trustees.

### **5.16 Rules of Procedure**

In other respects, the URC shall determine its own rules of procedure, including the question of permitting outside observers.

## **6. Final Decision**

If the URC concludes that "adequate cause" for dismissal or other severe sanction has been established by the evidence in the record, it shall so report to the President. If dismissal or other severe sanction is recommended, the President will, on request of the faculty member, transmit to the Board of Trustees the record of the case. The Board of Trustees' review will be based on the record of the committee hearing, and it will provide an opportunity for argument by the parties to the hearings or by their representatives. At the Board's discretion, such argument may be written or oral or both. If the Board finds that it cannot concur with the recommendation of the URC, or if it requires clarification of the recommendation, it may return the matter to the Committee for reconsideration. In the event of

such reconsideration, the Committee shall take into account any objections or questions raised by the Board, and it may receive new evidence, if necessary. The Board's final decision shall be communicated to the faculty member and the URC.

## **XII. Procedures for Imposition of Sanctions Other Than Dismissal**

## 1. Procedures

If the Administration believes that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave to justify imposition of a severe sanction, such as suspension from service for a stated period, the Administration may institute a proceeding to impose such a severe sanction. The procedures used in effecting Dismissal for Cause shall govern such a proceeding.

## 2. Minor Sanctions

If the Administration believes that the conduct of a faculty member justifies imposition of a minor sanction, such as a reprimand, it shall notify the faculty member of the basis of the proposed sanction and provide the faculty member with an opportunity to persuade the Administration that the proposed sanction should not be imposed.

## 3. Right to Appeal

If a sanction is imposed under Section XII.1 above, the faculty member shall have the right to appeal the matter to the University Grievance Committee, which shall seek to bring about a resolution. If the Grievance Committee concludes that a major sanction was incorrectly imposed under this paragraph, it shall recommend to the President that the matter be resolved in an alternative manner or that it be referred to the University Review Committee for a full hearing in accordance with the procedures established for effecting Dismissal for Cause. If the matter is referred to the University Review Committee, imposition of the sanction shall be suspended pending a final determination on the matter through the hearing process. If the University Grievance Committee concludes that the sanction was minor in nature, but that it is unable to achieve a mutually agreeable resolution with the faculty member, the Committee's recommendation on the propriety of the sanction shall be made to the President in accordance with the normal grievance procedure. Minor sanctions are not appealable.

# XIII. Termination due to Discontinuance of an Academic Program or Department

Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may occur as the result of *bona fide* formal discontinuance of an academic program or department of instruction. The following standards and procedures shall apply:

## 1. Discontinuance of an Academic Program or Department

The decision to discontinue an academic program or department of instruction shall be based on educational considerations, which shall not include cyclical or temporary variations in enrollment. Such a decision shall reflect long-range judgments that the educational mission of the University as a whole will be enhanced by the discontinuance. The committees and administrators considering formal discontinuance of a program or department, should take into account the cost of relocation, retraining, or termination of faculty in the program or department.

## 2. Consultation with Faculty

In considering formal discontinuance of an academic program or department of instruction, the Administration shall first consult with the faculty of the affected program or department. The faculty's recommendation and other evidence bearing on the issue shall be reviewed by the appropriate faculty committee at the next higher level of governance. That committee shall report to its faculty constituency before making a final recommendation on the matter to the appropriate administrator. The committee's recommendation shall be given great weight by the Administration. In the event the Administration disagrees with that recommendation, the University Provost shall meet with the committee to discuss the reasons for such disagreement, before making a final decision on the matter. The University Provost shall communicate the University Provost's final decision and the reasons therefore in writing to the appropriate faculty constituency.

### 3. Placement or Reassignment of Affected Faculty

Before the Administration issues notice to a tenured faculty member of its intention to terminate an appointment because of formal discontinuance of a program or department, it will make every reasonable effort to place the faculty member concerned in another suitable position. If a full teaching load in the faculty member's discipline is regularly carried by part-time or by untenured full-time faculty elsewhere at the University, the faculty member shall be entitled to reassignment to that department, College, or School, unless it is determined, through the normal governance processes, that such reassignment would have a serious adverse impact on the academic program in the receiving unit. If a probationary faculty member is displaced as a result of such reassignment, the notice provisions of this Section shall apply to that faculty member.

### 4. Retraining

If consultation with the receiving unit (including, where appropriate, the department, EPC, and Dean/Director) can establish that a limited period of additional training would lead to acceptance of the faculty member in a position outside their department or discipline, the University shall, upon request by the faculty member, provide a reasonable amount of financial and/or other support for such training.

### 5. Notice of Termination and Terminal Leave

If termination of a probationary or tenured faculty member becomes necessary because of formal discontinuance of a program or department, the faculty member shall receive notice of such termination as follows:

#### 5.1 Notice of Termination

- 5.1.1 First and Second Year Faculty.** A probationary faculty member in the first or second year of service at the University, shall receive notice at least six (6) months or one (1) semester, whichever is greater, prior to the date of termination.
- 5.1.2 Other Probationary Faculty.** A probationary faculty member in his third (3<sup>rd</sup>) year of service at the University or later shall receive notice at least twelve (12) months or two (2) full semesters, whichever is less, prior to the date of termination.
- 5.1.3 Tenured Faculty.** A tenured faculty member shall receive notice at least twelve (12) months or two (2) full semesters, whichever is greater, prior to the date of termination.

#### 5.2 Terminal Leave

At the University's option, the faculty member may be placed on terminal leave at full pay, in lieu of notice, for all or part of the required notice period. Full pension and health benefits shall continue during this notice period. Termination occurs at the end of the notice period.

#### 5.3 Terminal Pay

A tenured faculty member who has been terminated because of formal discontinuance of a program or department shall also receive an award for past service in an amount equal to one (1) month's salary for each full year of tenured service at the University, with a minimum of three (3) and a maximum of twelve (12) such additional months. The award will be paid at the rate of one-twelfth (1/12) of the regular annual salary for each month.

#### 5.4 Terminal Benefits

A faculty member who has been terminated because of formal discontinuance of a program or department may elect to purchase continuing health benefits as permitted by Federal Law. A tenured faculty member with at least ten years of continuous full-time service who is age 62 or over at the date of termination may elect to continue coverage of health benefits pursuant to the provisions of Section XX.2.2.

## **5.5 Additional Benefits**

All other tenured faculty members shall receive an additional monthly payment during the period of the award for past service. This payment will be equal to 150% of the University's cost of health benefits for an active faculty member, using the rates in effect on the date of termination.

## **5.6 Limits on University's Obligation**

The combined award for past service and additional payment, if any, for health benefits shall constitute the University's total obligation to tenured faculty members for past service. The award and any additional payment are not contingent on the faculty member's election to continue health benefits and shall not impose any obligation on the University to offer health benefits except as provided in Section XX.2, and required by Federal Law.

## **5.7 Termination of Benefits upon Reemployment**

If a tenured faculty member who has been terminated because of formal discontinuance of a program or department accepts a new position during the period of payment of any award for past service, such payments as well as the additional payments, if any, for health benefits may be adjusted by the amount of their new salary.

## **6. Appeals Process**

A faculty member may appeal a proposed reassignment or termination resulting from discontinuance to the University Review Committee. Such an appeal must be filed with the Office of the University Provost no later than thirty (30) days from the receipt of notice of reassignment or termination. The University Review Committee shall deal with the matter expeditiously, but it shall preserve the essentials of an on-the-record adjudicative hearing, giving both the faculty member and the Administration a full opportunity to present their respective cases. The URC shall make its recommendation to the President as in Section XI.5.15.

# **XIV. Faculty Workload**

## **1. Full-time Faculty Workload**

### **1.1 Workload Activities**

Faculty workload is usually described in hours per week of formal class meetings. However, the University recognizes that the academic workload of a faculty member encompasses a broader range of professional activities and practice. Assignment of an individual faculty member's workload must, therefore, take account of:

- (a)** Instruction and preparation of courses.
- (b)** Student supervision and instruction in laboratories, studios, and other group settings.
- (c)** Supervision of students in tutorials, independent study, theses, projects, practica, internships, student teaching, or dissertations.
- (d)** Research or other creative activity and curriculum or pedagogical development.

- (e) Non-instructional academic activities such as committee service or special administrative assignments.
- (f) Student advisement and counseling.

## **1.2 Standard Workload**

In the absence of other substantial commitments, the standard annual academic load consists of 24 contact hours of undergraduate or graduate teaching plus a reasonable and limited amount of time devoted to such activities as student advisement and counseling, supervision of independent study, individual research or other creative activity, new course development, and committee or other governance service. In every semester, each faculty member, except for those teaching studio courses and those teaching in clinical settings, must teach at least one (1) lecture course.

## **1.3 Released Time**

To take account of and to permit other substantial activities as part of a faculty member's academic load or to recognize special demands in the instructional area (such as unusual course preparation requirements, excessive class sizes, or substantial commitments in the area of graduate instruction), the teaching component of a faculty member's load may be adjusted through released time, subject to the recommendation of the Department Chair and the approval of the College Dean or School Dean/Director. With regard to course preparations, it is understood that, under normal circumstances, a semester teaching load includes no more than three (3) separate preparations, of which no more than one (1) should be a course new to the faculty member. Where the released time being considered is for research or other creative activity, the College Dean or School Dean/Director will consult with an appropriate faculty committee to obtain and encourage peer review.

## **2. Summer Session and Overload Assignments**

### **2.1 Compensation**

Compensation rates for summer session and overload teaching are determined on a University-wide basis.

### **2.2 Full-time Faculty Priority**

Normally, full-time faculty shall have priority over part-time faculty in summer session and overload teaching assignments.

## **3. Released Time and Summer Compensation for Department Chairs**

### **3.1 Released Time**

Chairs shall be granted released time for performance of administrative duties. The load reduction may range from three (3) credit hours per academic year to nine (9) credit hours per semester, depending upon the size and complexity of the department. Additional released time may be allocated to deputy chairs, as required by the size or complexity of the department.

### **3.2 Department Chair's Teaching**

It is expected that the Department Chair will normally teach at least three (3) contact hours per semester. However, this provision is not intended to preclude released time for research for department chairs.

### **3.3 Compensation**

Summer compensation for Department Chairs shall take the form of a summer stipend (in an amount established on a University-wide basis) or a 12-month appointment, depending upon the size and complexity of the department. Department Chairs with 12-month appointments are expected to devote full time to University activities during the summer months, except for a one (1) -month vacation period.

## **XV. Research and Travel**

### **1. Research**

The University recognizes the importance of research and other creative activity as an integral part of the professional growth of the faculty and the development of the University, and as a complement to creative teaching.

#### **1.1 Grant Applications**

To this end the University encourages faculty members to apply for appropriate federal, state, and private sector grants and contracts in support of research or other creative activity. The University shall assist faculty members in the preparation, expeditious internal review, and timely submission of grant proposals through the Office of Grants and Sponsored Projects.

#### **1.2 Approval Process**

Proposals for support of research programs in the form of grants and contracts with outside agencies must be approved in accordance with University procedures and practices. Use of University facilities and equipment minimally requires the prior written permission of the Department Chair and College Dean or School Dean/Director and, in certain circumstances, the University Provost. The Department Chair and the College Dean or School Dean/Director shall be advised in writing periodically of the progress of such programs.

#### **1.3 Matching of Funded Load Reduction**

The University shall permit faculty members seeking external funding to include in their grant or contract proposals provisions whereby the University shall match any externally funded load reduction if the grant requires it and/or if the load reduction would not result in an academic or teaching hardship within the department. Load reductions supported by funded research shall be made pursuant to the terms of the contract or grant award. Reduced load for unsponsored research also may be assigned in accordance with the academic load provisions of this Handbook.

#### **1.4 University Grants-in-Aid**

The University shall provide a special University Grants-in-Aid research fund, to be augmented where possible by foundation gifts specifically designated for general research, for the internal support of scholarly work or seed research programs by individual members of the faculty. Awards for grants in aid shall be determined by individual Colleges and Schools in accordance with policies developed by the Academic Policies and Research Committee.

### **2. Travel**

Requests for travel funds for participation of faculty at professional and scholarly meetings shall be made through the Department Chair and approved by the College Dean or School Dean/Director. Requests for University funds for international travel must be approved in advance by the University Provost. Reimbursement for travel expenses will be in accordance with established University policies.

## **XVI. Faculty Rights and Responsibilities**

### **1. Classroom Environment and Meeting Classes**

The primary professional responsibility of each faculty member is to the University community. A faculty member has the right and responsibility to maintain a classroom environment conducive to learning. They shall meet each class as scheduled and adhere to the standards of the profession and to University and College policies and regulations.

### **2. Faculty Responsibilities**

Faculty are expected to keep informed of contemporary developments in their field of specialization through scholarly activity and research, to manifest objectivity and fairness in their relationships with members of the University community, to participate as necessary in student advising and in the academic review process, and to maintain reasonable adherence to course descriptions in accordance with the representations of the University Bulletin and other official University publications.

### **3. Committee Service and Commencement**

Faculty are expected to serve conscientiously on committees to which they are elected, to act as a resource to student organizations, and to attend commencement exercises.

### **4. Office Hours and Meetings**

While fulfillment of professional responsibilities cannot be measured by any simple time standard, during the academic year all full-time faculty shall spend sufficient hours on campus as part of their academic workload responsibilities to cover at least three (3) office hours per week, as well as appropriate committee assignments and scheduled meetings.

### **5. Research and Professional Activities**

The University encourages faculty participation in professional activities which contribute to the faculty member's knowledge, qualifications, and reputation, to the extent that these activities do not interfere with their primary responsibility to the University. The faculty member should cooperate with the University in striving to inform both the University community and the outside community of achievements resulting from such activities.

### **6. Facilities and Support**

The University shall strive to provide faculty members with:

#### **6.1 Office Space, Staff, and Computing**

Adequate office space, secretarial and duplicating support, and access to computing facilities.

#### **6.2 Research Support**

Research support, including extended library services by membership in consortia, inter-library loans, and access privileges to other libraries and colleges.

#### **6.3 Laboratory Facilities**

Reasonable laboratory and clinical facilities for individual research.

#### **6.4 Other Facilities**

Faculty lounge and dining facilities, designated parking areas, and access to athletic facilities and events.



## **XVII. Non-University Employment**

### **1. Non-University Employment**

Professional consulting activities are often not only of economic benefit to a faculty member but can also contribute to their professional development and effectiveness as a teacher. Therefore, the University encourages such activities, to the extent that they do not interfere with the faculty member's primary obligation and responsibility to the University during the academic year, and subject to the following guidelines:

#### **1.1 Limit on days**

For full-time faculty, consulting activity or other non-University employment should be limited to an average of one (1) day per week.

#### **1.2 Notice to University**

The faculty member shall notify the Department Chair and College Dean or School Dean/Director of all compensated consulting activities or other non- University employment, along with the time commitments they entail.

#### **1.3 Use of the University's Name**

The name of the University shall not be used, except to identify the consultant as a member of the University's faculty and to indicate their position. The faculty member is expected to advise the client that the University is not party to the consulting agreement.

#### **1.4 Compensation for Consulting**

Compensation for consulting services shall be subject to arrangement between the faculty member and the client and shall not involve the University.

#### **1.5 Use of University Facilities**

Contracted consulting services requiring the use of University facilities shall be subject to approval by the College Dean or School Dean/Director.

#### **1.6 Required Approval**

Teaching or other employment at another institution of higher learning requires the approval of the College Dean or School Dean/Director.

## **XVIII. Faculty Personnel Files**

### **1. Categories of File**

The University shall maintain only two categories of personnel files for each faculty member.

#### **1.1 Pre-Employment File**

There shall be a pre-employment file which shall contain all and only materials requested or received by the University in connection with the original employment of the faculty member. Letters of recommendation and other material submitted prior to employment, with the understanding that they be kept confidential, shall be kept exclusively in this file. Copies of non-confidential materials received prior to employment shall be kept in the faculty member's official personnel file described below. The pre-employment file shall be kept by the University Provost or their designee.

## **1.2 Official Personnel File**

There shall be an official personnel file which shall be maintained by the Dean/Director of the faculty member's College or School. A copy of this file may be maintained by the Chair of the faculty member's department. Only the official personnel file shall be used for purposes of the faculty personnel review process.

## **2. Additional University Records**

The University may maintain records dealing with routine matters, including but not limited to payroll and benefits. Upon request, faculty members shall be provided with adequate and appropriate information from such records to meet their stated need.

## **3. Personnel File Contents**

The official personnel file of each faculty member shall include, but not be limited to: the latest updated Faculty Activity Summary (see Appendix A); materials indicated in Section XVIII.1.1 above; all written materials pertinent to faculty status actions; all non-student evaluations of teaching; statistical summaries of student evaluations; material relating to academic and professional accomplishments and University and community service; memoranda of discussion between the faculty member and the Department Chair, College Dean or School Dean/Director, or other colleagues relating to evaluations of their professional performance, after such memoranda have been sent to the faculty member involved; and Memoranda on Appointment, with salary information deleted.

## **4. Right to Include Material**

The faculty member shall have the right to include in this file any other material they consider relevant. Where such material infringes upon the confidentiality of material relevant to other faculty members, it may be included only with the written consent of the other affected faculty members.

## **5. Right to Review Prior to Inclusion**

The faculty member shall be notified of and have an opportunity to read all materials originating in the department prior to their inclusion in the personnel file. They shall be notified promptly of any other materials placed in the personnel file. All materials added to the faculty member's personnel file shall be submitted to the Office of the College Dean or School Dean/Director, with a copy to the faculty member's Department Chair. Date of receipt shall be noted, and such papers shall be sequentially numbered and logged.

## **6. Faculty Access to Personnel File**

The official personnel file shall be available for examination and review by the faculty member at reasonable hours in an area designated by the College Dean or School Dean/Director. In each file, a log shall be kept of individuals who have had access to the file. A faculty member shall be permitted to make copies of materials in their personnel file at their own expense.

## **7. Committee Access**

The personnel file shall be made available to committees and individuals responsible for the review and recommendations of the faculty member with respect to reappointment, promotion, tenure, and other matters of faculty status. The contents of such file shall be maintained in confidence.

## **8. Allegations of False Contents**

If a faculty member alleges that some of the contents of their file are demonstrably false (excluding judgmental observations, such as faculty and student evaluations), the following opportunities shall be available to the faculty member:

### **8.1 Right to Rebut**

The faculty member may include in the file any rebuttal material they choose.

### **8.2 Right to Appeal**

The faculty member may appeal to the College Dean or School Dean/Director to have such materials removed from the file and destroyed. Before rendering a decision, the Dean/Director shall meet with the SLPR committee to review the material alleged to be false, the rebuttal, and evidence submitted by the faculty member. The decision of the Dean/Director shall rely heavily upon the recommendation of the SLPR. Should the Committee disagree with the decision of the Dean/Director, it shall so note in the personnel file, stating its reason.

## **XIX. Leaves of Absence**

### **1. Sabbatical Leaves**

Sabbatical leaves are among the most important means by which a faculty member's teaching effectiveness may be enhanced, their scholarly usefulness increased, and the University's academic program strengthened or developed. The major purpose shall be to provide an opportunity for continued professional growth or for new, or renewed, intellectual achievement. Sabbaticals may also be appropriate for projects of direct benefit to the University and for public or private service outside the University.

#### **1.1 Eligibility**

A faculty member shall become eligible to take a sabbatical leave beginning in the seventh year of continuous full-time service at the University and every seventh year following the year in which the previous sabbatical was granted. A faculty member shall not be granted a sabbatical leave which would take place during a retirement or terminal appointment.

#### **1.2 Duration & Compensation**

For faculty members on an academic year appointment, a sabbatical leave may be for one (1) semester at full salary or for two (2) semesters at half salary. For faculty members on a twelve (12) - month appointment, the sabbatical leave may be for six (6) months at full salary or for one year at half ( $\frac{1}{2}$ ) salary. A limited number of full-year sabbaticals at three-quarter ( $\frac{3}{4}$ ) salary will be made available for faculty whose proposals for such leaves are of exceptional quality and whose records of teaching, scholarship and service to the University give evidence which would lead to a reasonable expectation of significant professional development and/or achievement during the sabbatical.

#### **1.3 Approval Procedure**

The process of approval of sabbatical leaves shall continue according to present policies and using the normal faculty status review procedures.

##### **1.3.1 The Application**

The application for a sabbatical leave shall include a statement of the applicant's plans for the leave in sufficient detail to permit the participants in the faculty status review process to make a reasonable judgment regarding the merits of the proposal. Applicants are encouraged to consult with their department chairs or deans/directors in an effort to strengthen their proposals.

##### **1.3.2 Staffing Needs**

Granting of sabbatical leaves shall be made in a manner which minimizes the dislocation to the faculty member's department and staffing needs of the department need to be considered in the granting of such leaves.

### **1.3.3 Frequency of Leaves.**

No faculty member shall receive more than one (1) sabbatical leave in any given six (6) year period, except at the discretion of the University Provost.

## **1.4 Deadlines**

A faculty member may apply for a sabbatical leave in the fall of the academic year either one (1) or two (2) years preceding the year in which the leave is to be taken. The application must be made no later than October 1. A faculty member whose application is made and approved two (2) years before the leave is to be taken shall either confirm or describe changes in the sabbatical plans in writing to the College Dean or School Dean/Director by February 1 of the academic year preceding the academic year in which the sabbatical leave is to be taken. If the Dean or Director, in consultation with the Department Chair, determines that the plan has changed significantly, the Dean may initiate a formal re-evaluation of the sabbatical through the faculty review process. That review shall be completed no later than March 30.

## **1.5 Remuneration**

A faculty member on sabbatical leave may accept remuneration primarily intended to defray costs of research, travel, and incremental living expenses.

## **1.6 Sabbatical Report**

A report on the activities of the faculty member during the leave shall be submitted to the Department Chair and to the colleagues in the faculty member's discipline no later than the end of the first semester following their return. A copy shall be placed in the faculty member's personnel file and a copy forwarded to the College Dean or School Dean/Director. It is expected that appropriate presentations will also be made to colleagues and students. The achievements of prior sabbatical leaves are directly relevant and shall be reviewed when subsequent applications for sabbatical or scholarly leaves are submitted.

## **1.7 Deferral of a Leave**

Once a sabbatical leave is granted, it may be deferred, subject to the staffing needs of the department. Such deferral must have the approval of the Department Chair and College Dean or School Dean/Director.

## **1.8 Return from Sabbatical Leave**

**1.8.1 Summer Teaching.** Faculty members on academic-year appointments who are granted a sabbatical leave may teach during the Summer Sessions.

**1.8.2 Obligation to the University.** A faculty member is obligated to remain in the employ of the University for a period equal to that of the sabbatical leave, after completion of such leave.

## **2. Other Leaves with Pay**

A leave of absence with pay is a leave during which a faculty member is not required to perform their regular University duties, but during which they receive full or partial compensation.

### **2.1 Retraining Leaves**

A limited number of retraining leaves with remuneration up to full salary for a full year may be made available at the discretion of the Administration and subject to the following provisions:

- 2.1.1 Purpose.** A retraining leave is for retraining which would lead to reassignment from an area where a faculty member's services are no longer required or, in the future, may no longer be required, to a discipline where additional faculty are needed. The potential receiving department shall be consulted with respect to both the proposed retraining plan and the reassignment. In addition, the University will consider funding a portion of verified educational costs.
- 2.1.2 Required Faculty Commitment.** Faculty members receiving financial support for a retraining leave in excess of that ordinarily provided for a sabbatical leave may be required to extend their commitment to return to full service at the University for a period of at least one year and possibly longer, if requested by the University at the time the leave is granted. Terms and conditions of retraining leaves which provide supplemental financial support shall be reduced to writing. The selection of individuals receiving such supplemental financial support shall not be subject to the grievance procedures set forth in this Handbook.
- 2.1.3 Approval Procedures.** The process and procedures for faculty status review shall not apply to retraining leaves. The Administration shall determine appropriate procedures, including time considerations, for retraining leave applications.

## 2.2 Medical Leaves

- 2.2.1 Brief Absence and Class Coverage.** A faculty member who is unable to work because of illness or disablement for one (1) or two (2) days must notify their Department Chair (or equivalent) at once of the reason for the absence and its estimated duration. It is expected that, as a matter of professional courtesy, faculty colleagues will substitute for the absent member in teaching assignments without receiving additional compensation, and the Department Chair shall make every effort to arrange for such substitutes. Where this is not possible, the faculty member will be expected to make up any missed classes as soon as possible upon returning to work. It is expected that faculty members will exercise the benefit described in this Section with discretion, in order that there be no dislocation to the academic program or inconvenience to students or faculty colleagues.
- 2.2.2 Medical Leave.** A faculty member who is unable to work for more than one (1) week because of illness or disablement shall be granted a leave of absence in accordance with the following procedures:

The faculty member shall notify (or cause to be notified) the Department Chair (or equivalent) and the University Department of Human Resources of the illness or disablement as promptly as possible. Within two (2) weeks of the inception of the illness or disablement, the University Department of Human Resources shall be provided with a physician's statement indicating the date of inception, nature, and estimated duration of the illness or disablement. The University Department of Human Resources shall provide appropriate information to the College Dean or School Dean/Director. The two (2) week notification period cited above may be extended in emergency or unusual situations at the discretion of the University Department of Human Resources. When a faculty member knows in advance of an expected absence due to temporary disablement, they shall notify the Department Chair (or equivalent) of this fact at once and may continue to work, provided they are physically able to perform the normal duties adequately and safely. Upon receipt of such notification, the Department Chair shall inform the Dean/Director of the expected absence.

**2.2.3 Disability Benefits.** During the period of disability, the faculty member shall receive an amount equal to the difference between the temporary disability insurance payments to which they are entitled and their full or partial salary payment pursuant to the schedule set forth below for a cumulative period not to exceed the following limits in any one (1) academic year:

(a) One (1) month's full salary for a faculty member in the first year of service at the University;

(b) Four (4) month's full salary for a faculty member in the second (2<sup>nd</sup>) year or more of service at the University. Faculty members in their second (2<sup>nd</sup>) or more years of continuous service at the University shall be entitled to receive eighty (80) percent of their base salary for an additional period of leave up to two (2) months for any academic year. Should such leave begin in one (1) academic year and extend into the succeeding academic year, the faculty member shall continue to be paid in the subsequent academic year to the extent of the remaining entitlement under the foregoing formula. Such formula shall not be re-applied for the same illness or disability until the faculty member has resumed normal full-time duties for a period of thirty (30) consecutive days. When a faculty member becomes eligible for receipt of payment under Long Term Disability Insurance, the faculty member is no longer eligible to receive payment from the University.

**2.2.4 Extension of Leave.** Upon submission of medical evidence of need to the University Department of Human Resources, medical leave may be extended without pay for an additional period of up to one (1) year.

**2.2.5 Benefits During Unpaid Leave.** During an unpaid medical leave of absence, the University shall continue to pay its required premiums for the insured benefits selected by the faculty member. It shall also pay the faculty member's required premiums for dependent coverage, if such coverage was in force prior to the medical leave.

**2.2.6 Requirements Upon Return.** Upon return from leave, the faculty member shall submit to the University Department of Human Resources a physician's statement certifying that the faculty member has recovered and can resume their normal duties without restriction. The fact that the faculty member is able to return will be communicated to the Department Chair and the College Dean or School Dean/Director. The University may, at its option, refer the faculty member to a mutually acceptable physician for an examination prior to the faculty member's resumption of their duties. The findings of such physician with regard to the faculty member's ability to return to work shall be conclusive.

**2.2.7 Long Term Disability.** In the event a faculty member continues to be disabled after being on medical leave for eighteen (18) months, the University's obligation under Section XIX.2.2.5 above shall cease. Such a faculty member shall be deemed to be either on "indefinite medical leave with recall rights" or on "indefinite medical leave."

The status of being on "indefinite medical leave with recall rights" shall apply to tenured faculty members who are medically disabled and who have exhausted medical leave privileges. Such faculty members shall have the right to reinstatement to full-time status with their last rank and tenure, provided an authorized vacancy exists in their department and they comply with Section XIX.2.2.6 above. The status of being on "indefinite medical leave" shall apply to non-tenured faculty members who are medically disabled and who have exhausted medical leave privileges. Such faculty members may be reinstated at

their last rank, if such reinstatement is recommended through their department's appointment process and they comply with Section XIX.2.2.6 above.

**2.2.8 Credit Towards Probationary Period.** Medical leave in excess of six (6) months shall not be counted toward the probationary period for tenure.

**2.2.9 Childbirth.** The provisions of this Section shall apply in all respects to a faculty member's temporary illness or disablement caused or contributed to by pregnancy, childbirth, and/or recovery therefrom.

## **2.3 Parental Leaves of Absence**

In cases where no temporary illness or disablement is caused or contributed to by reason of childbirth, maternity leave with pay, in accordance with this Section, shall be granted for a reasonable period of time, in accordance with state law. Where circumstances warrant it, paternity leave with pay for a period not to exceed one (1) month may be approved by the College Dean or School Dean/Director.

## **2.4 Personal Emergencies**

A faculty member who, as a result of a personal emergency, is unable to work for one (1) or two (2) days must notify their Department Chair (or equivalent) at once of the reason for the absence and its estimated duration. It is expected that, as a matter of professional courtesy, faculty colleagues will substitute for the affected individual in their teaching assignments without receiving additional compensation, and the Department Chair shall make every effort to arrange for such substitutes. The Department Chair shall notify the College Dean or School Dean/Director of the absence and of the arrangements made to cover or make up the class time.

Where it is not possible for faculty colleagues to substitute, the faculty member will make up any missed classes as soon as possible upon their return to work. It is expected that faculty members will exercise the benefit described in this Section with discretion in order that there be no dislocation of the academic program and minimal inconvenience to students and faculty colleagues.

## **2.5 Jury Duty**

A faculty member who must be absent from their regular duties by reason of jury duty shall receive full compensation from the University during such period. The faculty member shall make every effort to fulfill any jury duty obligation at such time as not to interfere with their teaching responsibilities.

## **2.6 Short-Term Professional Leaves**

A short-term professional leave of absence with full pay for outside professional activities related to University responsibilities may be approved by the College Dean or School Dean/Director upon the recommendation of the faculty member's Department Chair.

## **2.7 Stopping the Tenure Clock**

An untenured faculty member who becomes the parent of a newborn or newly adopted child may choose to take a one-year extension of the pre-tenure probationary period for each child, up to a maximum of two years. This applies to faculty of any gender and includes same-sex domestic partnerships that are recognized by the University. The request for such an extension should be submitted in writing no later than the end of the fifth year of the probationary period to the College Dean or School Dean/Director and to the Office of the University Provost. In cases where the birth or adoption is expected to occur during the tenure review year, the Dean/Director must be notified when the leave is requested. In cases where both parents are tenure-track faculty at the University, only one faculty member may stop the clock for each child.

## **3. Unpaid Leaves of Absence**

### 3.1 Categories

Unpaid leaves of absence shall fall into two categories:

(a) Scholarly Leaves, and

(b) Personal Leaves.

**3.1.1 Scholarly Leave.** A scholarly leave may be granted only on the basis of evidence that the activity to be undertaken during such leave will contribute to the professional and scholarly qualifications of the faculty member. Scholarly leaves may be granted to faculty members for the purpose of pursuing graduate studies leading to a terminal degree in the faculty member's primary discipline or in another discipline when that will benefit the University.

**3.1.2 Personal Leave.** A personal leave is a leave which is not a scholarly leave and which is granted for matters of a non-medical nature of such significance as to warrant a faculty member's absence from their faculty responsibility.

### 3.2 Eligibility

To be eligible for a scholarly or personal leave without pay, a faculty member must be a full-time member who has completed two (2) years of continuous full-time service at the University. This eligibility requirement may be waived at the discretion of the University Provost (or their designee).

### 3.3 Application for Leave

Scholarly and personal leaves require the recommendation of the faculty member's Department Chair and College Dean or School Dean/Director and the approval of the University Provost (or their designee). Applications shall be filed in a timely manner, so as to give the faculty member's department adequate notice of the anticipated leave. Applications for leave shall include the following information: (a) the purpose of the leave; (b) the duration of the requested leave; and (c) in the case of a request for scholarly leave, evidence that the activity to be undertaken during the leave will contribute to the professional or scholarly qualifications of the faculty member.

### 3.4 Review of Application

Those reviewing the application for personal or scholarly leave shall base their review on:

- (a) Whether the granting of the requested leave will have a seriously adverse effect upon the department, and
- (b) In the case of a scholarly leave, whether the purpose of the leave is sufficiently scholarly to qualify it as a scholarly leave as described in Section XIX.3.1.1.

The College Dean or School Dean/Director shall transmit the department's recommendation together with their own recommendation in the matter to the University Provost (or their designee) who shall grant the requested leave unless they conclude, on the basis of the recommendations received, that the granting of the leave will have a seriously adverse effect on the department.

### 3.5 Duration



Scholarly or personal leaves shall normally be for periods not to exceed one (1) semester. Under exceptional circumstances, such leave may be extended for up to an additional one and one half (1½) years. Application for such an extension must be made at least sixty (60) days before termination of the original leave and shall be processed in accordance with Sections XIX.3.3 and XIX.3.4. Failure to return to employment upon termination of such extended leave shall constitute voluntary termination of employment at the University.

### **3.6 Benefits**

During an approved personal leave, a faculty member may exercise the option of continuing all insured benefits normally provided them by the University by paying all the required premiums (both University and member premiums) for such benefits. A faculty member wishing to exercise this option must notify the Office of the University Provost of this fact and must make monthly payments for the cost of the required premiums. It is understood that failure to make such payments on a regular basis will result in loss of such benefits. During an approved scholarly leave, the University shall continue to pay its required premiums for the insured benefits elected by the faculty member, and the faculty member shall be required to pay their required premiums, including those for dependent coverage. It is understood that the University's obligation to make its required premium payments is limited to the faculty member's elected coverage to the extent that equivalent coverage is not received elsewhere by the faculty member during the leave.

## **4. Salary Increases and Return from Leave**

### **4.1 Base Salary Increases**

The base salary of a faculty member on leave under any of the provisions of this Article, except those on "indefinite medical leave," and "indefinite medical leave with recall rights," and on personal leave of more than one (1) semester, shall be augmented by all general increases which the faculty member would have received had they not been on leave.

### **4.2 Rights Upon Return**

Upon return from any leave described in this Article, the faculty member shall resume their position with all rights and benefits restored.

## **5. Activities During Leave**

A faculty member on any leave of a semester or more will normally not serve in an official capacity on any department, College or School, or University committee while on such leave. In such cases, the faculty member shall be replaced for the duration of the leave by an alternate or through a special election. A faculty member on leave may be a candidate for a position whose term will commence when they return from leave. However, a faculty member on leave for a semester or more may not vote in department, College or School, or University elections during such leave.

# **XX. Employee Benefits**

## **1. Retirement Plan**

The University provides for the retirement of full-time employees by offering the Fairleigh Dickinson University Retirement Plan. A copy of the Retirement Plan and information on its provisions is available from the Employee Benefits Office of the Human Resources Department.

### **1.1 Eligibility**

Faculty members hired as of January 1, 1999, or after may begin participation in the Retirement Plan on the first of the month following 24 continuous months after the first day of work pursuant to a contract for full-time service (the "waiting period"). The waiting period may be shortened by 12 or 24 months if the faculty member's immediately preceding employer met the eligibility requirements of Section 403(b)(1) of the Internal Revenue Code and provided for the immediate vesting of contributions, and the faculty member participated in such plan for 12 or 24 months. An "employer"

means an accredited institution of higher education for which the faculty member worked on a full-time basis during the entire academic year preceding their first semester at the University.

Further eligibility requirements and definitions are set forth in the Retirement Plan.

## 1.2 Pension Funds and Options

The plans currently being offered are the TIAA-CREF Retirement Plan and the TIAA-CREF Supplemental Retirement Annuity (SRA). The TIAA-CREF retirement plan is a defined contribution plan where the pension benefit provided upon retirement is based upon the lifetime contributions made to the plan. In addition, faculty who qualify may participate in the SRA plan. This plan permits faculty to shelter a portion of their salary from current taxation. Detailed information on TIAA-CREF, their pension plans, and their insurance plans is available directly from Teachers Insurance and Annuity Association in New York.

## 1.3 Contribution Methods

Plan contributions by participating faculty members will be deducted from base salary payments or, if elected by the participant, will be made on a tax-deferred basis under an agreement for salary reduction executed in accordance with Sections 403(b) and 415 of the Internal Revenue Code.

## 1.4 Contribution Levels

Contributions under the Retirement Plan begin when the University has determined that the faculty member who has elected to participate has met the eligibility requirements. No contribution will be made for a faculty member who does not agree to contribute three percent (3%) of base salary.

**1.4.1 Faculty Hired before January 1, 1999.** For faculty members hired before January 1, 1999, except in periods in which no salary is paid, contributions will be made in accordance with the following schedule which specifies plan contributions as a percentage of base salary:

	<u>Individual</u>	<u>University</u>	<u>Total</u>
Through 3 Years	3%	8%	11%
4th Year and over	3%	11%	14%

**1.4.2 Faculty Hired after January 1, 1999.** For faculty members hired as of January 1, 1999, except in periods in which no salary is paid, contributions will be made in accordance with the following schedule which specifies plan contributions as a percentage of base salary:

	<u>Individual</u>	<u>University</u>	<u>Total</u>
Period 1	3%	8%	11%
Period 2	3%	11%	14%

Period 1 shall mean seven (7) years of full-time employment without a break in service from the date of the first salary payment. Period 2 begins in the calendar year following the conclusion of Period 1. For determining Plan contributions, any shortening of the waiting period for eligibility under 1.1 above will be ignored.

Faculty members who elect to contribute to the Plan on a tax-deferred salary reduction basis may also make additional contributions to an SRA to the maximum extent permitted by the Internal Revenue Code.

### **1.5 Repurchase**

The University permits faculty to exercise any repurchase options permitted by the pension plan(s). However, at the present time TIAA-CREF places severe restrictions on repurchase options. These restrictions are described in individual TIAA-CREF contracts. Other restrictions are described in the University's Retirement Plan booklet.

## **2. Health and Welfare Benefits**

### **2.1 Benefits Available**

The University provides options for health and dental benefits, including various levels of coverage, plan deductibles, co-payment thresholds, as well as choices for managed care or traditional indemnity insurance. Vision care and basic life insurance for the faculty employee equal to one-time annual compensation subject to a maximum amount are automatically included with each option.

### **2.2 Eligibility**

These benefit plans are offered to all active full-time faculty. A tenured faculty member who retires from the University at age 62 or over with at least ten (10) years of continuous full-time service may elect to continue coverage of health benefits in retirement. If this coverage is elected, the University will continue to provide health benefits, as they are made available to currently active full-time faculty (subject to the limitations of Federal law), for the life of the retired faculty member. In addition, the University complies with Federal law regarding continuation rights of health benefits when eligibility ceases for a faculty member or covered dependent.

### **2.3 Cost**

The University provides a spending credit for the cost of these benefits. Depending on the option chosen by the participating faculty member, and whether single or family coverage is chosen, there may be payroll withholding or payroll credit. A description of the current benefits may be found in the plan booklet entitled "Choices for Tomorrow: Health & Welfare Benefits."

### **2.4 Faculty Senate Review**

These health and welfare benefits are subject to periodic review and evaluation in consultation with the Faculty Senate.

## **3. Other Benefit Information**

### **3.1 Life Insurance**

In addition to the basic life insurance described in Section XX.2, the University provides eligible faculty employees with the opportunity to purchase, at group rates, additional life insurance for themselves and life insurance for a spouse and eligible children. This life insurance program allows participating faculty the option to save, through payroll deductions, up to the maximum allowed by the Internal Revenue Code for tax-deferred interest.

### **3.2 Disability Insurance**

Short-term disability insurance is provided by a private plan carrier with coverage equivalent or better than the NJ State Plan. A statutory deduction is made from salary for this coverage. Long-term disability insurance is provided by the University at no cost for enrolled faculty members.

Eligibility for participation commences on the first day of the month following a faculty member's full-time appointment to the University.

### **3.3 Liability Insurance**

Faculty members, by virtue of their employment, are covered by the University's general and/or professional liability insurance for claims made against them, subject to certain exclusions. Included among the exclusions are illegal acts and acts outside the scope of their employment. Details regarding other specific exclusions and limits on coverage may be obtained from the Office of the Treasurer. The University will offer to provide a defense for faculty against claims arising out of an act committed within the scope of their employment. At the point that the University determines that it is probable that the alleged act from which the claim arose was illegal, outside the scope of the faculty member's employment, or that the interests or position of the University and the faculty member place them in conflict, the faculty member must assume the responsibility and cost of their own defense.

### **3.4 Coordination of Benefits**

When a person is covered for benefits by more than one group plan, the Coordination of Benefits provision allows that person to collect up to, but not more than, 100% of the total eligible expenses incurred. There are specific rules that determine which plan will pay first (primary) and which plan will be secondary. Generally, the University's Group Plans are the primary payor for an active employee and for a retired employee who has continued coverage. When the retired employee reaches age 65 and is eligible for Medicare, Medicare becomes the primary payor.

### **3.5 Tuition Grants**

The University provides full tuition grants to full-time faculty members and their eligible dependents. Part-time faculty members who meet certain thresholds may also qualify. Fees are not covered and are payable by the student. Eligible programs include all undergraduate programs and the credit based graduate programs. Eligible dependents are the spouse and dependent children. For this purpose, dependent is as defined by the IRS and children may be natural, step or legally adopted. If a full-time faculty member on continuing contract with five or more years of full-time service goes on medical leave, retires or dies while under contract, his eligible dependents continue to be eligible for tuition grant privileges. A faculty member with five or more years of full time service who is retired or on medical leave continues to be eligible for tuition grant privileges.

## **XXI. Selection and Evaluation of Academic Administrators**

### **1. Selection**

There shall be significant faculty participation in the selection of academic administrators:

#### **1.1 University Provost**

In the search for a University Provost, the search committee shall include elected faculty members from the campuses offering full academic programs. Elected faculty members shall represent a majority of the search committee.

#### **1.2 College Deans and School Deans/Directors**

In the search for a College Dean or School Dean/Director and in an external search for an associate dean/director with line responsibility, elected faculty members shall represent a majority of the search committee.

#### **1.3 Vice Presidents**

In the search for academic Vice Presidents, the President shall confer with the Faculty Senate regarding appropriate faculty participation.

## **2. Evaluation of Administrators**

There shall be faculty participation in the evaluation of the University Provost and the College Deans and School Deans/Directors. In the evaluation of the University Provost, the President shall seek the input of the Deans/Directors and of the Faculty through the appropriate committee(s) of the Faculty Senate. In the evaluation of a Dean/Director, the University Provost shall seek the advice of the Faculty through appropriate college committees, such as the EPC and/or SLPR, and through the Department Chairs. Evaluation shall be conducted in the spring semester of the penultimate year of the administrator's contract.

# **XXII. Financial Exigency**

## **1. Definition**

Financial Exigency shall be defined as an emergency condition in which the University's continued existence is in serious jeopardy for financial reasons. The University shall not declare a state of Financial Exigency unless it is demonstrably *bona fide*.

## **2. Declaration of Financial Exigency**

### **2.1 Consultation**

A recommendation by the President to the Board of Trustees for a declaration of financial exigency shall be based upon consultation with the Faculty Senate. In the process of that consultation, the President shall provide full particulars of the financial condition of the University, together with his preliminary recommendations on how the financial crisis can be alleviated. The recommendation of the Faculty Senate on the matter shall be made within thirty (30) days of the initial consultation and shall accompany the President's recommendation to the Board of Trustees.

### **2.2 Permitted Actions**

When, upon the recommendations of the President and the Faculty Senate, the Board of Trustees declares a state of financial exigency, the University may take extraordinary action to alleviate the financial crisis, using the procedures set forth below. Such action may include selective reduction in University personnel, selective elimination or curtailment of academic units or programs, and other necessary action in both the instructional and non-instructional areas of the University.

## **3. Procedure in the Event of Financial Exigency**

### **3.1 Formulation of the Plan**

Upon declaration of a financial exigency, the President, in consultation with the Faculty Senate, shall within thirty (30) days formulate a plan for the reduction in programs and personnel required to alleviate the financial crisis. In formulating such a plan, the retention of a viable academic program shall be the first consideration. The plan shall identify academic and administrative units to be reduced or eliminated. Where reduction of a unit is planned, the extent of the required reduction shall be specified, but the manner in which such reduction is to be achieved shall be determined in consultation between the unit and the Vice President and/or the University Provost responsible for that unit. In that process, it shall be understood that reduction shall first take place from among part-time faculty, then from among untenured full-time faculty, and then, if necessary, from among the tenured faculty, giving due consideration to seniority and to the viability of the academic program.

### **3.2 Implementation of the Plan**

The President shall charge the University Provost to implement the plan formulated in consultation with the Faculty Senate. The University Provost shall call upon the Deans/Directors of affected Colleges or Schools, or the administrative heads of affected administrative units not included within the Colleges or Schools, to convene the EPCs or other planning groups for the purpose of formulating specific implementation procedures. Upon consultation with the College or School Faculty, the committees shall make their recommendations to the Dean/Director (or other appropriate administrator) within thirty (30) days from receipt of their charge.

### **3.3 Hearings and Consultation**

The appropriate planning group shall consult with and permit to be heard those to be affected by the implementation plan. If the implementation will affect an entire College or School, the College Dean or School Dean/Director shall convene a faculty meeting for open discussion and development of recommendations to the EPC. This meeting shall take place within the thirty (30) day period cited above.

### **3.4 Implementation with EPC Approval**

If the EPC (or other planning group) and the College Dean or School Dean/Director (or other administrator) agree upon a plan for implementation of the President's charge, the plan shall be put into effect, subject to review by the University Provost.

### **3.5 Implementation without EPC Approval**

In the event of disagreement between the EPC (or other planning group) and the College Dean or School Dean/Director (or other administrator), the matter shall be appealed to the University Provost, who shall review the various proposals and recommendations and the supporting documents and make a final and binding determination. The Provost shall give reasons in writing for the decision to accept or reject any of the several proposals.

## **4. Termination due to Financial Exigency**

### **4.1 Steps Prior to Notice of Termination**

Before the Administration issues notice to a tenured faculty member of its intention to terminate an appointment because of financial exigency, it will make every reasonable effort to place the faculty member in another suitable and available position. If a full teaching load in the faculty member's discipline is regularly carried by part-time or by untenured full-time faculty elsewhere at the University, the faculty member shall be entitled to reassignment to that department, College, or School, unless it is determined, through the normal governance processes, that such reassignment would have a serious adverse impact on the academic program in the receiving unit. If a probationary faculty member is displaced as a result of such reassignment, the notice provisions of this Section shall apply to that faculty member.

### **4.2 Retraining**

If consultation with the receiving unit (including, where appropriate, the department, EPC, and College Dean or School Dean/Director) can establish that a limited period of additional training would lead to acceptance of the faculty member in a position outside his department or discipline, the University shall, upon request by the faculty member, provide a reasonable amount of financial and/or other support for such training. If retraining is approved under this Section, it shall normally not exceed one (1) calendar year.

### **4.3 Notice of Termination**

When termination of faculty becomes necessary as a result of financial exigency, the University shall afford high financial priority to providing terminated faculty with notice of termination in accordance with the provisions for discontinuance of an academic program. However, at a minimum, the following notice provisions shall apply:

- 4.3.1 First and Second Year Faculty.** A probationary faculty member in their first or second year of service at the University shall receive notice at least six (6) months or one (1) semester, whichever is greater, prior to the date of termination.

**4.3.2 Other Probationary Faculty.** A probationary faculty member Faculty in their third year of service at the University or later shall receive notice at least twelve (12) months or two (2) full semesters, whichever is less, prior to the date of termination.

**4.3.3 Tenured Faculty.** For a tenured faculty member, the notice period shall be at least twelve (12) months or two (2) full semesters, whichever is greater.

**4.3.4 Terminal Leave.** At the University's option, the faculty member may be placed on terminal leave at full pay, in lieu of notice, for all or part of the notice period. Full pension and health benefits shall continue during such terminal leave.

#### **4.4 Appeal of Reassignment or Termination**

A faculty member may appeal a proposed reassignment or termination resulting from financial exigency to the University Review Committee. Such an appeal must be filed with the Office of the University Provost no later than thirty (30) days from the receipt of notice of reassignment or termination. The University Review Committee shall deal with the matter within thirty (30) days, but it shall preserve the essentials of an on-the-record adjudicative hearing, giving both the faculty member and the Administration a full opportunity to present their respective cases. The issues in such a hearing may include:

**4.4.1 Extent of Exigency.** The existence and extent of the condition of financial exigency. The burden will rest on the Administration to prove the existence and extent of the condition. The findings of the University Review Committee in a previous proceeding involving the same issue may be introduced.

**4.4.2 Validity of Judgments.** The validity of educational judgments and the criteria for identification for termination.

**4.4.3 Application of Criteria.** Whether the criteria are being properly applied.

#### **4.5 Recall Rights**

In all cases of termination of an appointment because of financial exigency, the place of the faculty member concerned shall not be filled by a replacement within a period of three (3) years, unless the terminated faculty member has been offered reinstatement and a reasonable time in which to accept or decline it. For purposes of this Section, it shall be the duty of the terminated faculty member to keep the University informed of their current address, and notice sent to such address by certified mail shall be presumed to have been received.



## Appendix A

### Faculty Activity Summary

Name: \_\_\_\_\_ Date Prepared: \_\_\_\_\_  
Home Address: \_\_\_\_\_ College: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Department: \_\_\_\_\_

- I. **Teaching Experience.** Indicate by \* those positions that were not on a tenure track. List FDU positions first, then other institutions. Indicate ranks held and dates of appointment, promotion, and award of tenure.
- II. **Education.**
  - A. List degrees earned, institutions, areas of specialization, and dates.
  - B. List formal education in progress, indicating institution, area of specialization, degree, and date of expected completion of degree program.
  - C. List other relevant educational experiences (training sessions, workshops, institutes, special programs, seminars, etc.). Indicate institutions, dates, and nature of educational experience.
- III. **Past Professional Experience** in addition to teaching experience; e.g., consulting, research, industrial, and governmental positions, etc. List experiences and dates.
- IV. **Publications and Other Creative Activity.**
  - A. Scholarly publications. List authors, titles, publications or publishers, and dates.
  - B. Other publications; e.g., newspaper and magazine articles. List authors, titles, publications, and dates.
  - C. Other creative activity; e.g., musical compositions, paintings.
- V. **Ongoing Research or other Creative Activity.**
- VI. **Service at Fairleigh Dickinson University.** List activities and dates.
  - A. University
  - B. College, School or Campus
  - C. Department
- VII. **Professional Activities.**
  - A. Membership in learned and professional societies and fraternities. List offices held and dates, committee memberships and dates.
  - B. Honors and Awards. Describe, providing dates.
  - C. Other activities (professional and civic). Describe, providing dates.
- VIII. **Courses Taught.** Indicate by \* new course development. List course title, department, dates.
  - A. Courses at FDU.
  - B. Courses at other institutions of higher education.
- IX. **Current Non-University Employment.**
  - A. Teaching at other institutions. List institutions, number of hours, and dates.
  - B. Other employment. List institutions or firms, number of hours and dates.

- X. **Dates of Sabbatical Leaves at FDU.**
- XI. **Special or Miscellaneous Assignments or Activities.** Advising, Student Activities, etc.
- XII. **Other Relevant Information.** Include community service.

**Appendix B****Colleges and Schools**

The Colleges and independent Schools of the University at the time of these handbook revisions (2021) are:

- The Maxwell Becton College of Arts and Sciences
- The Silberman College of Business
- The Gildart Haase School of Computer Sciences and Engineering
- The Peter Sammartino School of Education
- The International School of Hospitality, Sports, and Tourism Management
- The Henry P. Becton School of Nursing and Allied Health
- The School of Pharmacy and Health Sciences
- The School of Psychology and Counseling
- The School of Public and Global Affairs

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