

# **FACULTY STATUS AND WELFARE HANDBOOK**

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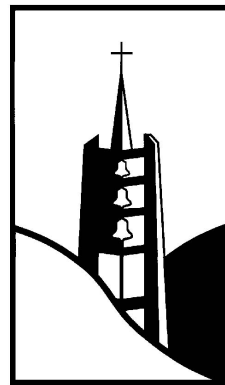
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**ST. BONAVENTURE**  
**UNIVERSITY**

Founded 1858

## ARTICLE I DEFINITION OF TERMS

The following terms used in this Handbook are defined as cited below:

- (1) University, when used in its proper form, refers to the corporation, St. Bonaventure University.
- (2) President, when used in its proper form refers to the President of St. Bonaventure University.
- (3) Executive Officer includes those individuals who are charged, as executives, with the responsibility of managing the affairs of the University. These individuals are cited in the Administrators Handbook, an official document approved by the University.
- (4) Faculty includes the President of the University, the Vice President for Academic Affairs, the Dean of each School, Chairs of Departments, and all individuals who hold the rank of Professor, Associate Professor, Assistant Professor, and Lecturer.
- (5) Academic Year is the twelve month period of time commencing with the scheduled start of activities for the Fall semester of each year.
- (6) In schools or divisions without Departments, the Dean shall be considered the Chair.

ARTICLE II  
FACULTY APPOINTMENT, PROMOTION AND ACADEMIC FREEDOM

- A. Full-time faculty may be appointed and promoted to the academic ranks of Lecturer, Assistant Professor, Associate Professor, and Professor according to the criteria cited below.

With the exception of practica, at least three-fourths of the hours offered by each department or degree granting program shall be taught by faculty in tenurable positions.

ACADEMIC RANKS

LECTURER

The Lecturer shall ordinarily possess at least a master's degree or its equivalent and show genuine promise of teaching ability and capacity for professional growth. The Lecturer position is reserved for individuals who have demonstrated their competency to teach at the University and who wish to have a long-term teaching position with the University, but who may lack the terminal degree. Other professional activities, in addition to teaching, may be mutually agreed to between the University and the Lecturer. These activities vary because of departmental needs and the Lecturer's specific qualifications. Therefore, no attempt is made herein to define such additional activities. Because of these diverse responsibilities, each Lecturer's contract must explicitly state the activities mutually agreed to by the Lecturer and the University. It is understood that compensation shall be commensurate with the Lecturer's total responsibilities. The initial contract may be offered for a period of no longer than three years and is renewable indefinitely. Tenure is not granted to those holding the rank of Lecturer, nor is tenure ever to be considered having been awarded because of a long-term relationship. In all instances, the terms of the contract shall prevail. In the event that a person holding the rank of Lecturer is promoted to a tenurable position, time served in the rank of Lecturer shall count towards the eligibility requirements for tenure.

## ASSISTANT PROFESSOR

The Assistant Professor should possess the doctoral degree and/or in certain fields, the appropriate professional degree or license or, in rare circumstances, have made exceptional contributions to his or her field of learning so as to render the achievement of such a degree or license unnecessary. Someone in the process of completing the doctoral degree may hold the rank of Assistant Professor providing the status of doctoral candidacy is such that it is reasonable to expect receipt of the doctoral degree within two years of one's appointment to the rank of Assistant Professor. In addition, those appointed to the rank of Assistant Professor should have demonstrated teaching ability, scholarly promise, interest in the professional and personal growth of students, and a genuine spirit of study necessary to maintain currency in one's academic field. In the case of non-teaching faculty, one shall show definite promise of competence and productivity in the appropriate area of service.

## ASSOCIATE PROFESSOR

The Associate Professor should possess, and have demonstrated in an exceptional manner, the qualifications required for appointment as Assistant Professor. In addition, the Associate Professor should have demonstrated outstanding teaching ability as evidenced by recognized professional growth and knowledge, a salutary influence upon students under his or her tutelage, and by professional standing among his or her colleagues. Achievement in scholarship, normally evidenced by significant publication or, where appropriate, by other generally accepted significant forms of professional will be required for this rank. In the case of non-teaching faculty, one shall have demonstrated competency and productivity in one's area of service.

## PROFESSOR

The Professor should possess, and have demonstrated in an exceptional manner, the qualifications required for appointment as Associate Professor and beyond these should have gained professional recognition for contributions to his or her field of knowledge.

B . Appointments to the faculty are initiated by the Department Chair by written recommendation to the appropriate Dean. The Department Chair is required to rely significantly upon faculty in the department and, as called for, in related departments in the initial screening and selection of candidates for faculty appointment. The Dean, in turn, will submit his or her recommendation to the Vice President for Academic Affairs, who will recommend faculty appointments to the President. Upon receiving these recommendations the President makes all faculty appointments.

## C. DISTINGUISHED PROFESSOR & VISITING PROFESSOR

Appointments as “Distinguished Professor” and “Visiting Professor” consistent with the academic standards of the University may be made from time to time by the President upon recommendation by the Chair, the appropriate Dean, and the Vice President for Academic Affairs. Such appointments will be made for a defined period of time, with renewal contingent upon the mutual consent of the University and the individual. When such appointments coincide with endowed funds, the terms of the endowment shall be followed.

#### D. BOARD OF TRUSTEES PROFESSOR

Appointment as “Board of Trustees Professor” shall be awarded to select professors who have truly distinguished themselves in their teaching, devotion to students, professional publications and contributions, and service to the University throughout the years.

Recommendation for appointment as “Board of Trustees Professor” may be initiated by the Department Chair, Dean, Vice President for Academic Affairs, or the Faculty Committee on Recommendations. Final recommendation will be made to the Board of Trustees by the President with confirmation of the appointment made by the Board.

Appointment as “Board of Trustees Professor” shall carry with it such special provisions as the University shall determine to be appropriate to the uniqueness of the position and the University's appreciation of the faculty member named “Board of Trustees Professor.”

#### E. PROFESSOR EMERITUS

The rank of Professor Emeritus is an honorary designation to recognize those retired faculty who have served the University and their field of knowledge meritoriously. A Professor Emeritus shall not have voting privileges in departmental, School, nor University affairs and is not subject to the provisions of the Faculty Status and Welfare Handbook except for those provisions describing terms and conditions for retired faculty.

Promotion to the rank of Professor Emeritus shall be formally initiated by the Faculty Committee on Recommendations. The Committee's report shall be forwarded to the President by the Vice President for Academic Affairs. The final decision will be made by the President.

- F. Non-tenured faculty appointments may be renewed according to the terms and conditions specified in this Handbook. In any case where the University wishes not to renew a non-tenured appointment, the President will notify the faculty member in writing by March 1 of the calendar year after the initial year of appointment, and by January 15 of the second year, and October 15 of succeeding years. Failure to provide such notification will cause the faculty member's appointment agreement to be renewed automatically under the same terms and conditions specified in the existing agreement.
- G. Should the University wish to renew a non-tenured faculty member's appointment agreement, it will present a new appointment agreement by June 30 preceding the expiration date of the existing contract or agreement. If the appointee does not return the signed contract to the President before July 15 of the same year it will be presumed by the University that the faculty member does not wish to accept reappointment to the University.
- H. Tenured faculty members will receive notification of salary for the next academic year by June 30.
- I. Should any faculty member wish to terminate his or her appointment with the University, the faculty member must give the University at least one month's written notice of his or her intention and the end of the notice period must coincide with the end of an academic semester.
- J. The University may dismiss a non-tenured faculty member prior to the expiration date of his or her contract, but only for those reasons specified in Article III, Paragraphs E and F of this Handbook and according to those procedures specified in Article III, Paragraphs G and H in this Handbook.

- K. Promotions to the ranks of Assistant Professor, Associate Professor, and Professor are initiated by the faculty member by written request submitted to the appropriate Department Chair no later than **September 1**. Written recommendations from the appropriate Department Chair, Dean of the School, and Vice President for Academic Affairs should accompany the application for promotion which shall be presented to the Faculty Committee on Recommendations. The Committee's report shall be forwarded to the President by the Vice President for Academic Affairs. The final decision will be made by the President and announced by March 1.
- L. The candidate shall receive a copy of the written recommendation of each administrator (i.e., Chair, Dean, and Vice President for Academic Affairs) and shall have two weeks within which to respond to the author of the recommendation before the recommendation accompanies the application to the next administrative level of the application process. The Faculty Committee on Recommendations shall inform the candidate for promotion of its preliminary decision, at which time the candidate shall receive a copy of all comments and recommendations relied upon by the committee in reaching its decision. The candidate will then be afforded an opportunity to respond to the committee. Such response must be completed within two weeks of receipt of the documentation and must be made directly to the Faculty Committee on Recommendations. At this point the process for application will be completed and the Faculty Committee on Recommendations will continue with its own deliberations. In the event that a decision is made not to grant a promotion, the President shall provide the candidate, upon the candidate's request, a written rationale for this decision.
- M. The Academic Freedom Policy approved by the Faculty and by the President in March 2000 is incorporated in its entirety to preserve its integrity. For the purposes of Section M of the **Handbook** only, the term 'faculty member' is defined in Section I of the Policy.



Academic Freedom Policy  
(March 2000)

This Academic Freedom Policy is intended to assure the protection of freedom of inquiry, thought, expression, publication, and peaceable assembly at St. Bonaventure University.

1. The terms “faculty member” and “faculty members” as used in this document are understood to include the following individuals: all faculty as defined in the Faculty Status and Welfare Handbook; all adjuncts, lecturers, researchers, trustee professors; all members of the professional library staff; and anyone else engaged in teaching, including graduate students, whether tenured or not.
2. Faculty members are entitled to full freedom in research and in the publication of results, subject to the adequate performance of their other academic duties.
3. Faculty members are entitled to full freedom in discussing their subjects in the classroom or in any other venue of teaching.
4. Administrative personnel who hold academic rank are also entitled to full academic freedom in their capacity as faculty members. Such administrators who allege that a consideration violative of academic freedom contributed to a decision adversely affecting them as administrators are entitled to pursue redress through faculty grievance procedures as specified in Section 6 below.
5. Faculty members perform in various capacities other than that of teaching. When they speak or write outside the classroom or other venues of teaching, they are entitled to full freedom from institutional censorship or discipline, but their special position in the community imposes special obligations. Hence, they should strive to be accurate, exercise appropriate restraint, show respect for others with differing opinions and not suggest that they are speaking for the institution when they are not.
6. If any faculty member believes that (a) his or her academic freedom has been violated, or (b) his or her exercise of academic freedom has been the basis for neglect or action against him or her, that faculty member or other faculty members on his or her behalf shall be entitled to pursue redress through faculty grievance procedures.
7. When clarification of the Sections above is necessary, the

following AAUP Statements, to the extent that they are relevant, shall be used in interpreting these Sections:

- A. Statement on Professors and Political Activity
- B. Academic Freedom and Artistic Expression
- C. On Freedom of Expression and Campus Speech Codes
- D. Statement of the Association's Council: Freedom and Responsibility
- E. On the Relationship of Faculty Governance to Academic Freedom

## ARTICLE III

### TENURE

- A. Tenure is permanence of appointment and is granted as a further guarantee of academic freedom by the President.
- B. A faculty member must apply for tenure through his or her Department Chair no later than the dates specified in the following schedule: **September 1 of the third (3rd) year for Professors; September 1 of the fifth (5th) year for Associate Professors; and September 1 of the sixth (6th) year for Assistant Professors.** Successful candidates will receive tenure effective the following academic year. Unsuccessful candidates will receive a terminal contract for the following academic year. If the faculty member does not apply for tenure in the time-frame defined here, then tenure and the right to be considered for tenure or to receive tenure will be forfeited and the faculty member's employment will terminate at the end of the current academic year.

For anyone hired during an academic year, the years of service requirement, for purposes of tenure eligibility, will start at the beginning of the academic year following the academic year in which the person is hired.

A departmental tenure review of a designated candidate for tenure shall occur in the fall term of the academic year preceding the academic year when the tenure decision will be made. This review shall be conducted by the Department Chair with the participation of the tenured members of the department. The Chair will report privately to the individual faculty member the nature and results of this review.

A faculty member applying for a promotion which would force a tenure decision to a date earlier than one year from the effective date of the promotion must include an application for tenure with the application for promotion.

Written recommendations from the appropriate Chair, Dean, and Vice President for Academic Affairs should accompany the application for tenure which shall be presented to the Faculty Committee on Recommendations. The candidate shall receive a copy of the written recommendation of each administrator (i.e., Chair, Dean, and Vice President for Academic Affairs) and shall have two weeks within which to respond to the author of the recommendation before the recommendation accompanies the application to the next administrative level of the application process. The Faculty Committee on Recommendations shall inform the candidate for tenure of its preliminary decision, at which time the candidate shall receive a copy of all comments and recommendations relied upon by the committee in reaching its decision. The candidate will then be afforded an opportunity to respond to the committee. Such response must be completed within two weeks of receipt of the documentation and must be made directly to the Faculty Committee on Recommendations. At this point the process for application will be completed and the Faculty Committee on Recommendations will continue with its own deliberations. In the event that a decision is made not to grant tenure, the President shall provide the candidate, upon the candidate's request, a written rationale for this decision.

- C. For teaching faculty, tenure will be awarded primarily on the basis of one's excellence as a teacher, performance as a faculty member, and the prospect for continued meritorious contribution to the University. For non-teaching faculty, tenure will be awarded according to the professional criteria applicable in their particular discipline, and the prospect for continued meritorious contribution to the University.

Excellence is to be construed in the fullest sense in terms of demonstrated talents in the classroom, continued scholarly growth and commitment, and professional excellence.

Criteria for tenure evaluation shall also include the professional activities set forth in Article IV, Paragraph B.

Ordinarily, the doctorate is considered the terminal degree, with exceptions in such areas as Fine Arts (with a Master's in Fine Arts) and Accounting (with appropriate master's degree plus the CPA). Exceptions are subject to periodic review. Other considerations will include faculty and administrator evaluations; student evaluations; and letters of recommendation, which may be unsolicited or which may be, quite properly, solicited by the candidate for tenure. Also meriting consideration are factors relating to the effective management of the University, e.g., need for program and staff flexibility and for fiscal prudence.

- D. Discontinuance of one of its academic departments or schools may result in the loss of appointment, contractual or tenured, at the University. In such cases, notification of discontinuance must be given a year in advance and each faculty member in the Department or School will receive full salary for one academic year with benefits after the academic year in which notification occurs, whether or not the faculty member's duties are continued during that time, unless it be a case of either a natural disaster or a national state of emergency. Although the University must reserve this right, reasonable effort will be made to retain tenured faculty affected by this provision should a Department or School ever have to be terminated. For the purposes of this paragraph, a merger of a Department or School with another Department or School, or any similar administrative reorganization of departments or schools, does not constitute discontinuance of the affected departments or schools.
- E. Faculty reduction necessitated by financial exigency may oblige the institution to terminate the services of those enjoying tenure. Although the University must reserve this right, reasonable effort will be made to retain tenured faculty affected by the provision. A tenured faculty member whose services are no longer required for this reason will receive full salary with benefits for at least one academic year after the academic year in which notification occurs whether or not his or her duties are continued during that time, unless it be a case of either a natural disaster or a national state of emergency.
- F. Except for the circumstances described in D and E, faculty members with tenure may be dismissed only for serious cause. Serious cause is defined as:

- (1) Professional incompetence,
- (2) Continued neglect of duties and responsibilities,
- (3) Conviction of a felony, or
- (4) Serious reasons related to moral turpitude, as defined by the courts of the State of New York.

Faculty charged with serious cause must be informed of the specific charges placed against them and must be provided an opportunity to respond to such charges.

G. The following procedure shall be followed in dismissal cases:

(1) When a tenured faculty member has been notified in writing by the President of his or her dismissal, he or she may appeal his or her case to the Faculty Senate. Notice of appeal must be made in writing to the Chair of the Senate within five days of his or her receipt of notification of dismissal. The Chair shall then obtain from the President or other appropriate executive officer a written statement of the specific charges, a copy of which shall be forwarded to the appellant, who shall have five days after his or her receipt of the charges within which to request that a hearing be held.

(2) The Hearing Board shall consist of five persons chosen by the Faculty Senate from among those tenured faculty who have expressed their willingness to serve to the Chair of the Faculty Senate. Either the appellant or the administration may challenge a prospective member of the Hearing Board. The Senate shall resolve all challenges. Prior to the hearing the members shall select a Chair from among themselves. After consultation with all parties involved, this Chair shall schedule the hearing to begin no less than ten nor more than twenty days after the date when the appellant's original request for a hearing had been received by the Chair of the Faculty Senate.

(3) The Faculty member appealing dismissal and either the Dean or the Academic Vice President shall each be entitled to appear at the hearing, to be represented by counsel at his or her own expense, to summon witnesses, to cross-examine witnesses against him or her, and/or to submit written and oral arguments on his or her own behalf. The hearing shall be held in private, and all

arguments and evidence shall be kept confidential unless all parties involved consent to their publication. A written record of the formal hearing shall be kept by a stenographer furnished by the University. The appellant shall be entitled to a copy of the transcript of the hearing upon tendering the necessary cost.

(4) Within ten days after the conclusion of the hearing, the Chair of the Hearing Board shall submit its finding in writing to the appellant and to the President. Should the Hearing Board's finding support the appellant, the President and the Chair of the Hearing Board shall within thirty (30) days of the conclusion of the hearing jointly present the written record of the hearing and the report of the hearing to the Board of Trustees for final resolution.

H. In extraordinarily grave cases, the President may immediately suspend a faculty member from participation in all his or her activities in the University. Formal charges will be made and the same procedural process as described in the preceding section is to be utilized. In all cases, the accused faculty member, even if he or she has been suspended, will continue to receive the salary and benefits to which he or she is entitled until a final decision has been reached in accordance with the procedures described above.

ARTICLE IV  
FACULTY SERVICES

- A. All faculty (for Lecturer's services – see Article II, Section A) are expected to devote full time, attention and effort to the performance of professional activities in accordance with the standards set forth in the following paragraphs.
- B. Faculty are expected to engage in the following activities, where appropriate, as part of their normal services:
- (1) Teaching, including the preparation of course syllabi and classes, the preparation and grading of examinations, the supervision of laboratories and other practica, and the direction of theses, honor projects, and independent study work.
  - (2) Research, publication, and professional activity within one's field of specialization or otherwise directed towards the University's mission.
  - (3) Student advisement, with maintenance of reasonable and scheduled office hours.
  - (4) Participation in activities (usually through committee work) designed to advance the mission and quality of the University, School, and Departmental programs. Assignments to routine committee work will be made in consideration of other demands placed on the faculty member by the University.
  - (5) Attendance at Department, School, and general Faculty and University meetings including commencements, convocations, and other official University exercises.



B. Continued.

(6) Community work outside the University.

While the specific emphasis among objectives may vary depending upon academic rank, professional interests and abilities of the individual faculty member, and the nature of the faculty member's profession and program, the above general objectives and areas of concern are cited as very important to the University and appear in order of importance for the purpose of faculty evaluation and review.

C. The maximum instructional load for teaching faculty during the academic year is:

(1) Nine (9) credit hours in each of the Fall and Spring semesters for each person holding the rank of Professor.

(2) Twelve (12) credit hours in each of the Fall and Spring semesters for all persons holding the rank of Lecturer, Assistant Professor, or Associate Professor.

D. A credit hour load less than the maximum may be approved by the Vice President for Academic Affairs on the recommendation of the appropriate Dean and Department Chair.

- E. A credit hour load in excess of the maximum may be approved by the President upon the recommendation of the Vice President for Academic Affairs and the appropriate Dean and Department Chair, and in accordance with the terms of a written agreement with the faculty member involved.
- (1) In those cases where the overload is needed to cover a course for a faculty member on sabbatical, professional development or study leave, there is no additional compensation.
  - (2) When overloads are required for other reasons, and when the University is not able to employ an appropriately qualified person, a stipend will be paid in addition to the contract salary.
  - (3) Full professors who do not wish to be evaluated on the basis of publishable research may elect to teach twelve hours. However, they are expected, like all other faculty, to remain current in their fields of expertise.
- F. Each semester the Vice President for Academic Affairs will publish a list of all teaching faculty whose load varies from the maximums stated in paragraph C above, the amount of load variation, and the reason for load variation.
- G. The maximum instructional load in any one summer session is a two course (6-8 hour) load. Compensation for such teaching will be made on a stipend basis, in addition to the faculty member's contract salary.

H. In the event that a faculty member wishes to engage in the pursuit of remunerative interests outside the University contract, which pursuit takes a significant amount of time, it is important that such activity not interfere with the faculty member's expected full-time commitment and service to the University. The faculty member will therefore inform the Vice President for Academic Affairs in writing in advance of undertaking outside work and will provide an update annually to the Vice President for Academic Affairs who is authorized to monitor such activity in the interests of the University.

ARTICLE V  
FACULTY DEVELOPMENT

A. Staffing and Faculty Development Support

To accomplish its primary educational mission, teaching, the University must make every effort to maintain a superior Faculty. The University supports the development of its faculty members within reasonable budgetary limitations by subsidizing sabbatical, study, and professional development leave opportunities as defined below; by offering financial support for faculty research, publication; and other scholarship; and by providing financial support for university produced academic journals and other publications.

B . Participation in Learned and Professional Societies

1. Personal membership in learned societies and professional organizations is linked to the faculty member's scholarly interests and association with professional colleagues. Therefore, it is the policy of the University that the faculty member rather than the University pay for such personal memberships.
  
2. Funds for attendance at meetings or conventions of learned societies or professional conferences must be approved in advance by the Dean. The actual expenditure for this purpose will depend upon the approved budgeted amount.
  
3. Within the limits of the budget and subject to pre-approval of the Dean, faculty members shall be reimbursed for expenses incurred in traveling to conventions or conferences according to the following criteria:

- (a) If travel is requested or required by the University itself, all transportation costs are paid by the University, together with the normal subsistence costs for each day spent at the destination.
- (b) If the travel benefits the professional development of the faculty member and therefore is beneficial to, but not required by, the University (e.g., the reading of a paper at a convention or conference), transportation costs are paid by the University, together with half of the subsistence costs for each day at the destination required for the particular professional activity.
- (c) If the travel benefits principally the faculty member (e.g., attendance at a scholarly convention or conference), the University pays half the transportation costs but no subsistence allotment shall be provided.
- (d) All expenses, itemized and accompanied by receipts, must be approved by the respective Dean before being submitted to the Business Office for payment.

### C. Faculty Performance Evaluation and Feedback

1. The purpose of faculty evaluation is to assist in the professional development and growth of faculty members and to serve as a source of information upon which such decisions as contract renewal, tenure, promotion and merit increments are based. An integral part of faculty evaluations are self-evaluations. Self-evaluations not only should present student evaluations and, in the case of non-tenured faculty members, peer evaluations of the faculty member's teaching, but also the faculty member's self-reflection on the effectiveness of his or her teaching. Teaching, in this case, means the full responsibilities of teaching including presenting material in class, preparing syllabi and tests, etc. In addition to teaching, the self-evaluation will include comments on the faculty member's research, publication, and other scholarship; service to the University such as committee work and student advisement, and

community service.

2. All tenured faculty members are required to perform self-evaluations annually and comprehensive self-evaluations every five years. Untenured full-time faculty members are required to perform comprehensive self-evaluations annually.

3. Specific emphasis among objectives may vary depending on the interests and abilities of the faculty member, the nature of his or her profession, and the program in which the faculty member participates, and, in the case of Lecturers, upon their specific contractual obligations. However, general objectives and areas of concern most important to the University appear in order of importance in Article IV, Section B.

4. Academic administrators and faculty members are required to complete the following evaluation process:

a. Evaluations shall be completed on a calendar year basis, covering the preceding spring, fall, and summer terms. Faculty members in their first year of appointment shall initially complete an evaluation covering their first fall semester.

b. All full-time faculty members, at the start of each evaluation period, shall meet with their Chair and identify relevant criteria for qualitative and quantitative evaluation as well as objectives that reflect the goals of their profession, Department, School, and the University. The extent to which these objectives are met will provide the basis for evaluation.

c. While informal feedback and appraisals of performance should occur throughout the evaluation period, the formal review process shall commence soon after the end of the evaluation period and in any case no later than February 1. The formal review process shall proceed on the following timetable, by:

February 1	Submission of self-evaluation to Chair
March 1	Faculty self-evaluation with Chair and other administrator comments to Dean

April 15

Faculty self-evaluation with Chair, Dean, and other administrator comments to Vice President for Academic Affairs

- d. The review process shall include a meeting between the faculty member and his or her Chair, during which the faculty member will orally present the self-evaluation and the Chair will orally present his or her observations regarding the extent to which the faculty member has achieved the objectives identified at the beginning of the evaluation period, as well as regarding the faculty member's performance during the evaluation period.
- e. After the meeting between the faculty member and Chair, and no later than March 1, the Chair and other relevant administrators such as program directors or Deans from other Schools or Colleges of the University who are familiar with the faculty member's performance will forward their written evaluation(s) to the Dean of the faculty member's School.
- f. The Dean will review all data to date, add comments, if any, to the evaluations; provide those comments in writing to the faculty member, Chair, and other evaluators, and forward all material to the Vice President for Academic Affairs by April 15.
- g. The Vice President for Academic Affairs will review all data to date; add comments, if any; provide those comments in writing to the faculty member, Chair, other evaluators, and Dean; and, archive the final evaluation, including all comments.
- h. At any stage in the evaluation process, the faculty member may respond in writing to the appropriate administrator(s). All such responses become part of the evaluation materials as they are forwarded.

D. Paid Professional Leaves of Absence

A good program of Professional Leaves of Absence is important for improving the University's academic programs through the professional growth its Faculty.

The general provisions covering all Professional Leaves of Absence are as follows:

1. The University must not suffer serious academic inconvenience by an absence. Paid Professional Leaves of Absence shall be granted with due regard to the claims of all eligible faculty members applying for such leaves and within the framework of the University's responsibility to meet the needs of the entire university community and its other financial obligations.
2. A faculty member desiring a Professional Leave of Absence shall submit in writing to the appropriate Department Chair a comprehensive plan of how he or she intends to use the leave time being requested.
3. The application for a Professional Leave of Absence normally must be filed by September 1 of the academic year preceding the year for which the applicant desires such leave. The application for a Professional Leave of Absence shall pass to the Faculty Committee on Recommendations through the appropriate Department Chair, Dean, and the Vice President for Academic Affairs. The Committee's recommendations shall be forwarded to the President. The President normally will notify the applicant of the disposition of the request by March 1.
4. Within three months after returning to the University from a Professional Leave of Absence, the faculty member shall submit in writing, through the appropriate Department Chair, a written report on the results of the project undertaken during the leave. The report shall become a permanent part of the faculty member's personnel file at the University. This report shall be considered in the faculty member's next annual evaluation and in future requests for leave.



5. Salary as provided for in the specific policy, health care benefits, life insurance, long-term disability, and pension contributions will be continued during paid Professional Leaves of Absence.

6. The President may grant the following types of Professional Leaves of Absence:

a. Sabbatical Leaves

The objective of the Sabbatical Leave Program is to enhance the academic quality of the University by providing faculty members with an uninterrupted opportunity for professional development. Thus, scholarly research, writing, specialized study related to one's academic field, and participation in programs designed to improve teaching are typical sabbatical activities.

- i. Sabbatical Leave may be granted only to a faculty member who has served full time on the University's Faculty for at least six years.
- ii. A faculty member may apply for two semesters' leave at half pay or one semester's leave at full pay.
- iii. The University shall make every effort to provide faculty members with an equitable opportunity for Sabbatical Leave.
- iv. A Sabbatical Leave may be granted to the same person no more than once in any seven-year period.
- v. A faculty member receiving a Sabbatical Leave must return to his or her duties at the University for at least one year after the leave ends. Should the faculty member elect not to do so, the salary and benefits paid during the leave must be returned to the University.

b. Study Leaves

The President may grant, in rare and exceptional instances, subject to the conditions cited below, a Study Leave of one semester with full pay or a Study Leave for one academic year at half pay, to a faculty member who has served

full time for at least two years, in order to enable the faculty member to complete the requirements for the terminal degree.

- i. Applicants for a Study Leave must demonstrate the likelihood that the terminal degree can be completed during the leave period.
- ii. The faculty member must agree to return to his or her duties at the University for two years after the completion of the leave. Should the faculty member elect not to do so, he or she must return the salary and benefits paid him or her during the period of leave.
- iii. The time spent on Study Leave shall not count towards the eligibility requirements for a Sabbatical Leave. The deadline for applying for tenure will be extended by the length of the Study Leave unless the faculty member requests in writing that the leave not extend that deadline. If the deadline is extended, the tenure application will be due in the next annual application cycle based upon years of service and length of leave.

c. Professional Development Leaves

The President may grant a Professional Development Leave of up to one academic year with pay to a faculty member to aid in completing research of genuine academic importance, or for any other professional purpose, which directly furthers the teaching and research mission of the University.

- i. A faculty member receiving a Professional Development Leave must return to his or her duties at the University for at least one year after the leave ends. Should the faculty member elect not to do so, the salary and benefits paid during the leave must be returned to the University.
- ii. The time spent on Professional Development Leave shall not count towards the eligibility requirements for Sabbatical Leave. The deadline for applying for tenure will be extended by the length of the Professional Development Leave unless the faculty member requests in

writing that the leave not extend that deadline. If the deadline is extended, the tenure application will be due in the next annual application cycle based upon years of service and length of leave.

#### E. PAID PERSONAL LEAVES OF ABSENCE

1. Salary, health care benefits, life insurance, long-term disability, and pension contributions will be continued during any Paid Personal Leave of Absence.
2. Under the appropriate circumstances, the President will grant the following types of paid Personal Leaves of Absence:

- a. Medical Leave of Absence

The President will grant a Medical Leave of Absence to a faculty member who is unable to perform his or her duties as a result of a medical condition. A physician's certification citing the need for and expected duration of such leave must be provided upon request. Failure to provide an acceptable medical certification may result in a denial of the leave. The University reserves the right to require an examination and/or consultation with a physician with the cost of such examination and/or consultation paid by the University.

- i. A faculty member on an approved Medical Leave of Absence will receive full salary for up to six months. A faculty member who remains unable to resume work because of the continuing medical condition after six months may be eligible for medical disability insurance payments.
- ii. A non-tenured faculty member who is unable to resume his or her duties after one year is not guaranteed job restoration. A tenured faculty member who is unable to resume his or her duties after two years is not guaranteed job restoration.
- iii. The time spent on a Medical Leave of Absence shall not count towards the

eligibility requirements for tenure or a Sabbatical Leave. The deadline for applying for tenure will be extended by the length of the Medical Leave of Absence unless the faculty member requests in writing that the leave not extend that deadline. If the deadline is extended, the tenure application will be due in the next annual application cycle based upon years of service and length of leave.

b) Child Care Leave

- i. The University provides six weeks of paid leave time for the birth and care of the faculty member's newborn child, or for the placement of a child with the faculty member for adoption. Paid leave under this policy runs concurrently with any FMLA leave to which the faculty member is entitled. If both parents work for the University, this paid leave may be taken by either parent, but not both. If this leave is taken, it will be counted toward the faculty member's FMLA entitlement; however, each parent will be entitled to use any remaining unpaid FMLA leave pursuant to the University's FMLA policy.
- ii. Faculty members taking Child Care Leave will be expected to return to all duties at the conclusion of the leave. However, depending upon the length of the absence, a faculty member may be excused from teaching semester-long classes.
- iii. The time spent on Child Care Leave shall not count towards the eligibility requirements for a Sabbatical Leave. The deadline for applying for tenure will be extended by the length of the Child Care Leave unless the faculty member requests in writing that the leave not extend that deadline. If the deadline is extended, the tenure application will be due in the next annual application cycle based upon years of service and length of leave.

c) Military Reserve Leave

During Military Reserve Leave, the University will pay the difference between regular salary and military pay received, up to a maximum of ten working days per year. Faculty must first request postponement of their reserve duty to a time when they do not have classes to teach.

d) Bereavement Leave

Bereavement Leave of up to one week in the case of death of an immediate family member (i.e., spouse, child, parent, grandparent or sibling) may be taken by Faculty members as circumstances warrant. All Bereavement Leave must be arranged through the appropriate Department Chair and Dean and approved by the Vice President for Academic Affairs.

e) Jury Duty Leave

Faculty members who are summoned for jury duty acknowledge their civic responsibilities by fulfilling this obligation. The appropriate Department Chair and Dean must first be notified. The Faculty member's regular salary continues during any absence related to jury duty. Faculty must first request postponement of their jury duty to a time when they do not have classes to teach. The Department Chair and Dean must be kept informed by the faculty member of this expected duty as soon as the faculty member receives notice.

Jury duty papers should be presented to the Department Chair as soon as they are received so that departmental schedules can be adjusted. Paid jury duty for full-time faculty members is limited to ten (10) working days per calendar year unless extended in the exclusive determination of the University; and it applies only to jury service performed during the scheduled work week. The faculty member shall be required to:

- i. Notify his or her Department Chair as soon as possible before the day the faculty member is required to report for jury duty.
- ii. Return to his or her Department Chair a completed form certified by the Court Clerk.
- iii. Cooperate with the University in requesting excuse or delay from jury service where the faculty member's absence will adversely affect the University's operations.
- iv. It is understood that the faculty member will report back to work at any time when he or she is free from the responsibilities of jury duty.

## F. UNPAID LEAVES OF ABSENCE

1. The time spent on an Unpaid Leave of Absence shall not count towards the eligibility requirements for a Sabbatical Leave. The deadline for applying for tenure will be extended by the length of the Unpaid Leave unless the faculty member requests in writing that the leave not extend that deadline. If the deadline is extended, the tenure application will be due in the next annual cycle based upon years of service and length of leave.
2. Under the appropriate circumstances, the President will grant the following types of Unpaid Leaves of Absence.
  - a. Personal Leave  
Faculty members who have completed one year of service to the University may request a Personal Leave of Absence without pay for compelling personal reasons. A written request must be submitted to both the appropriate Department Chair and the Dean. The request must be approved by the Vice President for Academic Affairs and the Office of Human Resources must be notified. A Personal Leave of Absence may not extend beyond a maximum of 12 months from the original date of absence. During an unpaid Personal Leave of Absence, the University will

continue to pay health care benefits (as previously elected), life insurance, and long-term disability insurance for one month. The University does not continue pension payments during an unpaid Personal Leave of Absence. When an approved Personal Leave of Absence extends beyond one month, health care coverage, life insurance, and long-term disability insurance terminate and are reinstated when the Faculty member returns. A faculty member on a Personal Leave of Absence may elect to continue Health Insurance coverage by making arrangements to reimburse the University for the monthly payments to cover the expense of this insurance.

b. Discretionary Leave

The President may grant at his or her sole discretion, in reliance upon the recommendations of the appropriate Chair, Dean, and the Vice President for Academic Affairs, an Unpaid Leave of Absence for any other purpose for not more than two years.

- i. The application for such Discretionary Leave must be filed with the appropriate Chair by March 1 of the academic year preceding the academic year for which the leave is requested, unless emergency conditions exist.
- ii. Faculty members on such leave are eligible for group participation in the University's retirement annuity and health insurance programs, but at their own expense.

c. Family and Medical Leave

Family and Medical Leave shall be provided in accordance with the University's FMLA policy.

d. Military Leave

A faculty member who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, Army National Guard or Air National Guard engaged in active

duty for training, inactive duty training or full-time duty, the commissioned corps of the Public Health Service, or any other category of persons designated by the President of the United States of America in time of war or national emergency will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Faculty members on Military Leave may substitute their accrued paid leave time for unpaid leave. At the conclusion of the leave, upon satisfaction of the conditions set forth below, a faculty member generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the faculty member is qualified to perform.

### **Procedure**

Any faculty member who is absent from work because of uniformed service shall be entitled to the reemployment rights described below if:

(1) the faculty member provides a copy of the military orders or other written or verbal notice in advance, to his or her Department Chair and office of human resources, unless he or she is unable to do so because of military necessity or it is otherwise impossible or unreasonable;

(2) the total, cumulative time the faculty member has been absent from St. Bonaventure due to uniformed service does not exceed five (5) years; and

(3) the faculty member reports to and/or submits an application for reemployment in accordance with the following schedule:

\* A faculty member who served for fewer than 31 days or who reported for a fitness to serve examination must report to the Department of Human Resources not later than the beginning of the first full regularly scheduled work period on the first full calendar day following completion of the period of service.

\* A faculty member who served for more than 30 days, but less than 181 days, must submit an application for reemployment no later than 14 days after completion of the



period of service.

\* A faculty member who served for more than 180 days must submit an application for reemployment no later than 90 days after the completion of the uniformed service.

\* A faculty member who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to the Department of Human Resources (if the service was less than 31 days), or submit an application for reemployment (if the service was greater than 30 days) in accordance with the appropriate provision above, measured from the end of the period that is necessary for the faculty member to recover from the illness or injury, so long as the recovery period does not exceed two years.

### **Required Documentation**

A faculty member whose military service was for more than 30 days must provide documentation within two weeks of his/her return (unless such documentation does not yet exist or is not readily available) showing the following: (i) the application for reemployment is timely (i.e. submitted within the required time period); (ii) the period of service has not exceeded five years; and (iii) the faculty member received an honorable or general discharge.

### **Reemployment**

A faculty member meeting the above requirements will be entitled to reemployment as follows:

(1) a faculty member who was in the uniformed service for fewer than 91 days will be placed in the position in which he/she was employed on the date the uniformed service began;

(2) a faculty member who was in the uniformed service for more than 90 days will be placed in the position in which he/she was employed on the date the uniformed service

began, or in a position of like seniority, status and pay;

(3) a faculty member who incurs or aggravates a disability during the uniformed service such that he/she is no longer qualified to perform the duties of his/her previous position will be placed in another position which is equivalent in seniority, status and pay (so long as the person is qualified to perform the duties of that position), or in a position for which he/she is qualified that is nearest in approximation to his/her prior position in seniority, status and pay.

St. Bonaventure is not required to reemploy a faculty member if:

(1) circumstances have so changed that reemployment is impossible or unreasonable (e.g., St. Bonaventure need not reemploy the faculty member if there has been an intervening reduction in personnel that would have included that person);

(2) reemployment would cause an undue hardship on St. Bonaventure; or

(3) the faculty member's employment was for a brief, non-recurrent period of time and there was no reasonable expectation that the employment would continue indefinitely or for a significant period of time.

### **Continuation of Health Benefits**

During a Military Leave of fewer than 31 days, a faculty member is entitled to continued group health plan coverage under the same conditions as if the faculty member had continued to work.

For Military Leaves of more than 30 days, St. Bonaventure will continue group coverage under the same conditions as if the faculty member had continued to work until the end of the month in which the Military Leave commences. A faculty member may elect to continue coverage at his or her expense thereafter. The maximum period

of coverage is the lesser of the 18-month period beginning on the first date of the faculty member's absence, or the day after the date on which the faculty member fails to apply for or return to his or her employment pursuant to the procedures set forth above.

The time spent on Military Leave shall count toward the eligibility requirements for a Sabbatical Leave. The deadline for applying for tenure will be extended by the length of the Military Leave unless the faculty member requests in writing that the leave not extend that deadline. If the deadline is extended, the tenure application will be due in the next annual cycle based upon years of service and length of leave.

ARTICLE VI COMPENSATION  
AND BENEFITS

- A. Proposals to change total faculty compensation (including benefits) may be initiated by either the Executive Officers or the Board of Trustees through the Office of the President or by the Faculty Senate. Upon formulation, the Faculty, Executive Officers, and Board of Trustees shall be apprised of such proposals.
  
- B. The Compensation Committee (a Faculty Senate Committee), composed of a Chair (Faculty Senator), five other faculty and two administrators shall review all proposals for changes in total compensation. The Compensation Committee will make recommendations to the Faculty Senate for discussion and advice to the President in a timely and reasonable manner. Total faculty compensation is established to reflect the contributions that faculty make as teachers, scholars, and members of the University community.
  
- C. The Compensation Committee shall coordinate its actions with the Senate Finance Committee when proposals involve budgetary changes. Total compensation (including that portion allocated to benefits) must consider the University's financial condition relative to general economic and budgetary constraints. All changes affecting compensation are reserved for final determination by the Board of Trustees.
  
- D. The amount of salary paid to an individual reflects one's position, responsibilities, and performance as measured by performance evaluations. Individual salary determination rests with the President on the recommendation of the appropriate administrative officials.

- E. The contracted compensation (including benefits) for each contract period is shown on the appointment agreement. Benefits are printed in the University's Benefits Booklet published annually by the Director of Human Resources and distributed each year with every contract. Compensation amendments to the appointment agreement may appear in the form of a letter from the President. Notice of changes in compensation (including benefits) shall be distributed to faculty members on or before June 30 preceding the expiration date of the existing contract or agreement.
  
- F. Salary ranges by rank are provided annually to the faculty, by the Vice President for Academic Affairs, no later than the beginning of the academic year in which the ranges apply. These ranges serve as guidelines for the administration to maintain reasonable equity.

## ARTICLE VII

### HANDBOOK AMENDMENTS

#### A.

1. A standing committee, to be known as the Faculty Status and Welfare Handbook Amendment Committee, shall comprise four trustees; four faculty elected by the Faculty in accordance with the Constitution and By-laws of the Faculty Senate; one academic dean designated annually by the chief academic officer; and, serving as chair, either the President or, by Presidential appointment, the chief academic officer. All members of the committee shall serve as voting members except the academic dean.

2. The Faculty Status and Welfare Handbook Amendment Committee shall establish by-laws governing, among other matters, their rules for meeting and deliberation. By-laws and minutes of the meetings must be made available to the University community in a timely fashion.

3. Six of the nine voting members including the chair shall constitute a quorum.

#### B.

1. Proposals to amend this Handbook may be initiated either by the Faculty, the Faculty Senate, the Board of Trustees, the University administration through the President or chief academic officer, or the Faculty Status and Welfare Handbook Amendment Committee. Only those proposals developed in accordance with established procedures of these respective groups shall be considered.

2. Proposals initiated by the Faculty or the Faculty Senate shall be transmitted in writing to the Chair of the Faculty Senate, who shall then forward the proposals in a timely manner to the Faculty Status and Welfare Handbook Amendment Committee. Proposals initiated by the Board of Trustees shall be transmitted in writing to the President, who shall then forward the proposals in a timely manner to the Faculty Status and Welfare Handbook Amendment Committee. Proposals initiated by the University administration shall be transmitted in writing to the chief academic officer, who shall then forward the proposals in a timely manner to the Faculty Status and Welfare Handbook Amendment Committee.

C.

1. The Faculty Status and Welfare Handbook Amendment Committee shall meet at least once in the fall semester and once in the spring semester to review the Faculty Status and Welfare Handbook, to act upon proposals transmitted to them, and, if deemed necessary, to develop their own proposals.

2. In considering proposals to the handbook, the Faculty Status and Welfare Handbook Amendment Committee shall consult with relevant constituencies and will meet more often than once a semester, if necessary, to act on proposals in a timely manner.

3. The Faculty Status and Welfare Handbook Amendment Committee must act on each proposal that they receive in one of the following ways: (1) vote to recommend the proposal as an amendment, (2) vote to reject the proposal as an amendment, or (3) revise the proposal and vote to recommend the revision as an amendment. A vote by six of the nine voting members, including at least two faculty members, shall constitute a recommendation. A failure to act in one of these three ways within 90 days of the first meeting to consider a proposal shall constitute a rejection of that proposal. The Senate may nonetheless initiate a faculty referendum on proposals that are rejected by the committee.

4. The chair of the committee in a timely manner shall forward recommendations for amendment as well as rejections of proposals to the President and to the Chair of the Faculty Senate.

D.

Recommendations for amendment shall be voted on by the Faculty in accordance with the Faculty Senate Constitution and By-laws, and if approved, shall be transmitted to the Board of Trustees by the President. However, with respect to changes in faculty compensation, see Paragraph E following.

E.

All substantive changes affecting total faculty compensation are reserved for Board approval only. However, any such changes must be made in accordance with the process outlined in Article

VI. Proposals to amend the Article VI process, as well as proposals to amend any other provision of this Handbook, shall follow the procedures above.

F.

Final approval for the provisions of this Handbook and any amendments thereto rests with the Board of Trustees. Amendments approved by the Board of Trustees shall be distributed to the Faculty on or before the date on which Faculty contracts are issued.