

PREAMBLE

The St. John's University Faculty constitute the foundation of the University's academic enterprise. St. John's recognizes that its faculty members are uniquely qualified to formulate and develop educational programs. The faculty provide judgement, expertise and leadership in academic matters. The University administration bears the legal authority and responsibility for its operations as delegated by the Board of Trustees and provides strategic and administrative leadership, support, oversight and management for academic matters. Together we work towards advancing the University's mission.

To secure faculty stature and fulfill the University's mission, faculty must be guaranteed the academic freedom and the resources needed to perform the essential functions of teaching, research and scholarship and service. The broadest possible cooperation between faculty and the University administrators is essential to the successful determination of educational policy and achievement of educational objectives.

We commit to continuing dialogue between faculty members, administrators, human resources and other leading organizations to ensure that the highest standards of both freedom and responsibility are met by the University and its faculty.

Chapter 1: Introduction

1.1 History, Mission Statement and Core Values

1.1.1 Brief History

St. John's University was founded in 1870 by priests and brothers of the Congregation of the Mission in response to an invitation from the first Bishop of Brooklyn, Right Rev. John Loughlin, D.D. What began modestly in a one-room schoolhouse in Brooklyn, NY is now a local, national and global higher education institution. Throughout the last 150 years, St. John's has remained committed to its Catholic, Vincentian, metropolitan and global mission and has played a vital role in higher education, the broader community, and the lives of those who have benefited from a comprehensive educational experience. As a Catholic and Vincentian university, St. John's strives to fulfill St. Vincent de Paul's vision and continue his efforts on behalf of those most in need. St. John's is a place where students from all backgrounds come to study, learn and grow emerging as leaders in our rapidly changing society.

1.1.2 Mission Statement

ST. JOHN'S UNIVERSITY IS CATHOLIC, VINCENTIAN, METROPOLITAN AND GLOBAL

As a **UNIVERSITY**, we commit ourselves to academic excellence and the pursuit of wisdom which flows from free inquiry, religious values, and human experience. We strive to preserve and enhance an atmosphere in which scholarly research, imaginative methodology, global awareness, and an enthusiastic quest for truth serve as the basis of a vital teaching-learning process and the development of lifelong learning. Our core curriculum in the liberal arts and sciences aims to enrich lives as well as professions and serves to unify the undergraduate experience. Graduate and professional schools express our commitment to research, rigorous standards, and innovative application of knowledge. We aim not only to be excellent professionals with an ability to analyze and articulate clearly what is but also to develop the ethical and aesthetic values to imagine and help realize what might be.

St. John's is a **CATHOLIC** university, founded in 1870 in response to an invitation of the first Bishop of Brooklyn, John Loughlin, to provide the youth of the city with an intellectual and moral education. We embrace the Judeo-Christian ideals of respect for the rights and dignity of every person and each individual's responsibility for the world

in which we live. We commit ourselves to create a climate patterned on the life and teaching of Jesus Christ as embodied in the traditions and practices of the Roman Catholic Church. Our community, which comprises members of many faiths, strives for an openness which is “wholly directed to all that is true, all that deserves respect, all that is honest, pure, admirable, decent, virtuous, or worthy of praise” (Philippians 4:8). Thus, the university is a place where the Church reflects upon itself and the world as it engages in dialogue with other religious traditions.

St. John’s is a **VINCENTIAN** university, inspired by St. Vincent de Paul’s compassion and zeal for service. We strive to provide excellent education for all people, especially those lacking economic, physical, or social advantages. Community service programs combine with reflective learning to enlarge the classroom experience. Wherever possible, we devote our intellectual and physical resources to search out the causes of poverty and social injustice and to encourage solutions which are adaptable, effective, and concrete. In the Vincentian tradition, we seek to foster a world view and to further efforts toward global harmony and development by creating an atmosphere in which all may imbibe and embody the spirit of compassionate concern for others so characteristic of Vincent.

St. John’s is a **METROPOLITAN AND GLOBAL** university. As a metropolitan university, we benefit from New York City’s cultural diversity, its intellectual and artistic resources, and its unique professional educational opportunities. With this richness comes responsibility. We encourage the metropolitan community to use our resources to serve its needs. As a global university, we are one of our nation’s most diverse institutions of higher education, enriched by a mixture of cultures, which complements an internationalized curriculum. Through collaboration with other institutions around the world, study abroad opportunities, and online courses and degrees, our outreach spans the globe. In educating students, we pledge to foster those qualities needed for our alumni to become effective leaders and responsible citizens in a vibrant city and dynamic world.

1.1.3 Core Values

The Core Values of the University are Truth, Love, Respect, Opportunity, Excellence and Service

Every faculty member is responsible for being aware of the University’s Mission Statement and adhere to it while he/she is a faculty member.

1.2 Academic Freedom

All faculty members are entitled to full academic freedom in teaching, research and disseminating products of their scholarship. Because academic freedom is predicated on a degree of scholarly support for one's position, it does not extend to espousal of propositions that lack any scholarly support. St. John's University is committed to academic freedom of inquiry, viewing it as compatible with its Catholic identity and integral to the pursuit of wisdom as outlined in the University Mission. In accordance with these principles and University Policy 1009, faculty members have the freedom to research and publish findings, discuss their subject in the classroom without introducing irrelevant controversial material, and express themselves as citizens without institutional censorship or discipline, provided they do not claim to represent the institution. Academic freedom at St. John's is exercised within its Vincentian and Catholic traditions, fostering an environment that incorporates diverse perspectives in the pursuit of knowledge.

In the classroom, academic freedom is task specific, deriving from and governing the faculty member's role as an instructor in a given discipline or disciplines.

In extramural settings such as professional lectures and conferences, when speaking as a member of a learned profession, faculty members enjoy this same freedom of research and dissemination of research as described above.

Academic freedom "per se" does not extend to public statements that are unrelated to one's faculty status and expertise. Faculty members are free to exercise their constitutionally protected right to freedom of expression, but in doing so they will take care not to claim or suggest that they are not institutional spokespersons or that their views so expressed are sanctioned by St. John's.

1.3 Shared Governance

1.3.1 General

The structure of academic governance is in accordance with the University Statutes, the Faculty Handbook and various laws and procedures as expressed in the Human Resources Policy Manual.

The faculty has primary responsibility for such fundamental areas as curriculum, requirements for matriculation and degrees, research and scholarship and establishing the expectations for such research and scholarship, faculty status, and those aspects of student life which relate to the educational process. Faculty status includes appointments, reappointments, decisions not to reappoint, promotions and the granting of tenure. The primary responsibility of the faculty for such matters is based upon the fact that its judgment is central to general educational policy. Furthermore, scholars in a particular field or activity have the chief competence for judging the work of their colleagues; in such competence it is implicit that responsibility exists for both adverse and favorable

judgments. Likewise, there is the more general competence of experienced faculty personnel committees having a broader charge.

Determinations in these matters should first be by faculty action through established procedures, reviewed by the Dean, Provost and Vice President for Academic Affairs and/or the President with the concurrence of the Board of Trustees. On these matters the power of review or final decision is lodged in the Board of Trustees or delegated by it to the President. Structures for faculty participation in the government of the University have been established by the University Statutes.

1.3.2 The Faculty Handbook and Revisions

(a) This Handbook describes the role of the Faculty in the University. Because of legal and regulatory requirements in certain areas and in view of the obligation the University has to students and others, parts of the Handbook necessarily are couched in legal terms and/or include specific requirements or prohibitions. In order to retain the necessary flexibility in the administration of policy and procedure, the University retains the right to revise or delete any provision in the Handbook with reasonable notice when practicable, however, unless mandated by legal or contractual requirements, items merely technical in nature or driven by emergency alterations the University will ordinarily consult with the Faculty Handbook Committee of the University Senate, as described in the University Statutes.

(b) Process for Revisions

The University Senate will be revitalized and restructured by the Board of Trustees in time for the 2026-2027 Academic Year. This will include the creation of a Faculty Handbook Committee comprised of both administrators and faculty members, through which all proposals for revision to the Handbook will be considered, except the revisions described in 1.3.2 (a).

Chapter 2: Faculty Appointments and Ranks

2.1 Initial appointment as a tenure track faculty member

Initial appointments to the full-time tenure track faculty rank and status are made by the President of the University through his designee, the Provost and Senior Vice President for Academic Affairs, who receives recommendations in accordance with the procedure below:

- The Personnel and Budget committee of a department conduct a search and a thorough review of the candidate's credentials, including a personal interview and/or demonstration of teaching where appropriate.
- The decision of the Personnel and Budget Committee is subject to the approval of the Dean and the Provost.
- The Procedures for Reappointment, Promotion and Tenure for all full-time faculty members are set forth in the University Statutes.

2.2 Initial appointment as a full-time contract (teaching) faculty member

Initial appointments to full-time contract faculty rank and status are made by the President of the University through his/her designee, the Provost and Senior Vice President for Academic Affairs, who receives recommendations in accordance with the procedure below:

- The Personnel and Budget committee of a department conduct a search, and a thorough review of the candidate's credentials, including a personal interview and/or demonstration of teaching.
- The decision of the Personnel and Budget Committee is subject to the approval of the Dean and the Provost.
- The initial term of a contract (teaching) faculty member is one academic year defined here as the fall and spring semesters. Contract faculty members may be renewed through the same process for one additional one-year contract (for a total of two years). After completion of two academic years of employment, the contract faculty member is eligible for two-year renewable contracts with no limit on the number of renewals.
- The normal teaching load for contract (teaching) full-time faculty members is 12 credits per semester.
- Contract (teaching) faculty members have no research or service requirements and are therefore not eligible to receive tenure through the process outlined in the University Statutes.
- If a faculty member initially hired on a contract (teaching) faculty appointment, applies for a tenure-track position, the period of the contract appointment (and any renewals

thereafter) shall not be counted toward the evaluation period for tenure set forth in the University Statutes.

- Contract (teaching) faculty members may not receive research reductions or overload but are eligible to teach in summer or winter sessions with the approval of the respective Personnel and Budget Committee subject to the approval of the Dean and Provost. This will be considered a separate contract and paid at adjunct faculty rate.

2.3 Initial appointment as an adjunct faculty member

The initial decision on appointments of new adjunct faculty members are made by the Department Personnel and Budget Committee with the approval of the Dean of the respective college or school. Should an emergency arise and it is not practicable for the Committee to meet and decide, the initial decision on the appointment of new adjunct faculty members shall be made by the Department Chairperson, after consultation with, and approval of the Dean. Emergency initial appointments of adjunct faculty members shall be reported by the Chairperson to the Department Personnel and Budget Committee as soon as possible along with all the circumstances necessitating such emergency action. If an initial appointment has been made by the Chairperson without prior consultation with the Department Personnel and Budget Committee, and the Chairperson intends to extend the appointment beyond the initial semester or summer session, then the Chairperson must notify the Department Personnel and Budget Committee of his/her intent to do so, and obtain the approval of the Personnel and Budget Committee to extend the appointment.

2.4 Presidential Appointment

It is commonly recognized that a President must at times, infuse new life into a department/division, college/school or into the University to contribute to student success or promote the long-term sustainability of the University. If the President deems this necessary, he may:

- (i) Request the Department Personnel and Budget Committee to search for a faculty member or members having the qualifications designated by the President. If the Department Personnel and Budget Committee fails to recommend a candidate acceptable to the President within a reasonable time specified by the President, the President may make such appointments as he deems necessary to infuse new life into the department, and/or;
- (ii) With the recommendation of the Dean and Provost, and due to unusual or emergency circumstances (i.e. there are no tenured faculty members in a department, there is need

by accreditor or legal authority for a faculty member with specific skills) appoint on a temporary or permanent basis a faculty member to fulfill this role. The appointment may be with or without tenure. Once the President has made a decision, the Dean will inform the Faculty Council and the interested department of the decision and the reasons for such decision and/or;

- (iii) With the approval of the Board of Trustees, to further initiatives that enhance student success and contribute to the long-term sustainability of the University, appoint on a temporary or permanent basis a faculty member/s to fulfill this role. The appointment may be with or without tenure.

2.5 Specially Designated Faculty

The University may also employ as teaching faculty certain specially designated faculty members. Specially designated faculty members include, but are not limited to:

- (i) persons who hold an endowed chair; and/or
- (ii) persons who receive an annual appointment as a “Visiting Professor” or “Distinguished Professor” or similar title and whose appointment is ordinarily not extended for more than one additional academic year.

2.6 Faculty Ranks, Descriptions and Loads

2.6.1 Faculty Ranks

The ranks for all full-time and adjunct faculty members are: Instructor, Assistant Professor, Associate Professor and Professor. Qualifications for ranks are set forth in Article 7 of the University Statutes.

2.6.2 Faculty Descriptions

- (a) Full-time faculty members (except those specially designated under Section 2.5) may have additional descriptions that reflect the needs of their specific discipline. These descriptions are: Clinical, Industry Professional (CPHS), Industry Professor (CCPS) and Professor of the Practice. Additional descriptions may be added by the administration with the approval of the Board of Trustees.

- (b) Adjunct faculty members do not require additional descriptions.

2.6.3 Normal Faculty Teaching Loads

Every faculty member is expected to teach a normal load. The normal teaching load for full-time tenure and tenure track faculty members is (9) nine credits per semester, except in the following cases:

- (a) Professors of the Practice AND Industry Professors (CCPS) shall have a normal teaching load of twelve (12) credits per semester.
- (b) Twelve-month (12) non-practice site and practice site faculty members in the College of Pharmacy whose normal teaching loads are set forth in Chapter 5 of this Handbook.
- (c) Adjunct faculty teaching assignments are subject to applicable federal and state employment laws, including the Affordable Care Act (ACA). The University utilizes an established methodology to convert instructional credits and related responsibilities into hours for purposes of compliance. Total instructional activity across all schools and colleges will be aggregated in determining workload. Applicable workload limits and any related adjustments will be communicated through the Office of Human Resources in coordination with the Provost's Office.

2.6.4 Teaching Load Calculation

(a) Standard Credit-Based Calculation

Faculty teaching load is calculated based upon the assigned credit hours of each course as reflected in the official course schedule. Each course contributes to a faculty member's teaching load according to the number of credit hours assigned to that course.

(b) Science Laboratory Exception

Science laboratory courses are an exception to the standard credit-hour calculation. For science laboratory courses, teaching load shall be calculated at a rate of one (1) credit hour for each clock hour of scheduled contact time. For example, a laboratory that meets for two hours and fifty minutes per week shall be calculated as the equivalent of three (3) credit hours of teaching load.

(c) Eligible Schedule Types

Only the following schedule types count toward teaching load. Courses offered under other schedule types do not count toward teaching load unless specifically approved in writing by the Provost.

- Fine Arts Studio
- Lab
- Lecture
- Lecture/Lab
- Recitation

For purposes of this Handbook, **Lecture/Lab** courses shall be treated as Lecture courses when calculating credit hours for teaching load.

(d) Co-Teaching and Shared Instructional Assignments

In certain circumstances, a course may be assigned to more than one faculty member. Co-teaching arrangements must be approved in advance by the Dean (or designee) and clearly documented prior to the start of the semester. The method for calculating instructional load in co-teaching situations will depend on the structure of the assignment as outlined below:

(i) Full Concurrent Co-Teaching (All Faculty Present for Entire Course)

When two or more faculty members are present for the full duration of a course and share instructional responsibility concurrently (i.e., all assigned faculty attend and teach each class session), the course credit will be divided evenly among the assigned faculty members unless otherwise approved in writing by the Dean.

Example:

A 3-credit course co-taught by two faculty members who are present for all class meetings will count as 1.5 credits toward each faculty member's teaching load.

(ii) Divided Instructional Responsibility (Segmented or Modular Teaching)

In cases where faculty members divide responsibility for teaching discrete portions of a course (e.g., different modules, units, or class sections), teaching load will be calculated proportionally based on the percentage of total

instructional responsibility assigned to each faculty member. Load will be determined by the percentage of total class meetings, instructional weeks, or clearly defined course components taught by each faculty member relative to the total instructional activity for the course. The combined instructional responsibility assigned to all faculty members for a single course shall not exceed 100% of the total course credit. Under no circumstances may the aggregate load credited for a course exceed the full credit value assigned to that course.

Example:

If a course consists of three distinct instructional components and one faculty member teaches one component while another teaches two components, the faculty member teaching one component will receive one-third of the course credit, and the faculty member teaching two components will receive two-thirds of the course credit. If a faculty member teaches 40% of the total scheduled class meetings for a 3-credit course, that faculty member will receive 40% of the course credit toward load.

All proportional calculations must be documented and approved in advance of the start of the semester.

(iii) Supervision and Non-Instructional Oversight

Supervision, mentoring, or oversight responsibilities do not count toward teaching load unless explicitly designated in writing by the Dean and approved as a course equivalent assignment by the Provost or his/her designee. This includes, but is not limited to:

- Supervision of graduate assistants, research assistants, teaching assistants, or doctoral fellows
- Observation or mentoring of other faculty
- Guest lecturing without primary instructional responsibility
- Course coordination without direct instructional responsibility

Participation in team meetings, curriculum planning, or coordination activities associated with a co-taught course does not constitute instructional load credit

2.7 Adjustment of Teaching Load for Professors Not Engaged in Research and Scholarship

Tenured faculty members who have not been active in research and scholarship, will receive an additional course in fulfillment of their research and scholarship responsibilities using the following procedure if:

- (i) The Chairperson determines that the adjustment is appropriate, the Chair will make a recommendation to the Dean that the faculty member teach twelve credits (12) and have a reduced research and scholarship obligation.

OR

- (ii) The Dean becomes concerned that a faculty member is not meeting the research and scholarship obligations, the Dean will request a written recommendation from the faculty member's Department Personnel and Budget Committee ("P&B") regarding the faculty member's research and scholarship activities. The recommendation from the P&B may involve the teaching of an additional course in fulfillment of the research and scholarship obligations. Ordinarily, the Dean will accept the recommendation(s) made by the P&B. However, after further consultation with the P&B, the Dean may modify the written action plan, if any, made by the P&B. The decision of the Dean, in consultation with the Provost, will be final.

Faculty members approved for such a teaching load will be eligible for a Recognition Award, and the additional course will satisfy the research and scholarship responsibility for this purpose.

2.8 Procedures for Reappointment, Promotion and Tenure

The Procedures for Reappointment, Promotion and Tenure for all faculty members along with the addition department/division standards for all tenure track faculty members whose employment commenced after September 1, 2023 are set forth in the University Statutes.

2.9 One Faculty

There is no separate and distinct graduate faculty.

Chapter 3: Faculty Commitments

3.1 General

Every faculty member has an obligation to teach effectively, to conduct scholarship and scholarly research, and to serve the University in its efforts to grow and develop as an academic institution, as set forth herein. As faculty within a Catholic and Vincentian institution grounded in the charism of St. Vincent de Paul, each instructor is called to advance the distinct mission of the institution, “to foster a world view and to further efforts toward global harmony and development by creating an atmosphere in which all may imbibe and embody the spirit of compassionate concern for others so characteristic of Vincent.” (*University Mission statement*)

3.1.1 Teaching

The faculty member seeks above all to be an effective teacher and scholar. Effective teaching requires continuing attention to the faculty member’s disciplinary changes and advances, pedagogical methods, classroom presentation, and student engagement. Consistent with the University’s commitment to an equitable and inclusive teaching and learning environment, the University shall recognize the accomplishments of faculty members that pursue effective pedagogical methods, classroom presentation, and student engagement strategies that reflect this commitment. Also it is important that the faculty member be accessible to students outside the classroom. Representative examples of such activities include advisement, academic discussions, facilitations of co-curricular and extra-curricular learning opportunities, and for counseling and mentoring students about research, career choices and professional interests. Representative examples of research mentoring include independent studies, unassigned research mentoring and/or project mentoring, directed readings, theses and dissertations. The faculty member is expected as a matter of course to be available to his/her students and to discharge his/her responsibilities for student advisement in a conscientious, professional and considerate manner. When needed, the faculty member shall participate in preparing, administering and grading comprehensive examinations. In pedagogy and teaching, in accordance with our **Metropolitan and Global** identity, faculty are responsible for fostering lifelong learning. Responsibilities include: i) designing effective pedagogical experiences that ensure all students, especially those lacking social or economic advantages, are empowered for life; ii) providing mentorship and guidance that challenges students academically while fostering their moral and intellectual development.

3.1.2 Research and Scholarship

The faculty member recognizes that effective research and scholarship enhances teaching and the reputation of the University and the faculty member accepts the obligation to develop, improve and demonstrate scholarly competence. Faculty members are expected to be active in research and scholarship. Consistent with the University’s commitment to creating an

equitable and inclusive teaching and learning environment, the University shall acknowledge faculty members that demonstrate research and scholarship that reflects this commitment. Faculty scholarship must uphold rigorous standards and the innovative application of knowledge. Faculty are encouraged to engage in scholarly research and free inquiry that addresses the causes of poverty and social injustice and partner with students and community members on research and creative activity that explores the common good.

3.1.3 Service

In keeping with the significant and appropriate involvement of the faculty in the academic governance of the University, the faculty member recognizes the obligation to develop, support and enhance the life of the University by participating in department, college and University committees and organizations whose work is essential to improving the quality of the University as an institution of higher learning. This includes attending appropriate meetings and evaluating and updating courses and programs to maintain their quality, relevance and viability. Consistent with the University's commitment to creating an equitable and inclusive teaching and learning environment, the University shall recognize faculty members that participate in University or community groups, councils, committees and centers whose work reflects this commitment. Faculty should strive to integrate learning with community service to enlarge the classroom experience and address societal needs and contribute to the university's mission through leadership in faculty governance. In addition, special emphasis shall be placed on opportunities for faculty to engage with students outside the classroom. Representative examples of such engagement include providing advisory services to student organizations and attending University academic and cultural events where there are opportunities to interact with prospective and current students.

Chapter 4: Faculty Rights and Responsibilities

4.1 The Academic Calendar/Work Year

4.1.1 The **Academic Calendar** is established by the Office of the Registrar and approved by the Provost and the President of the University.

4.1.2 Academic Work Year: Full-time faculty members with 10-month contract obligations ordinarily begin on or about September 1 until June 30 of the following year, with necessary adjustments when there is need to begin a fall semester prior to September 1. Full-time faculty members with 12-month contracts ordinarily begin on June 1 and end on May 31 of the following year.

4.2 Final Exams and the Last Week of Class

In the interest of providing balance for student workloads, and to comply with the requirements of the New York State Education Department, it is prohibited to administer final exams during study days, or days other than the date and time indicated on the academic calendar posted on the Office of the Registrar's web page. Faculty members should attend the administration of the final examination in order to answer questions and ensure high standards of academic integrity. If a final exam is not given and other assessment methods have been employed, class must still be held during the scheduled final exam timeslot to ensure students receive the appropriate amount of classroom instruction.

4.3 Availability of Faculty after the Semester

All faculty must be available and shall communicate to students their availability during the two-week period following the submission of final grades for each class. Faculty can make themselves available to students via scheduled office hours, telephone, or e-mail, and are responsible for communicating this availability to students prior to the last day of class. Between July 1 and August 31, faculty members are to leave contact information with their Chairperson and department assistant in case students or University officials need to be in contact with them. Faculty members who will be completely unavailable during the summer months are to inform their chairperson, who will assume responsibility for any student issues that may arise during that time.

4.4 Emergencies and Disasters

In the event of a University emergency or disaster requiring the suspension of instructional services, the University may extend the period of employment, along with all rights and responsibilities to summer, fall or spring breaks, the weeks between the semesters, weekends, or extraordinary evening hours to enable students to complete their academic year studies. Faculty who are seriously inconvenienced by such action may upon application explaining the reasons therefore, be exempted by the Provost in whole or in part. This determination by the Provost will be final.

4.5 Presence on Campus/Office Hours Advisement

Physical presence on campus is critical to student success and community building. Full-time faculty members are expected to maintain a significant and substantial on campus presence. This assumes a five-day work week with the understanding that some faculty responsibilities may cause a faculty member to participate in off-campus activities. In order to be available to students, participate in activities related to student success, and contribute to faculty governance activities, a four-day per week on campus presence is often necessary.

Faculty members shall maintain a minimum of three office hours per week. Faculty will exercise reasonable flexibility in scheduling virtual office hours to accommodate the scheduling needs of students.

Office hours may be:

- on-campus office hours divided among at least two different weekdays as set hours and not “by appointment” or,
- one weekday on-campus office hour at a set time, and at least two additional office hours virtually
- If a faculty member teaches all of their scheduled classes during a semester online they may hold their three office hours virtually.
- Clinical Pharmacy Faculty and Industry Professional Faculty in the College of Pharmacy and Health Sciences may hold office hours in person (on campus or at their affiliated practice site) or virtually.

Faculty members shall also encourage students to interact with them by telephone, e- mail and the University LMS (Canvas). Faculty office hours, University e-mail addresses and office telephone numbers shall be clearly communicated to students, posted by the faculty member, and recorded with the Department Chairperson who will furnish them to the Dean.

4.6 Annual Faculty Activity Report

Each year, every faculty member will submit an annual report using the form located on the Provost's Webpage (the "Annual Report"), which describes the faculty member's activities in the areas of teaching, research and scholarship, service and professional development for the preceding year. The Annual Report is required to be submitted by every full-time faculty member to the Chairperson and Dean by May 31.

4.7 Course Offerings and Sequencing

Courses are to be scheduled and sequenced for the benefit of the students and to ensure that students can graduate according to the length of the program as registered with the New York State Education Department. No course belongs to any particular faculty member. The procedure for developing a schedule of course offerings for upcoming semesters is as follows:

- The Department Chairperson shall consult with the relevant Program Directors and/or Coordinators (in their absence, the Education Policy Committee will be consulted), shall develop a schedule of proposed course offerings, specific course titles, and the number of courses and sections to be offered each semester as well as their time and proposed campus locations.
- The Department Chairperson shall submit the offerings to the Dean according to the schedule determined by the Office of the Registrar and verify that he/she has consulted with the relevant Program Directors and/or Coordinators (or EPC) in developing his/her recommendations, or in unusual cases, state why it was impractical to do so.
- If the Dean rejects these recommendations, the Dean will work with the Department Chairperson to establish the appropriate course sequencing and/or sections to be offered. All changes by the Dean shall be final.

4.8 Teaching Assignments

Courses are assigned in the following manner:

- The Department Chairperson will solicit the teaching preferences of each faculty member in the department
- The Department Chairperson will then consult with the relevant Program Directors and/or Coordinators (in their absence the Chairperson will consult with the Personnel and Budget Committee), to develop a proposed assignment of courses using the criteria

in Section 4.9.

- The Department Chairperson will submit the proposed course assignments to the Dean and verify in writing that he / she has consulted with the relevant Program Directors and/or Coordinators (or the P&B).
- If the Dean rejects these recommendations, the Dean will work with the Department Chairperson to establish the appropriate teaching assignments. All changes by the Dean shall be final.

4.9 Criteria for Course Assignment

In making course assignments for all teaching sessions, the Department Chairperson, with the relevant Program Directors and/or Coordinators (or the P&B), shall consider a faculty member's relevant educational and professional background that enable a faculty member to successfully teach the course so that students achieve program goals and complete degree requirements. If the Department Chairperson, with the relevant Program Directors and/or Coordinators, (or the P&B) deems two or more faculty members who have expressed interest in teaching a course to have equal relevant educational and professional backgrounds that enable them to successfully teach the course so that students achieve program goals and complete degree requirements, then the course shall be assigned to the faculty member with seniority. Relevant educational and professional background includes past performance in the course determined by such things as maintenance of updated course material, positive student evaluations and the development of new teaching methods. The Department Chairperson and/or the Dean may use prior student evaluations of teaching (SET) as factors in determining relevance for course assignments.

4.10 Course Modalities

Classes for online programs must be taught exclusively online, classes for in-person programs must be taught in-person. Faculty are expected to teach classes as defined by the program modality.

Exceptions to allow online classes to be taught for an in-person program can be approved on a limited basis and for special cases, including but not limited to, emergency assignments for which it has not been possible to find an in-person instructor. Such exceptions must be approved by the Dean and Provost.

4.10 Emergency Assignments

If an emergency arises, a change in previously made course assignments may become necessary. If so, the Department Chairperson (or in his/her absence, the Dean) shall consult with the Personnel and Budget Committee to solicit their views, and shall consult with the affected faculty member in an effort to achieve the solution that is in the best interest of the students. Should these assignment decisions need to be made in the summer months, the Departmental Personnel and Budget Committee members must be available for consultation. If after reasonable attempts, they are not available, the Dean may make the necessary changes. Any reasonable change by the Dean shall be final.

4.11 Teaching Loads and Overload

4.11.1 Normal Teaching Loads

Normal Teaching loads for faculty members are set forth in Section 2.6.3. All faculty members are expected to teach their normal teaching load.

4.11.2 Overload

Any credits taught by a full-time tenured or tenure track faculty member in excess of their normal teaching load is considered overload. Overload is only to be allocated in rare or emergency situations with consideration given to fiscal responsibility and the possible adverse effects on faculty time and development. In order to encourage research and scholarship and service, a department will limit overload to no more than one course per semester for any faculty member. A faculty member on a research or administrative reduction is not eligible for teaching overload.

If a Chairperson becomes aware of a situation where teaching overload may be necessary and it would fulfill the needs of the department, he/she shall notify the Dean immediately. Before reaching this conclusion, the Chairperson must exhaust all other options which may include the use of adjunct/s or switching course assignments to cover the classes without triggering overload.

The Chairperson and Dean will discuss any request for overload with the Provost or his/her designee prior to the assignment course that would result in a teaching overload, or which would increase an existing overload. If the Dean does not support the overload request, the Dean and the Chairperson will work together to ensure that all courses are assigned to maximize student success.

If overload is determined to be appropriate, a faculty member who is currently teaching less than a normal teaching load, must accept the course even if accepting the course will result in overload. If the faculty member is scheduled for a normal or greater teaching load, the faculty member is not required to accept any additional teaching load, but may agree to do so.

4.11.3 Compensation for Overload

For each semester hour of credit in excess of the normal teaching load, a faculty member shall receive three thousand dollars (\$3,000). This applies to fall and spring semester, summer sessions and winter intersessions and substitute teaching. Overloads are calculated using the same credit-hour methodology outlined in the Teaching Load Calculation section of this Handbook Section 2.6.4.

4.12 Administrative Course Release (Reassigned Time)

Reassigned time, or course release, may be granted for administrative responsibilities, externally funded grants, special initiatives, accreditation leadership, or other institutional needs.

Reassigned time:

- Must be approved in advance by the Dean and the Provost and/or the Provost's designee.
- Reduces a faculty member's teaching obligation for the approved term.
- Renders the faculty member ineligible for an overload assignment during the same semester in which reassigned time is granted.

A faculty member may not receive both a stipend and reassigned time for the same administrative responsibility during the same academic term.

A faculty member may hold multiple administrative or grant related responsibilities in a semester; however, the total reassigned time granted across all roles shall not exceed the equivalent of one course release per semester unless otherwise approved by the Provost.

If a department elects to grant a course reduction to a faculty member for departmental purposes, the department shall be financially responsible for covering the cost of the release. The cost shall be calculated based upon the faculty member's salary and the number of credits reduced, and must be identified within the departmental budget and approved by the Provost and/or the Provost's designee.

The total of assigned teaching load plus reassigned time shall not exceed 100% of a faculty member's full-time workload.

4.13 Instructional Preparedness

A faculty member may not be assigned more than three (3) instructional preparations for different courses in a semester. A faculty member may consent to four (4) instructional preparations for different courses in a semester, however, no faculty member shall be assigned more than six (6) instructional preparations in any two (2) successive semesters.

Instructional preparations for multiple sections of the same course during a semester shall be considered a single instructional preparation.

4.14 Restrictions on Student Load

The maximum student load for faculty members having a normal teaching load shall be 250 students per semester. This limitation does not apply to faculty members who teach an overload. Every reasonable effort shall be made not to exceed the maximum student loads per semester. However, if a faculty member's student load exceeds the limit in any semester, then he/she shall not be required to teach more than 249 students in the immediately- following semester, irrespective of whether that semester falls within a new academic year.

For purposes of calculating student load, where a course is taught by more than one faculty member, or where the faculty member is assisted by one or more teaching assistants, the total number of students in the class will be pro-rated to the number of faculty members (and or teaching assistants) delivering the course or laboratory assignment

4.14 Multi-Campus Travel

No faculty member shall be assigned to teach at more than two campuses in any one semester without the faculty member's consent, provided that participation in special programs, such as a weekend graduate program, shall not be considered such an assignment. No faculty member shall be assigned to teach at more than one campus in a single day, except with the faculty member's consent.

When a faculty member is assigned to teach on more than one campus, travel expenses for the purposes of such teaching will be reimbursed in accordance with the IRS Regulations §1.61-21 on business travel reimbursement.

4.15 Conflicts of Interest

Faculty members should avoid conflicts of interest and potential conflict of interest situations, including

but not limited to:

- Taking graduate or undergraduate courses in their own department.
- Having a spouse or dependent family member take a course taught by that faculty member. When possible, a faculty member should not be the teacher of record for other relatives or close friends.
- Having a spouse, parent, dependent family member, other family member come before a committee on which the faculty member serves. The faculty member will recuse themselves from decision making in these situations.
- Faculty members may not report to, be supervised or evaluated by or supervise or evaluate a spouse, parent, dependent family member or any other family member. When possible, family members should not be members of the same departmental committee.

4.16 Conflict of Commitment

Faculty members are expected to devote their full professional time and effort to St. John's University-related activities and obligations. If a faculty member wishes to engage in a consulting, teaching or other outside work activity, they must obtain prior written permission from the Dean and the Provost in accordance with the parameters of the "Faculty Work Outside the University" form that is distributed prior to the start of each fall and spring semester.

4.17 Reduced Work Arrangement

A tenured faculty member may apply for a reduced work arrangement. Requests for a reduced work arrangement shall be submitted to the Personnel and Budget Committee of the department, which will make a recommendation to the Dean considering the needs of the department. The decision to grant a reduced work arrangement shall be made by the Dean, subject to the approval of the Provost.

- (i) The reduced work arrangement is intended to be temporary and ordinarily will not exceed one year. In special circumstances, a reduced work arrangement can be renewed on an annual basis, subject to the needs of the department.
- (ii) A tenured faculty member on a reduced work arrangement will be responsible to teach 50% of the normal teaching load. The required teaching credits will be based on the person's average of credits taught over the preceding three academic years. The faculty member shall

indicate his/her preference concerning whether the credits should be distributed over one or two semesters, which shall be considered and decided as part of the approval process.

- (iii)** A faculty member on a reduced work arrangement is not eligible for a teaching load reduction, and any teaching load reduction a faculty member is receiving for any reason will not be considered in calculating 50% of the normal teaching load.
- (iv)** The faculty member will receive 50% of his/her salary during the time period covered by the reduced work arrangement.
- (v)** The faculty member will not be eligible to participate in the medical insurance plan, dental insurance plan, group life insurance, long-term disability insurance, and tuition remission during the time period covered by the reduced work arrangement; provided, however, under federal law, the faculty member may be eligible to participate in the medical insurance plan and dental insurance plan under COBRA continuation coverage.

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Chapter 5: Industry Professionals and Clinical Faculty (CPHS) and Library Faculty

5.1 Industry Professionals

Industry Professional Faculty of the College of Pharmacy and Health Sciences are full-time, tenure track faculty members with expertise in their respective healthcare disciplines. These faculty members bring insight and real-life experiences into programmatic coursework to provide students with connections between theory and practice in preparation for their roles as healthcare professionals.

5.1.1 Practice Site Faculty.

The standard workday for full-time industry professional faculty members with practice sites in the College of Pharmacy and Health Sciences shall be from 8 a.m. to 4 p.m.; the standard work week shall be five (5) days; and the standard work year shall be eleven (11) months, plus the equivalent of one month vacation (22 days). It is expected that the major portion of this time will be spent by the industry professional faculty member with a practice site providing services and education at the practice site to which he/she is assigned and, therefore, the faculty member will be expected to accommodate his/her schedule of days and hours with those designated by the practice site to which the faculty member is assigned.

- (i) Evaluations: In lieu of the class climate survey, students will complete a clinical rotation preceptor survey at the completion of each rotation
- (ii) Medical Check-Up: All industry professional faculty with practice sites shall receive medical check-ups in accordance with Section 5.2.4

5.1.2 Non-Practice Site Faculty.

The normal teaching load for full-time Industry Professional faculty members without practice sites in the College of Pharmacy and Health Sciences shall be a total of twenty-one (21) semester credits per work year (work year is concurrent with the fiscal year). This is normally distributed as no more than (3) additional semester hours of teaching credit per work year during one (1) academic semester or during summer sessions and (9) semester hours of teaching credit each fall and spring semester. For purposes of calculating teaching load, the work year runs concurrent with the University's fiscal year. The standard work year shall be eleven (11) months, plus the equivalent of one month vacation (22 days) Faculty who teach in excess of the normal (21 credits) hours in a work year will be compensated in accordance with Section 4.11.3.

5.2 Clinical Pharmacy Faculty

5.2.1 Clinical Workload

The standard workday for full-time clinical pharmacy faculty members in the College of Pharmacy and Health Sciences shall be from 8 a.m. to 4 p.m.; the standard workweek shall be five (5) days; and the standard work year shall be eleven (11) months, plus the equivalent of a one-month vacation (22 days). It is expected that the major portion of this time will be spent by the clinical faculty member providing services and education at the practice site to which he/she is assigned and, therefore, the clinical faculty member will be expected, in addition to teaching duties at the University, to accommodate his/her schedule of days and hours with those designated by the hospital or clinical site to which the clinical faculty member is assigned.

5.2.2 Teaching Load

In addition to the Clinical Work Load, Clinical Pharmacy faculty members are expected to teach two (2) semester hours of credit each fall and spring semester. Clinical Pharmacy faculty members that teach the following shall be compensated for overload as set forth in Section 4.11.3 for:

- credits taught in the fall and spring semesters that are in excess of the two (2) semester hour normal teaching load or;
- (ii) courses commencing after the standard workday, *i.e.*, classes commencing at or after 4 p.m. or;
- (iii) didactic courses taught during summer sessions.

5.2.3 Evaluations

In addition to the usual evaluations, the Department Chairperson shall evaluate each clinical faculty member's performance at the practice site on the basis of instructional ability, interprofessional relationships, achievement of position goals and clinical practice implementation. Such evaluation shall, after following customary procedures, become part of the clinical faculty member's personnel file.

5.2.4 Medical Check-Up

The University physician shall be available to perform an annual medical checkup for

each clinical faculty member at the University's expense.

5.2.5 Travel Stipend

Clinical faculty members who are assigned to teach at one of the University's campuses shall be reimbursed for travel expenses incurred in traveling between the practice site and the University in accordance with the IRS Regulation §1.61-21 on business travel reimbursement.

5.3 Library Faculty

The standard work week for library faculty shall be five days (35 hours) and the standard work year shall be eleven months, plus the equivalent of a one-month vacation (22 days). Any library faculty member who works in excess of the standard workweek or on official University holidays shall receive compensatory time off or pay in lieu thereof on a straight-time basis. Such compensatory time off or pay shall be determined in advance and by mutual agreement by the Dean of the Libraries in consultation with the Provost. Time off shall be taken within two weeks of time such services were performed. If instead, payment is to be made, it will be processed by the end of the semester. Library faculty members are not eligible for overload payment.

Chapter 6: Adjunct Faculty Members

6.1 Adjunct Faculty members

Initial appointment for adjunct faculty members is made in accordance with Section 2.3. Adjunct faculty members shall not teach more than fifty percent (50%) of the courses offered in any College of the University in any semester. That limitation, when necessary, shall not apply to professional and/or career oriented courses in programs offered in the Collins College of Professional Studies and the College of Pharmacy and Health Sciences.

Normally, an adjunct faculty member is hired on a semester basis. However, the Chairperson, in consultation with the Department Personnel and Budget Committee, may hire an adjunct faculty member for a term of two consecutive semesters.

6.2 Course Late Cancellation Fee

If the course assignment for an adjunct faculty member is canceled:

- (i) within one week of the beginning of the assigned semester, and
- (ii) a replacement course is not assigned,

the University will pay the adjunct faculty member \$1,000.00 for each course that was assigned and canceled.

6.3 Adjunct Faculty Promotion Procedure

(i) Criteria for Adjunct Faculty Promotion.

- An Instructor Adjunct Professor who has completed 10 semesters of continuous service in that rank, and has demonstrated exceptional teaching, or research, or professional development, will be promoted to Assistant Adjunct Professor. Continuous service in the rank is defined as “Continuing Adjunct Faculty Member” as define in 6.4 below.
- An Assistant Adjunct Professor who has completed 10 semesters of continuous service in that rank, and has demonstrated exceptional teaching, or research, or professional development, will be promoted to Associate Adjunct Professor. Continuous service in the rank is defined as “Continuing Adjunct Faculty Member” as define in 6.4 below.
- An Associate Adjunct Professor who has completed 10 semesters of

continuous service in that rank, and has demonstrated exceptional teaching, or research, or professional development, will be promoted to Full Adjunct Professor. Continuous service in the rank is defined as “Continuing Adjunct Faculty Member” as define in 6.4 below.

- The promotion requirement that an adjunct faculty member must complete ten (10) semesters of continuous service in that rank may be waived in particular cases with the approval of the Department Personnel and Budget Committee and the Dean, provided that the adjunct faculty member has completed ten (10) semesters in that rank.

(iii) Promotion Procedure

To be eligible for promotion in any rank:

- An adjunct faculty member does not need to have a terminal degree.
- The adjunct faculty member will submit an application and supporting data to the Department Personnel and Budget Committee on or before October 15th.
- On or before November 30th of each year, the Chairperson will report to the Dean the name(s) of any adjunct faculty member who has been approved for promotion noting any waiving of the teaching requirement in (a) (iv). The Chairperson will notify the adjunct faculty member of the decision. The decision of the Department Personnel and Budget Committee is final. If the application for promotion has been denied, the adjunct faculty member may re-apply for promotion after two years.

(iv) Salary Increase with Promotion

At the time of promotion, the adjunct faculty member will receive a raise to the promoted minimum credit hour rate or a one time increase of 2.5% whichever is greater.

6.4 Definition of a Continuing Adjunct Faculty Member

A “continuing adjunct faculty member” shall refer to an adjunct faculty member

- who has taught in the fall and spring semesters of the preceding academic year; or
- (ii) one whose specialty is such that the particular course is offered in only one

of the two semesters of the academic year and the adjunct faculty member has taught such specialty in the two previous semesters in which the course was offered; or

- (iii) who, in the opinion of the Provost, as a result of past services to the University, should equitably be considered as a continuing adjunct faculty member.

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Chapter 7: Administration of Academic Departments/Divisions

7.1 Department/Division Chairpersons

Each academic department/division shall have a Chairperson. The provisions governing the qualifications, selection, term of office and duties of the Chairperson are set forth in Article 4 of the University Statutes and the procedures for the removal of the Chairperson are set forth in Article 10 of the Statutes of the University. The Chairperson remains a member of the faculty during his/her service as a Chair.

7.1.1 Reductions for Chairpersons

- Each Chairperson shall receive a reduction of six semester hours of credit in the normal teaching workload during each semester of service as Chairperson.
- For Clinical faculty members whose normal teaching load is two (2) credits per semester, the reduction shall be one (1) credit per semester during each semester of service as Chairperson.
- In the Departments of Physics and Chemistry which offer recitations, the Chairperson shall not be obliged to teach recitations.

7.1.2 Stipend for Chairpersons

Each Chairperson shall receive a stipend in accordance with the schedule attached as Appendix A.

7.2 Assistant Chairperson

Each department having fifteen (15) or more full-time faculty members calculated on a full-time equivalent basis shall have an Assistant Chairperson whose duties will be established by the Department Chairperson. Among the duties of the Assistant Chairperson will be to evaluate the teaching performance of the adjunct faculty members who serve in the department, under the direction of the Chairperson. An Assistant Chairperson is not eligible to serve on the Personnel and Budget Committee during their tenure. The Chairperson may designate any other duties described in the University Statutes to the Assistant Chairperson, except for the following non-delegable duties:

- (i) The duty to be available to students each semester until all final grades are posted by all faculty members in the department.

- (ii) The duty to monitor and guide the professional development of the members of the instructional staff of the department, especially of probationary faculty. This shall include evaluation and conferral with each member of the instructional staff, where the Chairperson, after consulting with members of the Personnel and Budget Committee, deems it appropriate, regarding the individual's performance as a teacher and as a researcher, the relationships of the individual with students and colleagues, and the individual's professional and creative work.
- (iii) The duty to preside at the Department Personnel and Budget Committee meetings.
- (iv) The duty to preside at the Department Educational Policy Committee meetings.
- (v) The duty to maintain office hours at least four days a week.

7.2.1 Selection of Assistant Chairperson

Prior to the start of each academic year, Chairpersons whose department meets the criteria of Section 7.2 will be notified that their department has qualified for an Assistant Chairperson. The Chairperson shall appoint a tenured faculty member in the department to serve as Assistant Chairperson. The Chairperson shall notify the Dean and Provost of the appointment.

7.2.2 Assistant Chairperson Term of Service

The Assistant Chairperson shall serve a one-year term beginning on or around September 1 and continuing through June 30. There are no term limits on Assistant Chairpersons. An Assistant Chairperson may be removed at any time by the Chairperson with the consultation of the Dean if it is determined that the Assistant Chairperson is not meeting the needs of the department.

7.2.3 Stipend for Assistant Chairperson

Every Assistant Chairperson shall receive a stipend equal to 40% of the stipend paid to the Chairperson whom they assist, or \$4,500, whichever is greater, for each year of service as Assistant Chairperson. This stipend will be paid in the same manner and on the same schedule as Chairperson stipends are paid. If an Assistant Chairperson is removed according to Section 7.2.2., they will receive the stipend pro-rated to the last day of service.

7.2.4 Full-Time Equivalent

For purposes of determining when adjunct faculty members are teaching the equivalent of one full-time faculty member (a “full-time equivalent”), the normal teaching load of the school involved is used. Ordinarily adjuncts teach a full-time equivalent load for every nine (9) credits taught. For Clinical faculty, whose normal teaching load is two (2) credits per semester, the equivalent of one full-time faculty member shall be calculated based upon two (2) credits taught per semester as constituting a full-time equivalent load.

7.3 Program Directors/Coordinators

7.3.1 Faculty Coordinators

- (i) Faculty Coordinator positions have different duties and responsibilities based upon the academic program(s). There will be a written job description for all Faculty Coordinator positions, which will be provided to the faculty member prior to the faculty member agreeing to serve as a Faculty Coordinator.
- (ii) Faculty Coordinators are typically appointed by the Dean. The administrative work connected with being a Faculty Coordinator involves working a 12-month year.
- (iii) By July 31, prior to each academic year, Deans shall offer compensation for Faculty Coordinator positions within the range of \$2,000 to \$5,000.

7.3.2 Faculty Directors

- (i) Faculty Director positions have different duties and responsibilities based upon the academic program(s). There will be a written job description for all Faculty Director positions, which will be provided to the faculty member prior to the faculty member agreeing to serve as a Faculty Director.
- (ii) Faculty Directors are typically appointed by the Dean. There are some Faculty Director positions that are appointed by the Provost. The administrative work connected with being a Faculty Director involves working a 12-month year.
- (iii) Faculty Directors must be tenured.
- (iv) By July 31, prior to each academic year, Deans shall offer compensation for

Faculty Director positions within a range of \$5,000 to \$10,000.

- (v) In lieu of the stipend, a Faculty Director may receive a course release if the Dean, in consultation with the Provost determines that the administrative responsibilities necessitate such a course release.
- (vi) Stipends and/or course releases for Faculty Directors that report to the Provost and/or Faculty Directors for new academic programs that involve work with external accreditor(s) are set by the Provost.

7.4 Faculty Serving as Administrators

Faculty members that hold the title Associate Dean, Assistant Dean, Assistant to the Dean, Vice Provost, Associate Provost, Assistant Provost or Assistant to the Provost are considered administrators (“Faculty Administrators”) until such time as they return to the faculty and no longer hold such title. All of the following apply to Faculty Administrators:

- (i) Faculty Administrators must be tenured.
- (ii) Faculty Administrators cannot serve as Faculty Coordinators, Directors, or Department/Division Chairs.
- (iii) Faculty Administrators continue to accrue their faculty seniority and wage increases according to the Faculty Handbook, which will be applied upon their return to full-time faculty.
- (iv) Faculty Administrators are not included in faculty head counts.
- (v) Faculty Administrators will be eligible to receive salary increases as an administrator and be eligible to participate in any applicable administrator exceptional performance award programs
- (vi) Faculty Administrators will be eligible for the accrual of seniority during the duration of their administrative appointments.
- (vii) Upon resignation from an administrative appointment, the faculty member will receive a salary based on raises gained in the Faculty Handbook.
- (viii) Faculty Administrators will be eligible to participate in faculty fringe benefit programs as defined in the Faculty Handbook.

- (ix) Faculty Administrators are not eligible to participate in the Faculty Recognition Program under section of the Faculty Handbook.
- (x) Faculty Administrators are not eligible for summer support of research grants funded by the University.
- (xi) Faculty Administrators are not eligible to attend their home department/division faculty meetings.
- (xii) Faculty Administrators are not eligible to vote in department/division, college or university-wide elections. If a Faculty Administrator seeks to be elected, they may be nominated but they cannot attend the voting meeting or participate in the vote. If a Faculty Administrator is elected, they must resign their administrative position and return to the faculty to serve in the elected position.
- (xiii) Faculty Administrators are not eligible for research reductions and/or research leaves
- (xiv) Faculty Administrators are not eligible to teach courses and/or receive overload compensation unless approved by the Department Personnel and Budget Committee, the Dean, and the Provost. If there are no full or part-time faculty available and willing to teach the course, then the Faculty Administrator can teach the course without the need for additional approvals. The course will be paid at the administrators who teach rate.
- (xv) Faculty Administrators are not eligible to serve on a Department/Division Personnel and Budget Committee, College Personnel Committee, University Personnel Committee, the Committee on Investigation and Advice of Charges, or the Committee on Hearing and Deciding Charges Against a Faculty Member. If a Faculty Administrator seeks to be elected, they may be nominated but they cannot attend the voting meeting or participate in the vote. If a Faculty Administrator is elected, they must resign their administrative position and return to the faculty to serve in the elected position.
- (xvi) Faculty Administrators are eligible to mentor graduate students and use departmental funds with the approval of the Department Personnel and Budget Committee.

Chapter 8: Faculty Evaluation and Development

8.1 Student Evaluations

At or near the completion of each course taught by a faculty member, each student shall have the opportunity to participate in an evaluation of the course and the faculty member's delivery of the course using an online evaluation, currently called "Class Climate". The online evaluation, (Class Climate) will be made available to students electronically under the direction of Institutional Research in a manner designed to insure the confidentiality of the students' responses.

- (i) Copies of the aggregate (both qualitative and quantitative) results will be distributed to the faculty member, the Department Chair and Dean.
- (ii) The results will be used:
 - to assist faculty members in evaluating and improving instructional method;
 - to assist the Chairperson in evaluating the course and the faculty member's teaching and to identify areas for faculty development
 - in conjunction with criteria for course assignments in Section 4.9.

The Administration will not use or consider the aggregate (both qualitative and quantitative) results in the Faculty Recognition Program (faculty members may voluntarily submit their own evaluations for consideration) In addition, the Administration will not use the aggregate results in the process of reappointment, promotion or tenure (faculty members may voluntarily submit their own evaluations for consideration). Instead, for those, the Chair will summarize the content of the aggregate quantitative results (without specific numeric reference) and provide the summary for use by the committees responsible for considering such personnel actions.

The aggregate (both qualitative and quantitative) results of the online evaluations of each course will be available to the Chairperson, the Dean and the Provost. There is no restriction imposed on access to information that is aggregated at a department level.

8.2 Teaching Portfolio

All full-time faculty hired after the 2007-08 academic year must maintain a current teaching portfolio that is updated annually and will be used and considered in connection with the process of reappointment, tenure and promotion. The teaching portfolio will include the following items:

- (i) A brief narrative statement by the faculty member with appendices that provide support for claims in the narrative. The teaching narrative should be used to address teaching philosophy, and a description of the evolution of the faculty member's teaching.
- (ii) A dossier of materials, such as course outlines, syllabus, reading lists and sample corrected work.
- (iii) A description of teaching improvement activities.
- (iv) Student evaluations:
 - Required:** Chairperson summary information regarding student evaluations.
 - Optional:** Full student evaluation data, reflections on evaluations, and student correspondence.

All full-time faculty hired prior to the 2007-08 academic year are encouraged to use a teaching portfolio as an instrument in evaluating and improving instructional methods

8.3 Faculty Reporting Requirements and Post Tenure Review

8.3.1 Annual Faculty Reporting Requirements

Through the course of the academic year, faculty will:

- (i) Post their individual course syllabi/course outline onto a shared network drive that will be accessible to only department faculty including adjunct faculty. This document at a minimum shall describe required course readings, other student assignments, course organization and the basis for grade calculation. The course syllabi/course outline of each faculty member will be posted during the first two weeks of every Fall and Spring semester, and also during the first week of every Summer session. The Chairperson will submit a memo to the Dean verifying that all faculty have posted the course syllabi/course online.
- (ii) Faculty members that have a teaching portfolio will post it to the department's shared drive and ensure it is updated regularly. Such faculty do not need to include any Chairperson/Dean evaluation materials or student evaluations that may be part of their teaching portfolios.
- (iii) Be encouraged to participate in peer classroom observations.
- (iv) Post a professional curriculum vitae to the department website under faculty profiles.
- (v) Complete an Annual Faculty Activity Report in accordance with Section 4.6 of this Handbook.

8.3.2 Seventh Year Assessment Post Tenure Review

In addition to the annual reporting requirements, tenured faculty members will undergo a Post Tenure Review process every seven years that is intended to facilitate ongoing faculty development in teaching and promote shared knowledge and techniques in support of building and maintaining a culture of learning among faculty and students. At the beginning of each Fall semester, the Dean of each college shall designate approximately one-seventh (1/7) of the tenured faculty members of each department for assessment, so that over a seven-year period, the entire tenured faculty will be reviewed. Tenured faculty will be reviewed no more than once every seven years. Reviews will begin with faculty who have been tenured for seven years or more and have not yet been reviewed. Tenured faculty who receive a promotion to Full Professor shall have their post tenure review date reset to the year of the new academic rank.

- (i) **Evaluation Procedure** - At the beginning of the faculty member's assessment year, s/he shall submit to the Department Chairperson and the Department Personnel and Budget Committee: (i) student evaluations (evaluations selected by the faculty member covering at least four of the seven years); and (ii) a self-assessment in which the faculty member summarizes his/her teaching over the past seven (7) years, including a description of teaching philosophy, as well as a self-assessment that may take into consideration pedagogical growth over the previous five years, modifications to courses taught, academic advisement, supervision of independent study, graduate mentoring, contributions to instructional needs of the department, and other related activities directly pertaining to teaching.

If the average of the aggregate results for the student evaluations selected by the faculty member is 3.0 or greater, the faculty member will be assessed through the standard review process. If the average of the aggregate results for the student evaluations selected by the faculty member is less than 3.0, the faculty member will be assessed through the comprehensive review process. Faculty members are expected to keep all copies of student evaluations for a minimum of seven years.

- (ii) **Standard Review**

The Department Personnel and Budget Committee will review the aggregate student evaluations and the self-assessment, and (i) accept the assessment without comment, or (ii) provide written feedback and recommendations to the faculty member. This concludes the faculty member's current post tenure review program assessment. The faculty member's seven-year assessment cycle resets to year one.

(iii) Comprehensive Review

- a. An Evaluation Committee will be set up to facilitate this review. The Evaluation Committee will consist of the Department Chair; one member of the Department Personnel and Budget Committee selected by the faculty member; and one tenured faculty member selected by the Chairperson. The faculty member selected by the Chairperson shall be from the same college. When the Chair is being assessed, the senior member of the Personnel and Budget Committee will replace the Chair on the Committee. Seniority is based upon years of continuous full-time service as a faculty member at the University.
- b. Two faculty members will observe the faculty member teach during the Fall semester. One observer will be a member of the Department Personnel and Budget Committee selected by the Department Chair. The second observer will be selected by the Chairperson from a list of three tenured faculty members nominated by the faculty member. The observing faculty members will each write an observation and present it to the Chairperson for inclusion in an evaluation dossier. When the Chairperson is being evaluated, the senior member of the Personnel and Budget Committee will be selected as one observer.
- c. The evaluation dossier will contain: (1) peer observation reports; (2) student evaluations (evaluations selected by the faculty member); and (3) the faculty member's self-assessment.
- d. The Evaluation Committee will review the faculty member's teaching and submit an assessment to the Chair, Dean, and the faculty member reviewed by February 15. The faculty member and Dean will be given an opportunity to provide assessment feedback to be included in the assessment report.
- e. The Evaluation Committee will conduct its review by April 20. Any votes taken shall be by secret ballot. Faculty members will receive in writing a copy of the Committee's assessment and, at the reviewed faculty member's request, the faculty member will have an opportunity to address the Committee. After the meeting, if the Committee so wishes, it may reconsider the initial vote. Within 30 days after having met with the faculty member (if so requested), the Committee shall submit its report to the Dean.
- f. The Evaluation Committee may take one of the following options:
 - If the Evaluation Committee finds the faculty member's teaching is

satisfactory, the evaluation is ended.

- If the Evaluation Committee finds the faculty member's teaching needs improvement in one or more areas, the Committee will devise a development plan tailored to the specific development needs of the faculty member. The Committee will consult with the Dean if resources are necessary to support the development plan. At the end of the development plan (which should conclude no longer than one year after the initial review), the faculty member will be assessed again according to the procedure in Section 8.3.2. If the faculty member's teaching is satisfactory or better, the evaluation is ended and the seven-year assessment cycle begins again. If the faculty member's teaching remains unsatisfactory, the Committee will send its evaluation report to the Personnel and Budget Committee. The Personnel and Budget Committee will assess the development needs of the faculty and take appropriate action.
- g. The purpose of the Post Tenure Review is to facilitate ongoing faculty development in the areas of teaching, and make available a continuous stream of evidence so that administration and faculty can assess the delivery of its services to students. Normally, the Evaluation Committee assessment and findings will not form the basis for disciplinary charges, however, if a faculty member has not shown openness and willingness to participate in pursuing the development and growth after the expiration of the first development plan, that may form the basis of a referral for disciplinary changes.
- h. No faculty member shall be permitted to bring a grievance or any other legal action against another faculty member in connection with peer review observation. The Chair shall retain a copy of the peer review form to track faculty development.
- i. If any action or claim for libel or slander is brought against a reviewing faculty member because of a peer review conducted pursuant to this provision, the University will provide a defense and indemnity for such action or claim.

8.4 Library Faculty Post Tenure Review

All Library faculty hired after 2007-08 will follow the Post Tenure Review Program as outlined in 8.3.2 but will submit materials to the Chair of the Library Personnel Committee (LPC). Library faculty hired prior to 2007-08 will opt to either follow the procedure outlined above or meet

annually with the Dean of Libraries to explore ways to develop and facilitate an ongoing faculty development plan that promotes shared knowledge and demonstrates continued growth in the field of academic librarianship.

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Chapter 9: Research and Scholarship Course Reductions and Research and Scholarship Leaves

9.1 Research and Scholarship Course Reductions

Research and scholarship reductions will be granted for intensive research and scholarship only and in the sole discretion of the Administration when resources allow. All faculty members shall be eligible to receive a research and scholarship reduction. The Dean of each College (including the University Libraries) will list the criteria to be used in granting research and scholarship reductions on the application form faculty members complete in applying for research and scholarship reductions.

Requests for research and scholarship reductions shall be submitted to the Personnel and Budget Committee of the department which will make recommendations to the Dean. The decision on research and scholarship reductions shall be made by the Dean, subject to the approval of the Provost. The Dean shall notify the Department Chairperson who will then notify the Personnel and Budget Committee of the decisions on research and scholarship reductions and the reasons for them and inform the faculty member of such decisions. Faculty members granted a research and scholarship reduction shall not be eligible for an overload during the same semester.

A report on the result or progress made as a result of the reduction will be provided to the Dean at the end of the semester that the reduction was granted.

9.2 Research and Scholarship Leaves

It is University policy to grant research and scholarship leaves from instructional and other teacher-related activities when resources allow, to eligible faculty members who meet the established criteria when such leaves will result in: (a) the scholarly enrichment and increased professional competence of the faculty member, (b) the faculty member's increased value to the University, and (c) the enhancement of the University's reputation in the academic community. The Dean of each College (including the University Libraries) will list the criteria to be used in granting research and scholarship leaves on the application form faculty members complete in applying for research and scholarship leaves.

(i) Eligibility

A full-time faculty member is eligible for a research and scholarship leave when the faculty member has completed six full sequential years of instructional service in the University. Summer teaching shall not be counted toward the time required to be eligible for a research and scholarship leave. Hence, twelve (12) continuous semesters of teaching represent the minimum time requirement. A

professional leave of absence as defined in Section 12.3, shall not be deemed to interrupt the twelve (12) continuous semesters of teaching but shall not count toward satisfying the requirement. A faculty member who has taken a research and scholarship leave becomes eligible for a further research and scholarship leave once twelve (12) continuous semesters have elapsed since the end of the preceding research and scholarship leave.

(ii) Intent

The intent of this policy is to make research and scholarship leaves available when resources allow. The department and the college will make every reasonable effort to accommodate a qualified faculty member's justified request. The Department Chairperson, in consultation with the Department Personnel & Budget Committee and the Dean, shall determine whether adjustments can be made to facilitate the granting of such leaves.

(iii) Form

The research and scholarship leave may take either of two forms. The faculty member may be relieved of duties for one full semester with full pay or may be granted a leave of one complete academic year, with half pay. In either case, the faculty member will be paid in equal installments over the time period involved.

(iv) Determination

Since the requirement of six academic years of continuous service, not including summer sessions, represents a minimum, not every faculty member who requests a research and scholarship leave will be granted one upon completion of this time requirement. It is the duty of the Department Personnel and Budget Committee and the Dean to determine how many personnel in a given department may be on leave simultaneously.

(v) Criteria To Be Met

Research and Scholarship leaves are intended for scholarly activities, such as the writing of a book, professional development or research on a professional project. No leave will be granted for the purposes of teaching in another institution, and a faculty member may not teach in another institution during such leave. A research and scholarship leave will not be granted for travel for purely personal reasons.

(vi) Process and Timing

A faculty member requesting a research and scholarship leave must file with the appropriate Chairperson, and ultimately with the Dean of the college, a complete and precise statement of the purposes of the leave. This statement will include such essentials as: (i) the objectives of the leave; (ii) the activities to be undertaken; and (iii) anticipated outcomes (i.e. the value to be derived for the individual and for

the college and/or the University – a book, external funding, peer-reviewed article, etc.). This statement must be filed two full semesters before the requested leave. Thus, a faculty member desiring to begin a leave of a fall semester must file a petition during the first month of the preceding fall semester. The Chairperson will forward a recommendation of the Department Personnel and Budget Committee to the Dean of the college by the end of the semester in which the original request was submitted. The recommendation is subject to the approval of the Dean and the Provost.

(vii) Obligations

At the completion of the research and scholarship leave, the faculty member will submit to the Chairperson a complete and accurate report of the results that were achieved together with any manuscript or other product that resulted from the research and scholarship leave. Copies of the report will be forwarded to the Department Personnel and Budget Committee and the Dean within one (1) month after the faculty member resumes teaching assignments. A copy of this report will be placed in the faculty member's official file. The faculty member agrees to remain in the employ of the University for a minimum of one year after the completion of a research and scholarship leave.

(viii) Other Considerations

- A faculty member on research and scholarship leave shall be entitled automatically to any general salary increase and to any increase in fringe benefits which is granted to the faculty as a whole during the leave.
- During the research and scholarship leave, the University shall continue the withholdings and deductions required by law or for fringe benefits, including retirement plan contributions.
- A faculty member on research and scholarship leave will continue to accrue seniority during the leave.
- The University does not cover travel expenses during the leave.

Chapter 10: Compensation

10.1 Annual Compensation

Annual compensation adjustments for full-time tenure and tenure track faculty members and contract faculty will consist of two (2) components:

- An annual base increase for all faculty members set forth in Section 10.2; and
- An Annual Recognition Program, as set forth in Section 10.3

10.2 Full-Time Faculty Member Base Increases

- For the 2025-2026 academic year, all full-time tenure and tenure track continuing faculty members shall receive a contract salary equal to their 2024-2025 contract salary, increased by 3.0 %. All full-time continuing faculty who were employed by the University during the 2024-2025 academic year will be eligible for a retroactive payment.
- For the 2026-2027 academic year, all full-time tenure and tenure track continuing faculty members shall receive a contract salary equal to their 2025-2026 contract salary, increased by 3.25%.
- For the 2027-2028 academic year, all full-time tenure and tenure track continuing faculty members shall receive a contract salary equal to their 2026-2027 contract salary, increased by 3.25%.

The full salary increments are intended for continuing faculty members. Continuing faculty members are those who have completed one full year of service at the University. Therefore, a new faculty member who joins the University at the commencement of the academic year is not entitled to any annual salary increment for that first year of service. If a faculty member joins the University in the Spring semester and has completed only one-half (1/2) of an academic year of service when the next salary adjustment is scheduled, then the faculty member is entitled to one-half (1/2) of that salary adjustment.

10.3 Full-time Faculty Member Recognition Program

If the full-time faculty member desires, s/he may indicate when submitting the Annual Faculty Activity Report in Section 4.6 to the Dean that s/he wishes to be considered for a Recognition Award. The purpose of the Recognition Program is to recognize annual outstanding contributions achieved by faculty members in the areas of teaching, research and scholarship, and service, in alignment with the long term goals and direction established by the Dean of each College (including the University Libraries) prior to the beginning of each academic year. The Dean's goals will be aligned

to the University's Strategic Priorities; in particular, to the major initiatives of the individual schools/colleges.

(i) Awards

The number of Faculty Recognition Awards to be granted each academic year shall be determined by the Provost and is subject to budget availability. The Provost's determination shall constitute an approved allocation of award headcount to each College. Awards shall be made as one-time payments in the amount of \$1,000 or \$2,000. Within the allocated number of awards, the Dean and/or the Dean's designees (which may include Associate Deans or other qualified administrative or faculty leaders) shall determine the recipients and the respective award amounts, prioritizing research, teaching, and service, in that order. Faculty Recognition Awards shall not be added to the faculty member's base salary.

(ii) Procedure

The following procedure shall be followed with respect to determination of the awards:

- The Dean and/or the Dean's designee shall meet to review Annual Faculty Reports and the college goals. The Annual Faculty Reports shall indicate whether a faculty member had a research leave during the academic year. The fact that a faculty member has received a research reduction to support his/her research shall be disclosed and considered when evaluating an award application that is based upon such research. Faculty seeking an award based upon outstanding teaching must include a teaching portfolio and the most recent year's student evaluation data.
- The Deans will notify faculty who have or have not been selected to receive the award within 30 days of the final selection, which shall be completed no later than September 1st of each year.

(iii) Other Considerations

- The Recognition Program is intended to reward excellence in research and scholarship, teaching and service. The Dean and/or the Dean's designees will also strive to ensure that awards are given each year to deserving faculty who have made outstanding contributions category.
- Department Chairpersons and Program Directors/Coordinators shall be eligible for awards, provided, however, consideration shall not be given to his/her contributions in fulfilling the responsibilities of Chair or Director/Coordinator.
- All award determinations are final.

10.4 Adjunct Faculty Member Increases

10.4.1 Minimum Credit Hour Adjustments:

For the 2025-2026 academic year, the minimum credit hour rate for adjunct faculty members shall be as follows:

Adjunct Professor	\$2,150
Adjunct Associate Professor	\$1,950
Adjunct Assistant Professor	\$1,850
Adjunct Instructor	\$1,750

For the 2026-2027 academic year, the minimum credit hour rate for adjunct faculty members shall be as follows:

Adjunct Professor	\$2,215
Adjunct Associate Professor	\$2,009
Adjunct Assistant Professor	\$1,906
Adjunct Instructor	\$1,803

For the 2027-2028 academic year, the minimum credit hour rate for adjunct faculty members shall be as follows:

Adjunct Professor	\$2,281
Adjunct Associate Professor	\$2,069
Adjunct Assistant Professor	\$1,963
Adjunct Instructor	\$1,857

10.4.2 Continuing Adjunct Faculty Member Increases

For the 2025-2026 academic year, continuing adjunct faculty members shall receive a contract salary equal to their 2024-2025 contract salary, increased by 3.25%. All continuing adjunct faculty who were employed by the University during the fall 2024 or spring 2025 academic year will be eligible for a retroactive payment.

For the 2026 – 2027 academic year, continuing adjunct faculty members shall receive a base adjustment of 3.25% increase equal to their 2025-2026 contract salary.

For the 2027-2028 academic year, continuing adjunct faculty members shall receive a base adjustment of 3.25% increase equal to their 2026-2027 contract salary.

10.5 Promotional Increments

A faculty member who is promoted in rank shall receive a salary increment as follows:

Promotion to Full Professor	\$5,500
Promotion to Associate Professor	\$3,000
Promotion to Assistant Professor	\$2,000

10.6 Summer Session Compensation

10.6.1 A full-time faculty member who teaches during the summer sessions as overload shall be compensated in accordance with overload policy in Section 4.11.3.

10.6.2 A continuing adjunct faculty member who teaches during the summer sessions shall be compensated for each credit hour taught at the adjunct rate which the faculty member received during the immediately preceding academic year.

10.7 Compensation for Substitute Teaching

10.7.1 A faculty member who voluntarily substitutes for a colleague shall be compensated for such additional teaching after the first full week. If such substitute teaching is for more than one (1) week, the substituting faculty member shall be compensated in accordance with the overload policy in Section 4.11.3 pro-rated for the period of substitute teaching, including the initial one-week period.

10.7.2 Substitute teaching is exempt from the limitations pertaining to teaching load, instructional preparations, inter-campus travel and student load.

Chapter 11: Fringe Benefits

11.1 Fringe Benefits - General

The University shall provide to all full-time faculty members the following benefits:

- (1) Retirement Plan (403 (b))
- (2) Medical Insurance Plan
- (3) Dental Plan
- (4) Group Life Insurance
- (5) Long-Term Disability Insurance
- (6) Travel Insurance
- (7) Tuition Remission
- (8) Tuition Exchange Program
- (9) Life Insurance for Retirees
- (10) Optional Employee-Paid Benefits
- (11) Adoption Assistance Benefit Program
- (12) Paid Family Leave

The faculty member, when entitled to such benefits, shall submit the appropriate applications to secure these benefits. Faculty members may view the Plan Documents for these benefits by contacting the Human Resources Department Summary Plan Descriptions for these benefits are available in the Human Resources Department, or can be viewed on the University's website.

11.2 Retirement Plan (403 (b))

- (i) Faculty Hired before June 1, 2012 An eligible faculty member may choose to make employee plan contributions, on a tax-deferred basis, into one of two retirements plans: TIAA-CREF or Fidelity Investment. A faculty member is eligible for University plan contributions after completion, at the University or any other accredited college or university, of one (1) year of full-time service and attainment of age twenty-six

(26). Upon eligibility for such contributions, if a faculty member contributes a minimum of five percent (5%) of contract salary to the Plan, the University will contribute an amount equal to ten percent (10%) of the faculty member's contract salary. The Plan is more fully described in the Plan documents.

(ii) Faculty Hired on or After June 1, 2012. An eligible faculty member hired on or after June 1, 2012 may choose to make employee plan contributions, on a tax-deferred basis, into one of two retirement plans: TIAA-CREF or Fidelity Investments. Upon completion of one year of full-time employment with the University, faculty are eligible to receive a University contribution to their retirement account of five percent (5%) of their base salary. Faculty must themselves contribute a minimum of five percent (5%) into their retirement account in order to receive the University's five percent (5%) contribution. Upon completion of five years of employment, the University's contribution increases to ten percent (10%) of a faculty member's base salary provided the faculty member's contribution is at least five percent (5%). The Plan is more fully described in the Plan documents.

(iii) Adjunct Faculty: Effective January 1, 2021, an eligible adjunct faculty member may choose to make employee plan contributions, on a tax-deferred basis, into one of two retirement plans: TIAA-CREF or Fidelity Investments. Adjunct faculty are not eligible to receive a University contribution to their retirement account. The Plan is more fully described in a Summary Plan Description and in the Plan documents.

(iv) An eligible faculty member who has attained the age of 59 and ½ years may choose to withdraw up to \$30,000 per calendar year from contributions that he/she has made to the Retirement Plan and any earnings therein.

11.3 Medical Insurance Plan

(i) The University provides a Medical Insurance Plan in accordance with plan documents to all full-time faculty members who elect coverage. If a faculty member's first day of employment occurs on the first day of the month, the faculty member is eligible for coverage immediately. Otherwise, a faculty member is eligible for coverage on the first day of the month following employment.

a. For full-time faculty members initially employed as such before August 1, 2003:

1.01 Individual medical coverage will be offered on a non-contributory basis.

1.02 For family coverage, faculty members will have the option of paying twenty percent (20%) of the medical insurance premium for the

duration of such coverage or of paying the full cost of family coverage for the first two years and having such family coverage provided at no cost thereafter. For faculty members who have already paid the full cost of family medical coverage for two years, or who were employed at the University before the requirement was imposed and are currently receiving family medical coverage, family medical coverage will continue to be provided by the University at no cost to the faculty member.

- b. For full-time faculty members initially employed after August 1, 2003, such faculty members shall be required to pay twenty percent (20%) of the medical insurance premium for individual and/or family medical coverage for the duration of such coverage.
- The University established a permanent health insurance premium fund to reduce the medical insurance premiums paid by faculty (the “Health Insurance Premium Fund”).
 - Initially, the University allocated Four Hundred Thousand Dollars (\$400,000) to the Health Insurance Premium Fund for the 2023 calendar year. The funds were applied on a pro rata basis to reduce the health insurance premium amounts paid by each faculty member for the duration of such coverage during calendar year 2023. The Fund Base, having increase in 2025, is now Four Hundred and Thirty Thousand Dollars (\$430,000)
 - For calendar year 2026, the University will increase the Health Insurance Premium Fund by 7.5% to Four Hundred and sixty-two thousand two hundred and fifty Dollars (\$462,250); provided, however, if health insurance premiums for calendar year 2026 are increased by 9% or greater, the Health Insurance Premium Fund increase for calendar year 2026 will be equal to the percentage increase in premiums, and if the health insurance premiums for the calendar year 2024 are increased by 5% or less, the Health Insurance Premium Fund increase for calendar year 2024 will be equal to the percentage increase in premiums. The funds will be applied on a pro rata basis to reduce the health insurance premium amounts paid by each faculty member for the duration of such coverage during calendar year 2026
 - For calendar year 2027, the University will increase the Health Insurance Premium Fund by 7.5%; provided, however, if health insurance premiums for calendar year 2027 are increased by 9% or greater, the Health Insurance Premium Fund increase for calendar year 2027 will be equal to the percentage increase in premiums, and if the health insurance premiums for the calendar year 2027 are increased by 5% or less, the Health Insurance Premium Fund increase for calendar year 2025 will be

equal to the percentage increase in premiums. The funds will be applied on a pro rata basis to reduce the health insurance premium amounts paid by each faculty member for the duration of such coverage during calendar year 2027.

- For calendar year 2028, the University will increase the Health Insurance Premium Fund by 7.5%; provided, however, if health insurance premiums for calendar year 2028 are increased by 9% or greater, the Health Insurance Premium Fund increase for calendar year 2028 will be equal to the percentage increase in premiums, and if the health insurance premiums for the calendar year 2027 are increased by 5% or less, the Health Insurance Premium Fund increase for calendar year 2028 will be equal to the percentage increase in premiums. The funds will be applied on a pro rata basis to reduce the health insurance premium amounts paid by each faculty member for the duration of such coverage during calendar year 2028.
- c. For purposes of clarity, for calendar year 2029, the Health Insurance Premium Fund will be set at the amount it was for calendar year 2028 (less the amount allocated from the Supplemental Health Insurance Premium Fund budget as set forth below) with the amount of increases being the subject of negotiation, which will include increases in health insurance premiums for calendar years 2026 and 2027. The parties agree that in negotiations concerning future Health Insurance Fund escalations recent increases in health insurance premiums will be factored into such negotiations. Supplemental Insurance Premium Fund: The University will allocate on a one-time basis, an additional One Hundred and Thirty-Five Thousand Dollars (\$135,000 to the Supplemental Health Insurance Premium Fund for the calendar year 2026. The University will allocate on a one-time basis, an additional One Hundred and Forty Thousand Dollars (\$140,000 to the Supplemental Health Insurance Premium Fund for the calendar year 2027. The University will allocate on a one-time basis, an additional One Hundred and Forty-Five Thousand Dollars (\$145,000 to the Supplemental Health Insurance Premium Fund for the calendar year 2028. A full-time faculty member must notify the Administration when family coverage is no longer needed.
- d. Full-time faculty members who were enrolled in, and had fully paid for, family coverage prior to January 1, 2002 (such that the cost of coverage to the faculty member was converted to zero dollars (\$0)), shall be permitted to resume such no-cost family coverage in accordance with plan documents if they discontinued that coverage for any reason.
- (ii) All full-time faculty members will be offered the Oxford Freedom Select Plan or a comparable plan designated by the University. Faculty members covered under the

Oxford Freedom Select Plan as of August 31, 2002 will continue to receive medical benefits as defined in the Oxford Freedom Select Plan, with applicable deductibles and out-of-pocket maximums.

- (iii) Faculty members who teach at the Rome Campus and who require medical care in Rome during the course of their assignment will be reimbursed by the University so that their medical costs are no greater than those they would have incurred had they received their care in the Oxford Network.

11.4 Dental Plan

The University provides two dental plans in accordance with plan documents to all full-time faculty members who elect coverage:

- (i) The University provides a basic Dental Plan, the terms of which are set forth in the Summary Plan Description and in the Plan Document. The cost of the Plan to the University will not exceed \$20.00 per month towards the premium per individual and \$62.00 per month towards the premium for family coverage. The additional cost of coverage provided under this plan will be the responsibility of each faculty member
- (ii) The University also provides a Dental Maintenance Organization (DMO) Plan, the terms of which are set forth in the Summary Plan Description and in the Plan Document.

11.5 Group Life Insurance

The University provides insurance, on a non-contributory basis, in an amount equal to \$30,000 or the faculty member's contract salary rounded out, where appropriate, to the next highest multiple of \$1,000, whichever is greater. The terms of the Group Life Insurance Plan are set forth more fully in the Summary Plan Description and in the Plan Document.

11.6 Long-Term Disability Insurance

The University provides a core Long-Term Disability Plan on a non-contributory basis. The plan becomes effective one year from the date of employment and continues through age 65. For occurrences of total disability prior to age 60, coverage will terminate at age 65. For occurrences of total disability beyond age 60, coverage will be provided for five years (less six months waiting period) or until age 70, whichever occurs sooner.

Following one year of employment and six consecutive months of total disability, a monthly income benefit will be paid equaling sixty percent (60%) of covered monthly salary (1/12th of contract salary) as of the date disability began, but not to exceed \$3,000 monthly; the income benefit will

be reduced by any income payable from Social Security and/or Worker's Compensation.

11.7 Travel Insurance

The University provides travel accident insurance containing various benefits of up to \$100,000 for death or dismemberment, on a non-contributory basis, for any faculty member who travels for the University on University business, whether locally or long distance. The policy provides 24-hour coverage while the faculty member is in travel status. Coverage does not extend to personal side trips while on University business. The terms of the coverage are more fully set forth in this Policy.

11.8 Tuition Remission

- (i) Faculty Hired before June 1, 2012. The University provides a tuition remission benefit to full-time faculty members as follows: Tuition remission in undergraduate courses is provided to spouses and dependent children, as defined in the Tuition Remission Policy, of full-time faculty members and of faculty members who die or are disabled after completing ten years of continuous service at the University. Tuition remission is also provided to the spouse and/or dependent sons and daughters of full-time faculty members who retire and have completed at least fifteen (15) years of continuous service at the University. Such remission of tuition shall be subject to the terms and conditions set forth in the Tuition Remission Program.
- (ii) Faculty Hired on or After June 1, 2012. There shall be a waiting period of two years from the date of employment prior to being eligible to participate in the Tuition Remission Program for undergraduate tuition remission benefits. Such remission of tuition and the waiting period shall be subject to the terms and conditions set forth in the Tuition Remission Program.
- (iii) Tuition remission benefits are extended for graduate study (excluding the School of Law) to the spouses and dependent children, as defined in the Tuition Remission Policy, of full-time faculty members. Said benefits shall also apply to the spouses, children and dependents, as defined by the Internal Revenue Code, of present and future full-time faculty members who die or are disabled after completing ten years of continuous service at the University, or who retire and have completed at least fifteen (15) years of continuous service at the University. Such remission of tuition for graduate study shall be subject to the terms and conditions set forth in the Tuition Remission Program.
- (iv) Faculty members who have no children and who have at least ten (10) years of full-time service at the University may, during their term of full-time service or if they would otherwise have qualified for retiree tuition remission benefits, designate one legal relative for tuition remission on the same basis as a dependent child. Examples of qualifying eligible designees are niece, nephew, sibling or first cousin.

- (v) Faculty members who have at least twenty (20) years of full-time service at the University who have children but who never utilized the Tuition Remission or Tuition Exchange benefits, may, during their full-time service designate one legal relative for tuition remission on the same basis as a dependent child. Qualifying eligible designees are niece, nephew, sibling, first cousin or grandchild.

- (vi) The tuition remission benefits referred to in Section 11.8 shall not be granted unless the faculty member and/or the dependent sons, daughters, spouse or designee, makes an application and takes all other further action to obtain all New York State and/or federal awards and/or scholarships, and/or other tuition reimbursements, to the end that the amounts received from those awards and/or scholarships and/or tuition reimbursements inure to the benefit of the University. Tuition remission benefits will also be subject to applicable taxes.

11.9 Tuition Exchange Program

Full-time faculty members will be eligible to participate in the University's Tuition Exchange Program for undergraduate study. The number of faculty member slots will not exceed fifty percent (50%) of the University's total allocation for each year. Participants will be subject to the terms of the Plan Document which assumes the necessary levels of incoming students and requires at least three years of University service. The inability to secure the appropriate level of incoming students in a given year may restrict the allocation of slots or suspend the program in its entirety. Selection of eligible full-time faculty members for consideration for awards will be given on the basis of length of service. Faculty members with the greatest length of continuous full-time service will be given first consideration for one available award. A faculty member would be eligible for a second concurrent award, based on length of service, only if there are no other applicants for the program. The terms and conditions of the program are outlined on the Human Resources Intranet site.

11.10 Life Insurance for Retirees

During the last academic year prior to the faculty member's retirement, a faculty member may apply for continuance after retirement, of the group life insurance benefits in the amount of \$10,000. The University will continue such faculty member on the group life insurance rolls to the extent of \$10,000 provided that the faculty member pays the premiums on an ongoing basis. Unless the initial premium and future annual premiums are paid in advance, the faculty member shall not be entitled to any such insurance coverage.

11.11 Optional Employee-Paid Benefits

The University currently maintains certain benefits and benefit plans that are fully paid by employees, and are not supported by any contribution from the University ("Optional Employee-Paid benefits"). These Optional Employee-Paid benefits currently include:

- (i) long-term disability,
- (ii) long-term care,
- (iii) supplemental life insurance,
- (iv) a flexible spending account,
- (v) auto and homeowners insurance,
- (vi) a Qualified Transportation Benefit (commonly referred to as “Transitcheck”), and
- (vii) Paid Family Leave

Faculty members will be entitled to participate in these benefit programs in accordance with the applicable Plan Documents on the same terms and conditions as apply to administrators and staff. Faculty members who choose to participate will be responsible for the full cost of these benefits based on faculty rates.

The University does not guarantee the continuance of these Optional Employee-Paid benefits. These Optional Employee-Paid benefits will be available to faculty members on the same basis as administrators.

11.12 Adoption Assistance Benefit.

The University provides an adoption assistance benefit that contributes up to Five Thousand Dollars (\$5,000) to full-time faculty members toward the costs of adoption, in accordance with plan documents.

11.13 Adjunct Faculty Health Insurance Premium Assistance Program

The University will set aside up to \$100,000 to fund a program to assist adjunct faculty with the cost of health insurance premiums. The program is intended to assist continuing adjunct faculty that do not have access to employer sponsored health insurance.

An eligible adjunct faculty member must:

- (i) Meet the definition of “continuing adjunct faculty members” set in Section 6.3 (d)
- (ii) Certify annually that he/she does not have access to employer sponsored health insurance personally or through another individual; and present evidence, such as an insurance Identification card issued by a New York State marketplace insurer, showing annual enrollment in a New York State Marketplace Qualified Health Plan.

An eligible adjunct faculty member will receive up to \$1,500 per year. This benefit will be subject to regular income tax withholdings.

Applications, together with the required annual certifications, must be delivered to the Benefits Department in Human Resources by January 31st each year. Payment will be made within 30 days of January 31st, as an additional lump sum payment via the normal paycheck distribution method.

11.14 Paid Family Leave

Effective January 1, 2021, the University will provide all of its faculty working in New York with paid leave benefits and job protection in accordance with the New York State Paid Family Leave Benefits Law. This coverage is provided to faculty by the University through an insurance carrier. The University will take payroll deductions from all faculty for this coverage. The coverage, including eligibility, waiver, and restrictions is more fully described in Human Resources Policy Number 509.

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Chapter 12: Leaves

12.1 Sick Leave

- (i) After the first year of full-time employment, a full-time faculty member who, by reason of personal illness or a medically certified disability is incapable of performing the regular duties of a faculty member, shall be entitled to a sick leave, with full pay (in lieu of contract salary which otherwise would be earned), for a period not to exceed six months. In no event, however, shall the University's payment for sick leave exceed one-half (1/2) of the faculty member's then prevailing annual contract salary. If the faculty member receives governmental disability benefits and/or workers' compensation benefits during the period of absence, the faculty member shall be paid the difference between the benefits received and the benefits provided above.
- (ii) During the first year of full-time employment, the period of paid sick leave shall be limited to one month.
- (iii) A faculty member who requires a sick leave must notify the Dean (or cause notification) of the faculty member's illness or injury as soon as possible and the approximate date he/she expects to return to work.
- (iv) A faculty member disabled for more than two weeks is required to submit to the Benefits Office within Human Resources a medical certificate from the faculty member's physician setting forth the nature of the disability, the diagnosis and prognosis thereof and the approximate date he/she expects to return to work.
- (v) After the faculty member submits such certificate, the Administration may request the faculty member to submit to an examination by a physician of the Administration's choice.
- (vi) If the physician selected by the Administration and the attending physician disagree as to the ability of the faculty member to return to work, the faculty member, at the request of the Administration, shall submit to an examination by a third physician whose name shall be submitted by an impartial medical panel of the Queens County or New York County Medical Society. The decision of such panel physician shall be binding on both the faculty member and the Administration as to the ability of the faculty member to return to work.
- (vii) If the faculty member fails or refuses to submit such certificate or fails or refuses to be examined by a physician selected by the Administration or a panel physician, the faculty member's sick leave compensation from the University shall cease. In such event a determination as to the faculty member's continued employment by the University shall be presented to the faculty member's Department Personnel and Budget Committee, which decision shall be subject to review in accordance with the procedures set forth in Chapter 6.

- (viii) Each month after the submission of the medical certificate or after any medical examination as set forth above, the faculty member, upon request of University, shall be required to submit a further certificate from the faculty member's attending physician and the University may request the faculty member to submit to a further examination by a physician selected by the University and, where appropriate, by a panel physician. It is expected that such medical examination by the University's physician and/or panel physician shall not occur more frequently than at one-month intervals.
- (ix) If the faculty member fails to return to work after being certified as being able to work by the attending physician or a panel physician, the faculty member's employment at the University shall cease.
- (x) A faculty member who, after being on sick leave, returns to work may be assigned such duties as are consistent with his/her status as a faculty member (e.g., teaching, advisement, recruitment, preparation of syllabi, etc.).
- (xi) A faculty member on a paid sick leave shall be entitled automatically to any general salary increase and to any increase in fringe benefits which shall be granted the faculty as a whole. During the period of the sick leave, the regular, normal deductions, including those for fringe benefits, from the faculty member's salary shall continue.
- (xii) Seniority shall continue and accrue during any such sick leave.

12.2 Long-Term Disability Leave

- (i) If, by reason of illness or bodily injury, a faculty member continues to be incapable of performing the regular duties of a faculty member, after a period of six months, the faculty member may apply for a long-term disability leave. The long-term disability leave will be granted only if the faculty member qualifies for long-term disability benefits pursuant to the terms and conditions set forth in the disability plan.
- (ii) A faculty member on long-term disability leave shall maintain and accrue seniority for a period of eighteen months after the disability leave commenced. At the end of that period, if the faculty member is unable to return to his/her regular duties, the faculty member's employment at the University shall be terminated. Thereafter, if, within twelve months of termination, the former faculty member is determined, pursuant to the procedures set forth in this Handbook, to have regained health and once again to be able to perform all the duties of a faculty member, and there is a faculty vacancy in the former faculty member's department for which the former faculty member is qualified, the former faculty member, upon application, shall be given preference for such vacancy.

12.3 Professional Leave of Absence

- (i)** A faculty member may be granted upon request, up to one year's leave of absence without pay, and upon further request up to an additional year's leave without pay, for advanced study, research and scholarship, exchange teaching, government service, travel, or any other professional experience which is related to the faculty member's field of teaching or employment or which will improve the faculty member's professional competence. faculty member requesting a professional leave of absence must file with the appropriate Chairperson, and ultimately with the Dean of the college, a complete and precise statement of the purposes of the leave. This statement will include such essentials as the following:

 - a. the objectives of the leave;
 - b. the activities to be undertaken;
 - c. the values to be derived not only for the individual but also for the college and/or University. This statement must be filed at least one semester before the commencement of the leave.
- (ii)** The Chairperson will forward a recommendation of the Department Personnel and Budget Committee to the Dean of the college by the end of the semester in which the request was submitted. The recommendation of the Department Personnel and Budget Committee shall include a provision as to whether seniority shall accrue during the term of the leave. The recommendation is subject to review and recommendation of the Dean and final review and determination by the Provost.
- (iii)** The faculty member assumes the obligation to remain in the employ of the University for a period equal to that of the professional leave of absence, after the completion of the professional leave of absence.
- (iv)** Upon a faculty member's return to full-time teaching at the University, the Administration may place the faculty member at the same position on the salary schedule that the faculty member would have been placed upon had the faculty member taught during the period of the leave. In no event, however, shall the faculty member's annual contract salary be less than his/her annual contract salary immediately prior to the commencement of the leave.

12.4 Special Leave of Absence

- (i)** A faculty member may be granted upon request, a leave of absence without pay for a period of one year, and upon further request, up to an additional year's leave of absence without pay because of serious illness of a member of the faculty member's immediate family or for similar good and sufficient cause.
- (ii)** A faculty member requesting a special leave of absence must file with the Department Chairperson, and ultimately with the Dean of the college, a complete and precise

statement of the purpose of the leave.

- (iii)** The Chairperson will forward a recommendation of the Department Personnel and Budget Committee to the Dean of the college by the end of the semester in which the request was submitted. The recommendation of the Department Personnel and Budget Committee shall include a provision as to whether seniority shall accrue during the term of the leave. The recommendation is subject to review and recommendation of the Dean and final review and determination by the Provost.
- (iv)** If this Handbook grants rights greater than those provided by the Family and Medical Leave Act of 1993, the provisions of this Handbook shall control.
- (v)** Upon a faculty member's return to full-time teaching at the University, the Administration may place the faculty member at the same position on the salary schedule that the faculty member would have been placed upon had the faculty member taught during the period of the leave. In no event, however, shall the faculty member's annual contract salary be less than his/her annual contract salary immediately prior to the commencement of the leave.

Chapter 13: Retirement

13.1 Normal Retirement Age

No faculty member is required to retire. However, the University's "normal retirement age" is 65, at which point faculty members become eligible for retirement benefits as defined by the University's plan documents. A faculty member may request to retire earlier than the "normal retirement age" and, depending on the needs of the University, may be considered for early retirement benefits. Except in cases of a voluntary separation offer, the University will continue medical coverage until 65 for any tenured faculty member who is approved for early retirement benefits. If the faculty member has completed twenty (20) years of continuous service at the University, he or she will be eligible for a period of up to 18 months (or age 65, whichever is sooner) to continue to receive medical insurance coverage by making the same contributions toward the premium he or she was making as a full-time employee. After the 18 months has expired, if the faculty member has not attained age 65, such faculty member may continue to participate in the medical insurance plan until age 65 by paying the full cost of the associated premium. Any faculty member approved for early retirement benefits who has not completed twenty (20) years of continuous service may continue to participate in the medical insurance plan until 65 by paying the full cost of the associated premium.

13.2 Retiree Privileges

Retired faculty members are eligible for a University ID card, which can be obtained through Human Resources, and which entitles retired faculty to use of University dining facilities, sports and recreation facilities and University libraries.

13.3 Phased Retirement Program

The University shall maintain a Voluntary Phased Retirement Program for tenured faculty that provides a gradual transition to a date certain full retirement. The program will permit tenured faculty to phase down their work expectations in the final years of their career. It responds to the expressed desire of many faculty members to move into retirement gradually, and it enables the University to plan for the replacement of faculty members in advance of their actual full retirement. Eligible faculty members are not required to use the phased retirement program.

(i) Eligibility

A full-time faculty member is eligible to participate in the Voluntary Phased Retirement Program ("Program") if, as of the date his or her phased retirement would commence under the Program ("Commencement Date"), he or she is actively serving in a faculty position and is at least 62 years of age with 10 or more years of service to the University. Tenured faculty members who are not

actively serving in a faculty position as of the Commencement Date (e.g., faculty members who serve in an administrative position or as a department chairperson, unless he or she steps down from the chair position) will not be eligible to participate in the Program

(ii) Phase Down Period

Eligible faculty members may elect to take a reduced workload over a period of one year or two years (“the phase-down period”), followed by full retirement at the end of the phase-down period. A participating faculty member must choose his or her phase-down period at the time the faculty member elects to participate in the Program.

(iii) Work Load During Phase Down Period

Eligible faculty members will reduce their normal work load to 6 credits during each academic year during the elected phase-down period, with no opportunity for overload or research reduction. Faculty Librarians shall work half-time throughout the phase-down period. Participants may elect to satisfy the teaching load in any combination. For instance, a Participant could teach all credits in one semester, or could teach class(es) in both Fall and Spring. Accommodation of teaching preference will be based on need and approval of the department.

A faculty member teaching a split load over the fall and spring semesters may propose a modified schedule for office hours. The proposal will require the approval of the Department Chair, which approval shall not be unreasonably withheld. The Department Chair’s decision is final.

Based on the needs of the department, a participating faculty member may teach class during the summer sessions. Any summer class would be in addition to the six credits agreed to in the phase-down period and shall be compensated according to Section 4.11.3.

(iv) Compensation and Benefits

a. Compensation

Participants will receive an annual salary equal to one-half of the faculty member’s base salary. Participants will continue to be eligible for annual salary increases; provided, however, the percentage increases will be based on the reduced salary.

b. Benefits

The faculty member’s salary based benefits (e.g., life insurance, long-term disability, contributions to social security, and retirement contributions) are reduced based on the reduced salary.

Faculty member's non salary-based benefits (e.g., medical insurance, tuition remission, tuition exchange, sick time) shall continue as if the faculty member is working full- time throughout the fiscal year. The faculty member shall continue to make the same contributions for medical coverage he or she would make as a full-time employee.

Participants will be eligible for benefits under the University benefit plans, including the University's contribution of 10 percent of eligible earnings under the University's Defined Contribution Retirement Plan, to the extent provided by the terms of those plans and to the extent the Participants continue to pay any applicable contributions for such benefits. When the agreement for Phased Retirement and General Release become irrevocable, the faculty member may elect to receive distributions from the retirement account during the phased retirement period. Phased Retirement participants should contact the investment vendors directly for appropriate distribution forms and related materials.

(v) Other Entitlements

Faculty members who elect to participate in the Program, shall no longer be eligible to vote in any department, college or University-wide election during the terminal year of the phase-down period. Faculty members who elect to participate will be entitled to use the same work space (e.g., office space, laboratory space) that he or she was entitled to prior to electing to participate in the Program. Faculty members who elect to participate in the Program are no longer obligated to meet the requirements of Post Tenure Review set forth in section 8.3.2 and are relieved of their obligation to submit an annual faculty activity report set forth in Section 4.6. Faculty members who elect to participate in the Program shall relinquish their tenure at the end of the phase-down period.

(vi) Other Terms

- Faculty members electing to participate in the Program will be required to sign and return an agreement for Phased Retirement and General Release. If after due deliberation and consultation, a faculty member decides to participate, the two documents should be notarized and returned to the Director of Benefits, Human Resources.
- Eligible faculty members must make an election to participate in the Program by June 30 preceding the fall semester when the phase-down period commences, or September 30 if the phase- down period will commence in the spring semester. However, in order to assist department planning, faculty interested in participating in the program are encouraged to file the applicable agreement as early as possible.

- Faculty members will have seven (7) days following their execution of the General Release in which to revoke their agreement for Phased Retirement and the General Release. The General Release will not become effective or enforceable until the expiration of the seven (7) day period. Upon expiration of the seven (7) day period, a faculty member may not revoke the agreement for Phased Retirement or the General Release.
- The Program is effective as of June 2008. The University reserves the right to amend the Program at such time(s) as it deems appropriate.
- The Plan is more fully described in the Summary Plan Description and Plan Documents available through the Office of Human Resources.

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Chapter 14: Introduction, Reduction or Elimination of Programs

14.1 Procedure

The Administration or the faculty may initiate action to abolish academic programs, to eliminate an academic department or to reduce the size of the faculty in an academic department due to: (1) Loss of state registration, or reasonable expectation of the imminent loss of it, or (2) Bona fide need. Bona fide need includes: (1) department financial exigency,⁷ (2) loss of necessary accreditation or denial of an application for necessary accreditation by a recognized accrediting agency, or (3) seriously deficient programs as determined by outside evaluation.⁸ In determining bona fide need, the necessity of the program or department to the University must be seriously weighed. Such action must be preceded by consultation with the appropriate academic bodies in accordance with the procedures outlined in Section 14.2.

14.2 Consultation

The word “consult” means that: (i) the department, the Faculty Council and the Administration are given the opportunity and a reasonable time to review and formulate their respective judgments in the form of recommendations or positions for consideration by the Board of Trustees; (ii) all of the facts and data used by each body in reaching its conclusions shall be submitted to all other bodies which are required to be consulted and to the Board of Trustees. The procedure to be used for such consultation is set forth Section 14.3.

⁷ Department financial exigency exists when a thorough evaluation of the financial status of the department, including consideration of total income generated, ordinary direct operating expenses and projected savings through faculty attrition and other economies, nevertheless indicates its lack of fiscal viability.

⁸ Whenever a reasonable prospect of remedy exists, before the Administration may act pursuant to this Chapter because of department financial exigency or because of seriously deficient programs as determined by outside evaluation, the full-time faculty members of the department in question shall be given notice and shall, upon the department's request, be granted a probationary period of two years (unless a longer period of time is granted within the sole discretion of the Administration) to remedy the difficulties. During any such probationary period: (a) no currently tenured faculty member shall be terminated in the affected department as a result of Chapter 14 or 15 of this Handbook and (b) financial information involving the affected department shall be provided to that department and efforts shall be undertaken by the department which shall, within reason, be joined in by the Administration in a mutual attempt to effect a reasonable remedy of the difficulties. Indicators of such difficulties and of seriously deficient programs may include appreciable decline in student registration or sustained low productivity in the number of majors or of degrees awarded in the program.

14.3 Procedure

- (i) When the faculty initiates the action, the department involved shall submit its recommendation in advance to the appropriate Faculty Council for consideration at its next regularly scheduled meeting. The Faculty Council shall set forth its position in writing within sixty (60) school days after initial consideration of the written department recommendation. The recommendation of the Faculty Council shall then be submitted to the Provost for consideration who, within thirty (30) school days after receipt of the written recommendation of the Faculty Council, shall submit the Provost's recommendation to the Board of Trustees for final consideration and action.

- (ii) When the Administration initiates the action, the Administration shall first consult with the department(s) involved. The department shall set forth its position in writing within sixty (60) school days after receipt of the written proposal.
 - a. The Administration shall then consult with the Faculty Council(s) of the College(s) involved. The Administration shall provide to the Faculty Council its written proposal and the written position received from the department. Oral presentations may be made to the Faculty Council. The Faculty Council shall set forth its position in writing within sixty (60) school days after receipt of the written proposal.
 - b. For good cause shown, the body involved may request a reasonable extension of time which the President shall not unreasonably deny. If either the department or the Faculty Council or fails to comply with the foregoing time limitations or such extensions as may be granted in writing, the Administration shall proceed to the next level of consultation.
 - c. The position papers of the appropriate academic bodies shall enjoy equal rights of presentation before the appropriate committee of the Board of Trustees as those of the Administration. If the Administration presents its position to the committee solely in writing, the faculty shall present its position in like manner. If the Administration's position to the committee is augmented by oral argument, the same courtesy shall be extended to the faculty.
 - d. The decision of the Board of Trustees shall be final.

Chapter 15: Retention of Employment

15.1 Reduction of Faculty

If the number of faculty members is to be reduced as the result of an action taken pursuant to Chapter 14 of this Handbook, it shall be on the following basis:

- a. Reduction shall first take place among administrators who are teaching, then among non-unit laboratory personnel, then among adjunct faculty members, then among non-tenured faculty members in the department affected. The controlling factor in these reductions is worth, which shall be defined as teaching effectiveness, professional achievement and service to the department and/or the University.
- b. Reduction shall then take place among tenured faculty members in the department affected and shall be on the basis of seniority except where (i) the senior faculty members are not qualified to teach the course offerings; (ii) the less senior faculty member must be retained in order to preserve the program; or (iii) in rare and exceptional circumstances, worth.

15.2 Reassignment of Faculty Members

- a. Prior to the termination of any tenured faculty member, an effort shall be made to place the faculty member first in another department of the college of which the faculty member is a member and then in another college of the University (other than the School of Law) provided that the faculty member can be assigned courses which he/she is academically qualified to teach in another department and/or another college and provided that no tenured faculty member in the other department and/or college shall be terminated as a result thereof. Tenured faculty members being reassigned shall be given preference over non-tenured members of a department if their qualifications are equal or superior.
- b. The method of implementing the reassignment of a tenured faculty member under this paragraph shall be as follows:
 - (i) Within the times specified for in Article 8 of the University Statutes, the Administration shall give termination notice to the faculty member and ask if the faculty member desires the University to try to reassign him/her.
 - (ii) Within seven (7) school days after receipt of the termination notice, the faculty member shall advise the Provost if a reassignment is requested and if it is, the faculty member shall set forth his/her educational background and select the department(s) where the she/he feels qualified to teach and can make a

worthwhile contribution within the University. Within seven (7) school days, the Provost shall transmit the request to the Dean of the college to which the faculty member requests assignment.

- (iii) Within two (2) weeks after receipt of the transmittal, the Dean shall convene a meeting of the College Personnel Committee. Prior to the meeting, the members of the College Personnel Committee shall consult with the members of the selected department where assignment is sought to ascertain whether the incoming faculty member is qualified in that discipline. The College Personnel Committee shall then schedule a hearing within two (2) weeks after its initial meeting. At the hearing a representative of the subject department, who shall ordinarily be the Chairperson of the department, may attend as a consultant, without vote. If a member of the College Personnel Committee is also a member of the department where assignment is sought, the member of the College Personnel Committee shall not vote on the assignment. If the majority of the incoming department supports the faculty member's qualifications and the College Personnel Committee, by a majority vote, approves the faculty member's assignment, the decision shall be transmitted to the President for final review and action by the Board of Trustees. If the majority of the incoming department rejects the faculty member's qualifications and the College Personnel Committee, by a majority vote, approves the faculty member's assignment, the matter shall be submitted to the University Personnel Committee.
- (iv) If the Personnel Committee of the incoming college, by a majority vote, disapproves assignment of the incoming faculty member, the request shall, within two (2) weeks, be submitted to the University Personnel Committee for review and decision. If the assignment is again disapproved by a majority vote, the rejection shall be deemed final.
- (v) If the University Personnel Committee, by a majority vote, affirms the assignment of the faculty member, the issue of assignment shall be submitted, within two (2) weeks, to the President for transmittal to the Board of Trustees for final review and action.

15.3 Reinstatement of Faculty Members

Should the program or position which is being reduced or eliminated be reactivated, the faculty member or members whose services have been terminated pursuant to this Article shall be reinstated, if they so desire, on the basis of seniority. Reasonable notice of such reinstatement shall be given to the faculty members whose services were terminated pursuant to this Article.

15.4 Seniority

- a. Seniority of a faculty member is based on the date the faculty member commenced continuous full-time employment in his/her department at the University. In the case of a division or multi-disciplinary department, seniority will be within a faculty member's particular discipline. Seniority acquired during academic appointment shall remain in effect and continue during any period of time such faculty member, while retaining faculty status, assumes an administrative position at the University and be credited in full if the faculty member thereafter returns to faculty status. Conflicts of seniority among faculty members with the same commencement date of full-time employment in the department shall be resolved by earlier dates of full-time employment at the University, part-time employment at the University or date of letter of appointment to the University, in that order.
- b. A faculty member whose employment is interrupted by military service in order to fulfill a military obligation and who returns to the University immediately after separation from military service, shall be deemed to have continuous employment with the University. Such faculty member's time in military service shall be applied as part of the faculty member's seniority.
- c. A faculty member who resigns from the University and subsequently is reemployed by the University shall not be deemed to have continuous employment. Such faculty member shall measure seniority from the date of reemployment.
- d. When an individual is originally employed by the University as an administrator with academic status, but the individual's duties are solely administrative, the individual's time and service in the administrative capacity shall not be measured as seniority.
- e. The time and service of any administrator with academic status employed prior to July 1, 1970, shall be measured and applied as seniority and shall continue to be measured and applied.

15.5 Notice

Written notice of termination of employment for the reasons set forth in Chapter 14 of this Handbook shall be given to non-tenured faculty members in accordance with the standards of notice for non-reappointment set forth in paragraph 8.04 of the University Statutes. Tenured faculty members shall receive no less than twelve months' written notice. At the option of the University, contract salary may be paid in lieu of such notice.

APPENDIX A
Chairperson Stipend Schedule

- A. Each Chairperson shall receive a minimum stipend of \$10,000 per academic year.
- B. In addition, for each of the following factors, the minimum stipend shall be increased by \$900:
- (1) There are 10 or more full-time faculty members or their equivalent (equated by hours) in part-time faculty.
 - (2) There are 25 or more full-time faculty members or their equivalent (equated by hours) in part-time faculty.
 - (3) There are 30 or more full-time faculty members or their equivalent (equated by hours) in part-time faculty.
 - (4) There are 40 or more full-time faculty members or their equivalent (equated by hours) in part-time faculty.
 - (5) There are 50 or more full-time faculty members or their equivalent (equated by hours) in part-time faculty.
 - (6) There are 60 or more full-time faculty members or their equivalent (equated by hours) in part-time faculty.
 - (7) The department offers a master's or first professional degree program (e.g., Pharm.D. or Au.D.).
 - (8) The department offers a doctoral program leading to the Ph.D., Ed.D. or DPS degrees.
 - (9) The department has a minimum of 7,000 undergraduate credit hours for the academic year, which shall be calculated by doubling the credit hours for the fall semester.
 - (10) The department has a minimum of 9,000 undergraduate credit hours for the academic year, which shall be calculated by doubling the credit hours for the fall semester.
 - (11) The department has a minimum of 1,000 graduate credit hours for the academic year, which shall be calculated by doubling the credit hours for the fall semester.

- (12) Departments in the College of Pharmacy and Health Sciences which offer laboratory courses and the Departments of Biological Sciences, Chemistry, Communication Sciences and Disorders and Physics of St. John's College, which also offer laboratory and clinic-based courses.

In accordance with this formula, the annual stipend of any Chairperson (exclusive of summer sessions Chairperson stipend) shall not exceed \$18,000.

- C. Each Chairperson is eligible for a summer stipend of \$3,000 if a new Chairperson has been appointed for the upcoming Academic Year. The outgoing chairperson shall receive 1,500 and the incoming Chairperson shall receive \$1,500 with the understanding that the outgoing Chairperson will mentor the incoming Chairperson during the summer months.

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APPENDIX B

Clarifications

Administration or University

“Administration” or “University” refers to the Board of Trustees of the University and those Administrators as defined in Article II of the Statutes of the University.

College and School

“College” and “school” shall be synonymous and shall refer to the various units of educational instruction which comprise the University.

Department and Division

“Department” and “Division” shall be synonymous with and shall refer to the various units of educational instruction which comprise the schools and colleges of the University.

Determination of Seniority

A faculty member’s seniority is defined in Section 15.4 of this Handbook.