

FACULTY STATUS AND WELFARE HANDBOOK

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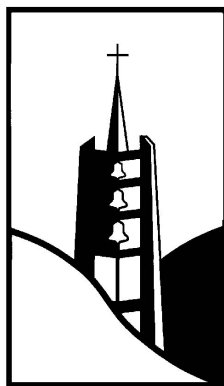
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ST. BONAVENTURE
UNIVERSITY
Founded 1858

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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 Administrator's 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 or College, Chairs of Departments, and all individuals who hold the rank of Professor, Clinical Professor, Associate Professor, Clinical Associate Professor, Assistant Professor, Clinical Assistant Professor, Lecturer, or Clinical Instructor; professional members of the Library staff; and the Research staff. Faculty who hold concurrent administrative appointments shall be subject to the applicable provisions of both the Faculty Status and Welfare Handbook with respect to their faculty appointment and the Administrator's Handbook with respect to their administrative appointment.
5. *Teaching Faculty* are the members of the full-time faculty who hold the rank of Professor, Clinical Professor, Associate Professor, Clinical Associate Professor, Assistant Professor, Clinical Assistant Professor, Lecturer, or Clinical Instructor and who teach at least six (6) credit hours per University fiscal year.
6. *Academic Year* is the twelve month period of time commencing with the scheduled start of activities for the Fall semester of each year.
7. *Chair* or *Program Director* is the leader in an academic unit. The Dean will fulfill the responsibilities designated for chairs in academic units without individual departments. Chair responsibilities and compensation will be documented in a separate contract.
8. *School* encompasses both School and Department in Schools without Departments.

ARTICLE II. FACULTY RANKS AND COMPOSITION

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

1. LECTURER

The Lecturer shall ordinarily possess at least a master's degree or its equivalent, show competency in instruction and maintain currency in their field. Other professional activities, in addition to teaching, may be mutually agreed to between the University and the Lecturer. 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. 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 the event that a person holding the rank of Lecturer is promoted to a tenurable rank, the length of service as a Lecturer will count toward the time periods for tenure specified in Article VI A unless the Lecturer, Chair and Dean agree in writing to count some other specified number of years in service toward tenure at the time of promotion to tenurable rank.

2. 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.

3.

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 a level of instructional ability that results in, for example, positive student learning outcomes, strong student, peer and/or supervisor evaluations, recognized professional growth and knowledge, a salutary influence upon students under his or her tutelage, and professional standing among his or her colleagues. Achievement in professional activity, normally evidenced by significant peer-reviewed publications or, where appropriate, by other generally accepted significant forms of professional activity 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.

4.

PROFESSOR

The Professor should possess, and have demonstrated in an exceptional manner, the qualifications required for appointment as Associate Professor and beyond those should have a demonstrated pattern over time of high quality scholarly activity and accomplishments that have led to professional recognition for contributions to his or her field of knowledge.

5.

CLINICAL INSTRUCTOR

The Clinical Instructor (granted only to School of Health Professions) should possess a professional license and at least the same level of education assigned students are pursuing, unless this requirement is waved by the department chair/program director. The Clinical Instructor position is reserved for individuals who have demonstrated their competency in the area in which they are assigned. Clinical Instructors would not ordinarily provide didactic instruction (i.e., lectures), service, or scholarship unless mutually agreed upon as delineated in a term contract. Tenure is not granted to those holding the position of Clinical Instructor, nor is tenure ever to be considered having been granted because of a long-term relationship. In the event that a person holding the rank of Clinical Instructor is promoted to a tenurable position, time served in the rank of Clinical Instructor may count towards the eligibility requirements for tenure.

6. CLINICAL ASSISTANT PROFESSOR

The Clinical Assistant Professor (granted only to School of Health Professions) should possess the appropriate professional terminal degree and clinical license in his or her field. Those appointed to the rank of Clinical 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. Tenure is not granted to those holding the position of Clinical Assistant Professor, nor is tenure ever to be considered having been granted because of a long-term relationship. In the event that a person holding the rank of Clinical Assistant Professor is promoted to a tenurable position, time served in previous clinical track ranks may count towards the eligibility requirements for tenure.

7. CLINICAL ASSOCIATE PROFESSOR

The Clinical Associate Professor (granted only to School of Health Professions) should possess, and have demonstrated in an exceptional manner, the qualifications required for appointment as Clinical Assistant Professor. In addition, the Clinical 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 contribution will be required for this rank. Tenure is not granted to those holding the position of Clinical Associate Professor, nor is tenure ever to be considered having been granted because of a long-term relationship. In the event that a person holding the rank of Clinical Associate Professor is promoted to a tenurable position, time served in previous clinical track ranks may count towards the eligibility requirements for tenure.

8. CLINICAL PROFESSOR

The Clinical Professor (granted only to School of Health Professions) should possess, and have demonstrated in an exceptional manner, the qualifications required for appointment as Clinical Associate Professor and beyond these should have gained professional recognition for contributions

to his or her field of knowledge. Tenure is not granted to those holding the position of Clinical Professor, nor is tenure ever to be considered having been granted because of a long-term relationship. In the event that a person holding the rank of Clinical Professor is promoted to a tenurable position, time served in previous clinical track ranks may count towards the eligibility requirements for tenure.

B. DISTINGUISHED PROFESSOR & VISITING PROFESSOR

Appointments as “Distinguished Professor” and “Visiting Professor” (including the variants of “Visiting Assistant Professor,” and “Visiting Associate Professor” dependent upon the qualifications of the appointee) 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. Tenure is not granted to those holding the positions of Distinguished Professor or Visiting Professor nor is tenure ever to be considered having been granted because of a long-term relationship. In the event that a person holding the rank of Distinguished Professor or Visiting Professor is later appointed to a tenurable rank, the length of service as a Distinguished or Visiting Professor will not count toward the time periods for tenure specified in Article VI unless otherwise agreed to in writing by all parties at the time of promotion to tenurable rank.

When such appointments coincide with endowed funds, the terms of the endowment shall be followed.

C. PROFESSOR EMERITUS

The title of Professor Emeritus is an honorary designation that may be awarded to recognize those who have retired with the earned rank of Professor or Clinical Professor after at least 10 years of full-time service to the University, and who have served the University and their field of knowledge meritoriously. A Professor Emeritus shall not have voting privileges in departmental, School, or University affairs and is not subject to the terms of the Faculty Status and Welfare Handbook except for those provisions describing terms and conditions for retired faculty.

Awarding of the title of Professor Emeritus shall follow the same timeline as for tenure and promotion. This process may begin in the year preceding a faculty member's retirement.

D. FACULTY COMPOSITION

With the exception of practica, at least three-fourths of the student credit hours offered annually in each School or division shall be taught by faculty in tenured or tenure track positions. No more than 5% of faculty shall be joint appointees with other institutions. This policy may be waived by an affirmative vote of three fourths of the tenured and tenure track faculty in the affected school or division.

E. Promotions to the ranks of Assistant Professor, Clinical Assistant Professor, Associate Professor, Clinical Associate Professor, Professor, and Clinical 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.

F. 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.

- G. 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 this section (G) 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. FACULTY APPOINTMENT

A. Appointment

1. Appointments to the faculty are initiated by the Department Chair by written recommendation to the appropriate Dean. The Department Chair is required to follow the University Policy on Faculty Hiring. 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.
2. Untenured, tenure track faculty shall receive an initial one-year contract. If renewed, their second contract may be for a period of up to two years. If again renewed, their final contract as an untenured, tenure track faculty member may be for a period of up to 3 years, terminating in the year of their application for tenure. Beginning with the time of application for tenure, the provisions of the article addressing tenure and promotion in this Handbook shall apply.
3. Non-tenure track faculty shall receive contracts of no longer than three years, renewable indefinitely at the mutual agreement of the faculty member and University.

B. Non-Renewal and Termination of Appointment

1. In any case in which the University wishes not to renew a non-tenured appointment, the President will notify the faculty member in writing by October 15 of the contract's final year, except in the following instances: notification shall be given in writing by March 1 of the final year of the initial contract and by January 15 of the final year of the second contract. 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. If the faculty member is in a tenurable position (i.e., has the rank of Assistant Professor, Associate Professor or

Professor), then the President shall provide, upon the faculty member's written request, a written rationale for the decision not to renew the appointment.

2. The University may terminate a faculty member's appointment prior to the expiration date of his or her contract through dismissal for serious cause, but only for those reasons, and in accordance with the procedures specified in Article V, (Termination of Appointment) of this Handbook.

C. Joint Appointments

1. Intra-Institutional Joint Appointments

- a. Faculty members may be jointly appointed to two or more academic units, herein defined as degree-granting academic programs, or departments.
- b. A joint appointment may only be proposed by the heads of academic units, and shall follow the procedure of recommendation and approval as outlined in Article III, A.1.
- c. In all joint appointments, one academic unit shall be designated as the 'primary unit' with the other unit(s) designated as the 'secondary unit(s).' The primary unit shall be an academic department, and shall serve as the faculty member's locus of general administration, of evaluation, and of tenure and promotion. The jointly appointed faculty member shall have full voting rights in all academic units to which he or she is appointed.
- d. The specific terms of each joint appointment shall be outlined in a memorandum of understanding, which shall be agreed upon and signed by the faculty member, the heads of the academic units involved, the appropriate deans(s), and the Vice President for Academic Affairs. The memorandum of understanding shall ensure that the faculty member's cumulative obligations among the various units to which he or she is appointed do not exceed the obligations of other full-time faculty members in individual units. The memorandum of understanding shall specify: the faculty member's obligations to each unit with regard to instructional, professional, and service activities; the duration of the joint appointment and the procedures to change or discontinue it; the nature and extent of the consultative role of the secondary unit(s) in matters of, e.g., evaluation, tenure and promotion, and various types of

leaves; the provision of space and equipment; the eligibility to represent an academic unit or to serve as its chair; and other ad hoc provisions.

2. Inter-Institutional Joint Appointments

Joint appointments can also be made between St. Bonaventure University and other academic institutions. In such a case, one institution shall serve as the primary base of appointment and the other(s) shall serve as the secondary base(s) of appointment. The primary institution shall also serve as the locus of evaluation, and of tenure and promotion. In all cases of inter-institutional joint appointments, a memorandum of understanding shall be agreed upon and signed by the faculty member, the heads of the academic units involved, the appropriate deans, and the Chief Academic Officer of each institution. The memorandum of understanding shall ensure that the faculty member's cumulative obligations among the various institutions to which he or she is appointed do not exceed the obligations of other full-time faculty members in the individual institutions. The memorandum of understanding shall specify: the faculty member's obligations to each institution with regard to instructional, professional, and service activities; the duration of the joint appointment and the procedures to change or discontinue it; the nature and extent of the consultative role of the secondary institution(s) in matters of, e.g., evaluation, tenure and promotion, and various types of leaves; the provision of space and equipment at each institution; the eligibility of the faculty member to represent, at each institution, an academic unit or to serve as its chair; and other ad hoc provisions.

ARTICLE IV. 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 VI. 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.

ARTICLE V. TERMINATION OF APPOINTMENT AND OTHER SANCTIONS

- A. Termination of a tenured appointment, or of a non-tenured appointment before the end of the contractually specified term, may be effected by the University only for the following reasons: (1) financial exigency, (2) discontinuance of an academic department, division or school for reasons other than financial exigency, (3) dismissal for serious cause.

B. FINANCIAL EXIGENCY

1. a. Financial exigency is an imminent financial crisis that threatens the survival of the University as a whole and that cannot be alleviated by less drastic means than termination of faculty appointments.

b. No termination of faculty appointments because of financial exigency shall take place unless all the steps described in V. 1. c – l have been completed.

c. If the administration believes that a state of financial exigency exists, the President must notify the Chair of the Faculty Senate in writing of the administration's intent to present evidence at a Financial Exigency Hearing that such a state of financial exigency exists. Such notice shall be accompanied by supporting documents that form the basis of the administration's belief that a state of financial exigency exists and the extent thereof, i.e., the amount of monetary deficit to be offset by termination of faculty appointments. All information contained in the supporting documents shall be treated as confidential unless all parties consent in writing to its disclosure or the information is relevant to a judicial, administrative or other legal proceeding or challenge.

d. A Financial Exigency Challenge Committee (FECC), consisting of three (3) full-time tenured faculty members elected at large by the Faculty, using the definition of "Faculty" presented in this Handbook, will be responsible for reviewing all relevant information prior to the administration's presentation of its case for financial exigency at the Financial

Exigency Hearing. The election will be completed by the Constitution Committee of the Faculty Senate as expeditiously as possible, but in no case more than twenty (20) calendar days after the Chair of the Faculty Senate receives the required notice and supporting documentation from the President pursuant to the provisions of B.(1)(c). Faculty members who hold an administrative position at the rank of Dean or higher are ineligible to serve on the FECC. No member of the FECC may serve on the Financial Exigency Hearing Board (see B.(1)(e) below). It shall be the function of the FECC to challenge, at the Financial Exigency Hearing, the administration's claims about the existence or extent of financial exigency. In order to enable the FECC to prepare adequately for this hearing, the administration shall provide the FECC with the information relevant to the issues of the existence and extent of financial exigency. Any information that the administration intends to rely upon when presenting its case for financial exigency at the Financial Exigency Hearing, including the supporting documents referred to in B.(1)(c) above, shall be provided in writing to the FECC within two (2) calendar days of the completion of the election of the FECC. Any requests for additional information made by the FECC must be submitted in writing to the administration no later than ten (10) calendar days prior to the Financial Exigency Hearing. The administration will have up to seven (7) calendar days to respond in writing to any such request, and any such request shall not be unreasonably denied. All information provided by the administration to the FECC shall be treated as confidential unless all parties consent in writing to its disclosure or the information is relevant to a judicial, administrative or other legal proceeding or challenge.

e. A Financial Exigency Hearing Board (FEHB), consisting of five (5) full-time tenured faculty members elected at large by the Faculty, using the definition of "Faculty" presented in this Handbook, will be responsible for hearing the administration's case for the existence and extent of financial exigency. Subject to B.(1)(f) below, the election will be completed as expeditiously as possible by the Constitution Committee of the Faculty Senate, but in no case more than ten (10) calendar days after the completion of the FECC election. Faculty members who hold an administrative position at the rank of Dean or higher are ineligible to serve on the FEHB. The Financial Exigency Hearing shall take place no sooner than twenty

(20) calendar days after the completion of the FECC election, and no later than thirty (30) calendar days after the completion of the FECC election.

f. In order for the FECC to have adequate time to prepare for the Financial Exigency Hearing, the FECC election shall be completed before the FEHB election is initiated.

g. At the Financial Exigency Hearing, the burden will rest on the administration to prove by a preponderance of the evidence the existence and extent of a state of financial exigency. One member of the Board of Trustees appointed by the Board of Trustees may be present at the hearing as an observer. A written record of the Financial Exigency Hearing shall be kept by a stenographer furnished by the University. A transcript shall promptly be provided to the President, the Chair of the Faculty Senate, the Chair of the FEHB and the Chair of the Board of Trustees. This document shall be treated by all parties as confidential unless all parties consent in writing to its disclosure or the information contained therein is relevant to a judicial, administrative or other legal proceeding or challenge.

h. Upon the conclusion of the Financial Exigency Hearing, and recognizing that the Board of Trustees may determine that a state of financial exigency exists, a Faculty Appointment Termination Recommendations Committee (FATRC) consisting of full-time tenured faculty representatives, one from each school, except in the case of Arts and Sciences, where there shall be one representative from each division, shall be elected by the Faculty, using the definition of “Faculty” presented in this Handbook. The election will be completed as expeditiously as possible by the Constitution Committee of the Faculty Senate, but in no case more than ten (10) calendar days after the conclusion of the Financial Exigency Hearing. This committee shall define the criteria to be used in identifying the appointments that may be terminated. Based upon the established criteria, the FATRC shall recommend appointments for termination. All deliberations of the FATRC leading to the final recommendations and to the criterion-based rationales for those recommendations shall be confidential unless all parties consent in writing to their disclosure or the information is relevant to a judicial, administrative or other legal proceeding or challenge.

- i. No later than ten (10) calendar days after the conclusion of the Financial Exigency Hearing, the Chair of the FEHB shall report in writing its findings, regarding (1) the existence of financial exigency and (2) the extent of financial exigency, to the Chair of the Faculty Senate and to the President. The Chair of the Faculty Senate shall promptly report these findings to the Faculty.
- j. No later than fifteen (15) calendar days after the conclusion of the Financial Exigency Hearing, three (3) representatives of the administration and three (3) representatives of the FEHB shall meet with the Board of Trustees and present the positions of the administration and the FEHB concerning the existence and extent of financial exigency.
- k. Within ten (10) calendar days after meeting with representatives from the administration and FEHB, the Board of Trustees will make its final determinations regarding the existence and extent of financial exigency. Within three (3) calendar days of the Board's determinations regarding the existence and extent of financial exigency, the President will report those determinations to the Faculty.
- l. No later than twenty-one (21) calendar days following the President's report of the Board of Trustees' determinations to the Faculty regarding the existence and extent of financial exigency, the FATRC shall, if the Board has determined that a state of financial exigency exists, send its recommendations of appointments to be terminated, along with criterion-based rationales for each recommendation, to the President, who, after reviewing the committee's recommendations, will decide those faculty appointments to be terminated. Within seven (7) calendar days the President will communicate the final list of terminated appointments to the FATRC before informing faculty members that their appointments have been terminated. Should the President deviate from the recommendations of the FATRC, the President will provide the FATRC a written criterion-based rationale for such deviation. Both the report of the FATRC and the report of the President will be forwarded by the President to the Board of Trustees within two (2) calendar days.

2. The following procedure shall be followed in all cases involving termination because of financial exigency:

a. Within four (4) calendar days of providing to the FATRC the final list of terminated appointments, the President will notify faculty members in writing of the termination of their appointments, the reasons for their termination, including all criterion-based rationales for the termination and the relevant supporting documents from the FATRC and/or from the President, and the instructions for appealing the termination decision.

b. When a faculty member has been notified in writing by the President of the termination of his or her appointment, he or she may appeal the case to the Faculty Senate. Notice of appeal must be made in writing to the Chair of the Faculty Senate within five (5) calendar days of the faculty member's receipt of notification of termination.

c. A Hearing Board consisting of five (5) full-time tenured faculty members and two (2) alternates shall be elected at large by the Faculty, using the definition of "Faculty" presented in this Handbook. The election shall be completed as expeditiously as possible by the Constitution Committee of the Faculty Senate, but in no case more than ten (10) calendar days after the first notice of appeal is received by the Chair of the Faculty Senate. The Chair of the Constitution Committee will announce the results of the election of the Hearing Board to the appellant and to the Administration. Members of the FATRC, appellants, and any faculty member who holds an administrative position at the rank of Dean or higher are ineligible to serve on this board. Should multiple appeals be filed by different faculty members receiving notice of termination, the same Hearing Board may hear all such appeals. Either the appellant or the administration may challenge one prospective member of the Hearing Board within five (5) calendar days of the announcement of the results of the Hearing Board's election. The Faculty Senate shall hear arguments and resolve all challenges by denying the challenge or by nominating and electing a replacement from the alternates elected in the process described earlier in this paragraph. Once the Hearing Board is in place, the members shall meet to select a Chair from among themselves. After

consultation with the appellant and the administration, the Chair of the Hearing Board shall have sole authority and discretion to schedule a hearing. However, in no case will this hearing begin fewer than fourteen (14) calendar days and no more than twenty-eight (28) calendar days after the date when the appellant's notice of appeal was received by the Chair of the Faculty Senate.

d. The faculty member appealing termination shall be entitled to appear at the hearing, and to be represented by counsel at his or her own expense. The President, or his or her administrative delegate, shall be entitled to appear at the hearing and may be represented by University Counsel. Both parties will have the right to present evidence, to call witnesses, to cross-examine witnesses, and to submit written and oral arguments at the hearing. The hearing shall be held in private, and all arguments and evidence shall be kept confidential unless all parties involved consent in writing to their disclosure or the information is relevant to a judicial, administrative or other legal proceeding or challenge. The Hearing Board may grant reasonable time extensions to the appellant or to the Administration. A written record of the 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 at the University's expense.

e. The issues in this hearing shall be limited to:

i. The validity of the criteria for identifying appointments to be terminated; but the recommendations of the FATRC on these matters will be considered presumptively valid.

ii. Whether the criteria are being properly applied in the individual case.

f. Within ten (10) calendar days after the conclusion of the hearing (or in the case of multiple hearings, within ten (10) calendar days after the conclusion of the last hearing), the Chair of the Hearing Board shall report in writing the Hearing Board's findings and supporting rationales to the appellant(s) and to the President. Should the Hearing Board's

findings support an appellant, the written record of the hearing and the Hearing Board report shall be forwarded by the President to the Chair of the Board of Trustees. Within twenty (20) calendar days of the conclusion of the hearing (or in the case of multiple hearings, within twenty (20) calendar days after the conclusion of the last hearing), the President, or the President's administrative delegate, and the Chair of the Hearing Board shall meet with the Board of Trustees to offer comments and answer questions related to the hearing and the Hearing Board report. The Board of Trustees will then reach a final decision.

3. Before terminating an appointment because of financial exigency, the University shall make reasonable efforts to place the faculty member concerned in another vacant position within the University for which he or she may be qualified. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be provided. Only if no position is available within the University, with or without retraining, may the faculty member's employment be terminated.

4. A tenured faculty member whose services are terminated because of financial exigency 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. Payment shall be made according to the regular pay schedule. A non-tenured faculty member whose services are terminated for this reason will receive full salary with benefits for the remainder of the contractually specified term or for a period of one year, whichever is shorter, unless it be a case of either a natural disaster or a national state of emergency.

5. The appointment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances in which terminating the appointment of the faculty member without tenure would prevent an important academic program from achieving its mission.

6. If the University, because of financial exigency, terminates appointments, it will not for a period of three (3) years following the terminations make new appointments except in the

following cases: (a) extraordinary circumstances exist in which failure to make new appointments would prevent an important academic program from achieving its mission; (b) the university wishes to fill the position of a faculty member whose appointment was terminated because of financial exigency, in which case the released faculty member must be offered reinstatement and thirty (30) calendar days in which to accept or decline the offer; or (c) appointments are required to staff new academic programs approved by the Faculty Senate or the Graduate Council.

C. DISCONTINUANCE OF ACADEMIC DEPARTMENT, DIVISION OR SCHOOL

1. Discontinuance of one of its academic departments, divisions or schools for reasons other than financial exigency* may result in termination of the appointment of a tenured faculty member, or termination before the end of the contractually specified term of the appointment of a non-tenured faculty member with one or more years remaining in the contract term. In such cases, written notification of termination must be given at least twelve (12) months in advance of termination. Each tenured faculty member terminated pursuant to this paragraph will receive full salary with benefits for one academic year after the academic year in which notification occurs, unless it be a case of either a natural disaster or a national state of emergency. Payment shall be made according to the regular pay schedule. Non-tenured faculty members with less than one year remaining in their contractually specified term may not be terminated, pursuant to this paragraph, before the end of the contract term.

* When discontinuance of a department, division or school is mandated by financial exigency, the standards and procedure of IV.B. will apply.

2. A merger of a department, division or school with another department, division or school, or any similar administrative reorganization, does not constitute discontinuance of the affected departments, divisions or schools.

3. The decision to discontinue an academic department, division or school will be based primarily upon educational considerations, as determined by the faculty through the Faculty Senate. These educational considerations must reflect long-range judgments that the educational mission of the University as a whole will be served by the discontinuance.
4. Although the University must reserve the right to terminate appointments because of discontinuance of an academic department, division or school, reasonable efforts will be made to retain any affected faculty member. The University shall make reasonable efforts to place the faculty member in another vacant position at the University for which he or she may be qualified. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be provided. Only if no position is available within the University, with or without retraining, may the faculty member's employment be terminated.
5. The following procedure shall be followed in all cases involving termination of appointment because of discontinuance of an academic department, division or school:
 - a. The President will notify faculty members in writing of their termination, the reasons for their termination and the instructions for appealing the termination decision.
 - b. When a faculty member has been notified in writing by the President of the termination of his or her appointment, he or she may appeal the case to the Faculty Senate. Notice of appeal must be made in writing to the Chair of the Faculty Senate within five (5) calendar days of the faculty member's receipt of notification of termination.
 - c. A Hearing Board consisting of five (5) full-time tenured faculty members and two (2) alternates shall be elected at large by the Faculty, using the definition of "Faculty" presented in this Handbook. The election shall be completed as expeditiously as possible by the Constitution Committee of the Faculty Senate, but in no case more than ten (10) calendar days after the first notice of appeal is received by the Chair of the Faculty Senate. The Chair

of the Constitution Committee shall announce the results of the election of the Hearing Board to the appellant and to the Administration. Appellants and any faculty member who holds an administrative position at the rank of Dean or higher are ineligible to serve on this board. Should multiple appeals be filed by faculty members receiving notice of termination due to discontinuance of an academic department, division or school, the same Hearing Board may hear all such appeals. Either the appellant or the administration may challenge one prospective member of the Hearing Board within five (5) calendar days of the announcement of the results of the Hearing Board's election. The Faculty Senate shall hear arguments and resolve all challenges by denying the challenge or by nominating and electing a replacement from the alternates elected in the process described earlier in this paragraph. Once the Hearing Board is in place, the members shall meet to select a Chair from among themselves. After consultation with the appellant and the administration, the Chair of the Hearing Board shall have sole authority and discretion to schedule a hearing. However, in no case will this hearing begin fewer than fourteen (14) calendar days and no more than twenty-eight (28) calendar days after the date when the appellant's notice of appeal was received by the Chair of the Faculty Senate.

d. The faculty member appealing termination shall be entitled to appear at the hearing, and to be represented by counsel at his or her own expense. The President, or his or her administrative delegate, shall be entitled to appear at the hearing and may be represented by University Counsel. Both parties shall have the right to present evidence, to call witnesses, to cross-examine witnesses, and to submit written and oral arguments at the hearing. The hearing shall be held in private, and all arguments and evidence shall be kept confidential unless all parties involved consent in writing to their disclosure or the information is relevant to a judicial, administrative or other legal proceeding or challenge. The Hearing Board may grant reasonable time extensions to the appellant or to the Administration. A written record of the 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 at the University's expense.

e. The issues in this hearing shall be limited to the University's failure to satisfy any of the conditions specified in IV.C.(1)-(4) above.

f. Within ten (10) calendar days after the conclusion of the hearing (or in the case of multiple hearings, within ten (10) calendar days after the conclusion of the last hearing), the Chair of the Hearing Board shall report in writing the Hearing Board's findings and supporting rationales to the appellant and to the President. Should the Hearing Board's findings support an appellant, the written record of the hearing and the Hearing Board report shall be forwarded by the President to the Chair of the Board of Trustees. Within twenty (20) calendar days of the conclusion of the hearing (or in the case of multiple hearings, within twenty (20) calendar days after the conclusion of the last hearing), the President, or the President's administrative delegate, and the Chair of the Hearing Board shall meet with the Board of Trustees to offer comments and answer questions related to the hearing and the Hearing Board report. The Board of Trustees will then reach a final decision.

D. DISMISSAL FOR SERIOUS CAUSE

1. Tenured faculty members may be dismissed for serious cause. Non-tenured faculty members may be dismissed before the end of their contractually specified term for serious cause. Serious cause is defined as:

- a. Professional incompetence;
- b. Continued documented neglect of duties and responsibilities;
- c. Conviction of a felony;

d. Serious reasons related to moral turpitude, as defined by the laws of the United States, the State of New York, or any other U. S. State in which the faculty member resides;

e. Serious violation of the University Discrimination and Harassment Policy.

2. The procedure to be followed in all cases involving dismissal for serious cause is that specified in V. F. below.

E. SANCTIONS OTHER THAN DISMISSAL

1. If the administration believes that the conduct of a faculty member, although not constituting serious cause for dismissal, is sufficiently grave to justify imposition of a severe sanction, such as suspension from service for a stated period or denial of access to communication or information networks, buildings or grounds, the administration may impose such a severe sanction in accordance with the procedure specified in IV.F. below.

2. If the administration believes that the conduct of a faculty member justifies imposition of a minor sanction, such as a reprimand, it will 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. A faculty member who believes that a sanction has been incorrectly categorized as a minor sanction, or that a minor sanction has been unjustly imposed, may file a complaint on these grounds with the Faculty Senate Grievance Committee, which shall determine whether the sanction is severe or minor, and otherwise follow normal Grievance Committee procedures.

F. PROCEDURE FOR SEVERE SANCTIONS AND FOR DISMISSAL FOR SERIOUS CAUSE

The following procedure shall be followed in all cases involving dismissal for serious cause or the imposition of a severe sanction other than dismissal:

1. The President will notify the faculty member in writing of the charges that may serve as the basis of dismissal for serious cause or a specified severe sanction other than dismissal and shall refer the faculty member to the sections of the Faculty Status and Welfare Handbook relating to dismissal and severe sanctions. Within ten (10) calendar days, the faculty member will respond in writing to the President regarding the charges. Within ten (10) calendar days of receipt of the written response from the faculty member, the President will notify the faculty member in writing either that the charges against the faculty member are dropped with the rationale for dropping them or that the President has decided to dismiss the faculty member for serious cause or impose the specified severe sanction. If the charges are not being dropped, the President shall provide instructions for appealing the dismissal or sanction decision. If the faculty member fails to respond to the charges within the initial ten-day (10-day) period, the President will notify the faculty member in writing of the faculty member's dismissal for serious cause or the imposition of the specified sanction. In cases in which charges are dropped, a record of both the charges and the rationale for dropping them will be retained in the faculty member's personnel file.

2. When a faculty member has been notified in writing that he or she has been dismissed or that a severe sanction has been imposed, he or she may appeal the case to the Faculty Senate. Notice of appeal must be made in writing to the Chair of the Faculty Senate within five (5) calendar days of the faculty member's receipt of notification of dismissal or severe sanction.

3. A Hearing Board consisting of five (5) full-time tenured faculty members and two (2) alternates shall be elected at large by the Faculty, using the definition of "Faculty" presented in this Handbook. The election shall be completed as expeditiously as possible by the Constitution Committee of the Faculty Senate, but in no case more than ten (10) calendar days after the first

notice of appeal is received by the Chair of the Faculty Senate. The Chair of the Constitution Committee will announce the results of the election of the Hearing Board to the appellant and to the Administration. Appellants and any faculty member who holds an administrative position at the rank of Dean or higher are ineligible to serve on this board. Either the appellant or the administration may challenge one prospective member of the Hearing Board within five (5) calendar days of the announcement of the results of the Hearing Board's election. The Faculty Senate shall hear arguments and resolve all challenges by denying the challenge or by nominating and electing a replacement from the alternates elected in the process described earlier in this paragraph. Once the Hearing Board is in place, the members shall meet to select a Chair from among themselves. After consultation with the appellant and the administration, the Chair of the Hearing Board shall schedule a hearing. However, in no case shall this hearing begin fewer than fourteen (14) calendar days and no later than twenty-eight (28) calendar days after the date when the appellant's notice of appeal was received by the Chair of the Faculty Senate.

4. The faculty member appealing dismissal or the imposition of a severe sanction other than dismissal shall be entitled to appear at the hearing, and to be represented by counsel at his or her own expense. The President, or his or her administrative delegate, shall be entitled to appear at the hearing and may be represented by University Counsel. Both parties shall have the right to present evidence, to call witnesses, to cross-examine witnesses, and to submit written and oral arguments at the hearing. The hearing shall be held in private, and all arguments and evidence shall be kept confidential unless all parties involved consent in writing to their disclosure or the information is relevant to a judicial, administrative or other legal proceeding or challenge. The Hearing Board may grant reasonable time extensions to the appellant or to the Administration. 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 at the University's expense.

5. In the case of dismissal for serious cause, the issues in the hearing shall be limited to:

- a. whether the charges made against the appellant are true;

b. whether those charges, if established to be true, rise to the level of serious cause as defined in Article V. D. 1. of this Handbook;

c. whether, in circumstances in which patterns of behavior form the basis of a charge necessary to establish serious cause, the administration provided adequate written notice to the appellant of any relevant incidents of which it was aware.

6. In the case of a severe sanction other than dismissal, the issues in the hearing shall be limited to:

a. whether the charges made against the appellant are true;

b. whether those charges, if established to be true, warrant the severe sanction imposed;

c. whether, in circumstances in which patterns of behavior form the basis of the charge made to warrant the severe sanction, the administration provided adequate written notice to the appellant of any relevant incidents of which it was aware.

7. The administration shall bear the burden of proof by clear and convincing evidence with respect to each of the issues enumerated in Article V. F. 5 and V. F. 6.

8. Within ten (10) calendar days after the conclusion of the hearing, the Chair of the Hearing Board shall report in writing its findings and supporting rationales to the appellant and to the President. Should the Hearing Board's findings support the appellant, the written record of the hearing and the Hearing Board report shall be forwarded by the President to the Chair of the Board of Trustees. Within twenty (20) calendar days of the conclusion of the hearing, the President, or the President's administrative delegate, and the Chair of the Hearing Board shall

meet with the Board of Trustees to offer comments and answer questions related to the hearing and the Hearing Board report. The Board of Trustees will then reach a final decision.-

G. EXTRAORDINARY CASES

In extraordinarily grave cases, the President may immediately suspend a faculty member from participation in all University activities. Formal charges will be made and the procedure specified in section IV.F. is to be followed. 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 procedure described above.

ARTICLE VI. 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.
 - 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 contract year is:

1. Nine (9) credit hours in a single semester for a total of eighteen (18) credit hours during the contract year for all persons holding the rank of Professor or Clinical Professor.
2. Twelve (12) credit hours in a single semester for a total of twenty-four (24) credit hours during the contract year for all persons holding the rank of Lecturer, Clinical Instructor, Assistant Professor, Clinical Assistant Professor, Associate Professor, or Clinical Associate Professor.

These maximum loads may be spread throughout Fall, Spring, and Summer semesters if agreed to in writing by the faculty member, and appropriate Department Chair and Dean.

D. Standard load equivalencies shall exist for non-standard teaching activities such as mentoring master's theses, labs, studio courses, field blocks, and other courses. The equivalencies shall be published with other University Academic Policies.

E. The maximum instructional load during the summer is a four course twelve (12) hour load. Compensation for such teaching will be made on a stipend basis, in addition to the faculty member's contract salary. No stipend will be provided for any portion of summer instruction that will be counted as part of one's standard annual instructional load. Stipends shall be paid by the end of the individual's contract year.

- F. 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.
- G. Expectations for those receiving reductions below the standard maximum instructional load for their faculty rank shall be annually agreed upon, documented, and incorporated in evaluations in accordance with the provisions of this Handbook.
- H. There shall be no load reductions below 18 credit hours per contract year for full-time faculty for engaging in scholarship, administrative tasks or undertaking other service activities, except when endowments, grants or other similar non-instructional revenue sources are used to fund faculty compensation, including benefits, for engaging in such activities. Where it is deemed necessary for those with full-time status to undertake significant administrative responsibilities (e.g., including but not limited to the Vice President for Academic Affairs, academic deans, and chairs), those duties and load reductions shall be reflected in a separate contract.
- I. Full Professors or Clinical Professors who do not wish to be evaluated on the basis of publishable research may elect to teach twelve credit hours per semester. However, they are expected, like all other faculty to remain current in their fields of expertise.
- J. A credit hour overload may be approved by the Vice President for Academic Affairs upon the recommendation of the appropriate Dean and Department Chair, and in accordance with the terms of a written agreement with the faculty member involved.
- K. The Vice President for Academic Affairs will publish an annual list in the Spring semester of all teaching faculty whose load varies from the maximums stated above for each semester, the amount of load variation, and the reason for the load variation.
- L. Teaching duties such as independent studies, tutorials, overload courses, theses, other forms of directed teaching, and supervision of student research shall only be counted as part of a faculty member's contractual load when the faculty member and appropriate Dean and Department

Chair approve of these forms of teaching in writing. Faculty contributions through such activities should be included in annual evaluations. Additional compensation shall be given when such extra teaching duties approved by the Vice President for Academic Affairs exceed the faculty member's normal load.

- M. 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 VII. 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 VI, 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:

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

- i. 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;
- ii. 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;

iii. 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:

i. 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);

ii. reemployment would cause an undue hardship on St. Bonaventure; or

iii. 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 VIII. 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 IX. 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

VIII. Proposals to amend the Article IX process, as with 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.