

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BENJAMIN BISHOP,	:	CIVIL ACTION
	:	
PLAINTIFF	:	
	:	NO. _____ OF 2022
VS.	:	
	:	
UNIVERSITY OF SCRANTON,	:	
UNIVERSITY OF SCRANTON	:	
FACULTY AFFAIRS COUNCIL	:	
and JEFFREY GINGERICH,	:	
	:	JURY TRIAL DEMANDED
DEFENDANTS	:	

**COMPLAINT**

The Plaintiff, BENJAMIN BISHOP, by and through his attorneys, FRANKLIN E. KEPNER, JR., ESQUIRE, FRANKLIN E. KEPNER III, ESQUIRE and KEPNER, KEPNER & CORBA, P.C., hereby complains of the Defendants as follows:

1. This is an action at law to redress the deprivation of a right, privilege, or immunity secured to the Plaintiff by the First and Fourteenth Amendments to the Constitution of the United States.

2. Jurisdiction of this Court is invoked under 28 U.S.C. Section 1331 and 1343, this being an action authorized by law to redress the deprivation of a right,

privilege and immunity secured to the Plaintiff by the Constitution of the United States.

3. The amount in controversy exceeds SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS, exclusive of interest and costs.

4. All actions complained of herein have taken place within the jurisdiction of the United States District for the Middle District of Pennsylvania, and all actions involve the Plaintiff and Defendants who resided within the jurisdiction at the time referenced in the complaint.

5. During all times germane hereto, the Plaintiff, Benjamin Bishop, was a citizen of the United States of America. The Plaintiff resides at 1026 Ridge Road, Orangeville, Columbia County, Pennsylvania.

6. The Defendant University of Scranton (the "University") is a university located at 800 Linden Street, Scranton, Lackawanna County, Pennsylvania.

7. The Defendant University of Scranton Faculty Affairs Council is located at 800 Linden Street, Scranton, Lackawanna County, Pennsylvania and can be served at that address.

8. The Defendant, Jeffrey Gingerich, who works at and can be served at the Office of Administration Building 202, P.O. Box A, Saint Bonaventure, New York 14778.

9. At all times germane hereto, the Plaintiff was a tenured full professor at the University of Scranton.

10. All parties were bound by the provisions of the faculty handbook of the University of Scranton dated May 24, 2021.

11. Pursuant to the terms and conditions of the aforementioned contract the Plaintiff could only be terminated by the Defendant for financial exigency, discontinuance of a program, national emergency, major catastrophe, or dismissal for adequate cause.

12. Adequate cause for dismissal relates directly and substantially to the fitness of a faculty member in the faculty member's professional capacity as a teacher and researcher. The contract specifically provides that dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights as American citizens. A copy of the handbook is attached hereto and made a part hereof and marked Exhibit "A."

13. The Defendant violated the contract between the Plaintiff and Defendant by terminating the Plaintiff from the University on or about May 10,

2022, ostensibly for refusing to disclose his COVID-19 vaccination status. A copy of the letter which the Plaintiff received terminating his employment is attached hereto and made a part hereof and marked Exhibit “B.”

14. At all times germane hereto, the Plaintiff was fully vaccinated but did not believe that it was the Defendant’s right to compel him to disclose his vaccination status. The Plaintiff had ethical concerns about Defendant University of Scranton policies related to COVID-19. However, and all times germane hereto the Plaintiff was fully vaccinated. A copy of the Plaintiff’s vaccination card is attached hereto and made a part hereof and marked Exhibit “C.”

**COUNT I**  
**COMPULSION OF POLITICAL SPEECH**  
**(against University of Scranton)**

15. The Plaintiff incorporates by reference all averments set forth in paragraphs one (1) through fourteen (14) above as if set forth at length herein.

16. This civil action arises out of the Defendant’s flagrant disregard for the constitutional rights of American citizens in its attempt to compel vaccinations. Through the actions of Defendant and other non-party individuals and entities, vaccines have been politicized to a point where receiving or declining a vaccine has become a political act in the eyes of the public, and being compelled into

discussing one's vaccine status is compelling that person to engage in political speech.

17. By forcing its employees to disclose their vaccine status, University of Scranton is acting as a state actor when compelling political speech in violation of the First Amendment to the United States Constitution.

18. The First Amendment to the U.S. Constitution enshrines the right to free speech for all American citizens.

19. The U.S. Supreme Court has long held that the right to free speech protects against state actors compelling others to express speech, or act in a manner that is fundamentally political in nature.

20. The U.S. Supreme Court has long held that a private entity can become so involved with or encouraged by the state that its conduct is held to be the equal of state action – with a purported private entity standing in the shoes of the state to enforce the state's will.

21. University of Scranton became a state actor after following the deep and continuous encouragement of various U.S. agencies, including the President of the United States, the CDC, the FDA and the EEOC.

22. Alternatively, University of Scranton became a state actor after following the deep and continuous encouragement of Pennsylvania state officials encouraging private employers to require vaccination.

23. Alternatively, University of Scranton became a state actor after demanding to know the vaccination status of faculty and staff members at the University.

24. The determination of whether an act or a statement is “political” in nature is wholly dependent on how society at large views such act or statement.

25. Because of such dependence, what a society defines as “political” changes as collective mores and sensitivities shift. Therefore, the list of acts and statements society considers “political” is not cast in stone, but ever-changing during the lifespan of the Republic.

26. It is entirely possible, for example, that a previously considered “political act” or “political statement”, over time, to lose that political meaning. Conversely, it is also possible for a previously apolitical act or statement to become controversial enough, and partisan enough, to acquire a previously unconsidered political meaning.

27. Disclosing one’s status as not vaccinated against COVID-19 has become politicized in such a way that the expressing of one’s opposition has

acquired a political meaning: bringing public derision down upon the individual or, in fewer instances, garnering public acclaim for the individual, largely depending on the political beliefs of the public toward coerced governmental action against its citizens.

28. The above-mentioned fact can be proven objectively by showing the correlation between COVID-19 vaccine hesitancy and political party affiliation, and subjectively by showing political commentary acknowledging the partisan nature of the act of vaccination and attitude toward forced vaccination.

29. Because of its intensely toxic political nature, disclosing one's COVID-19 vaccination status holds the intent, weight, and social effect of partisan political speech, and should be treated as such by this Honorable Court.

**COUNT II**  
**VIOLATION OF THE RIGHTS TO PRIVACY AND BODY AUTONOMY**  
**FOUND IN THE FOURTEENTH AMENDMENT TO THE UNITED**  
**STATES CONSTITUTION**  
**(against University of Scranton)**

30. The Plaintiff incorporates by reference all averments set forth in paragraphs one (1) through twenty-nine (29) above as if set forth at length herein.

31. The United States Supreme Court has long recognized a right to privacy and body autonomy written into the Fourteenth Amendment to the U.S. Constitution.

32. As a state actor, University of Scranton has a constitutional duty to not violate Plaintiff's rights to privacy and body autonomy.

33. By compelling employees to vaccinate under the threat of dismissal, University of Scranton violated the Fourteenth Amendment rights of Plaintiff.

**COUNT III**  
**WRONGFUL DISMISSAL IN VIOLATION OF PENNSYLVANIA**  
**PUBLIC POLICY**  
**(against University of Scranton)**

34. The Plaintiff incorporates by reference all averments set forth in paragraphs one (1) through thirty-three (33) above as if set forth at length herein.

35. Pennsylvania law allows for courts to grant equitable and monetary relief when an employee's dismissal violates public policy.

36. University of Scranton's arbitrary and discriminatory behavior has caused great psychological and monetary harm to Plaintiff in a manner that clearly violates public policy through disregard of Pennsylvania religious freedom law and compulsion of political speech.

**COUNT IV**  
**BREACH OF CONTRACT**  
**(against University of Scranton)**

37. The Plaintiff incorporates by reference all averments set forth in paragraphs one (1) through thirty-six (36) above as if set forth at length herein.



38. As set forth previously, the Plaintiff, a tenured full professor, could only be terminated for “financial exigency, discontinuance of a program, national emergency or major catastrophe or dismissal for adequate cause.”

39. The University breached the agreement between the Plaintiff and the University, because the Plaintiff was terminated ostensibly for refusing to disclose his vaccination status which is not dismissal for adequate cause. While Jeffrey Gingerich stated at the termination hearing that the Plaintiff was being terminated because of a violation of Section 5.4L of the Faculty Handbook, which states that the general responsibilities of full-time faculty members require “[m]aintenance of a high standard of conduct, integrity, trust, and professionalism when dealing with students, other faculty, staff, administrators, and the public; ...” the handbook does not indicate that this requirement is cause for termination. Moreover, no evidence was presented at the termination hearing that the Plaintiff violated this particular section, especially because no medical evidence in regard to COVID-19 was presented at the termination hearing.

40. Section 26.6 of the Faculty Handbook specifically provides that “[a]dequate cause for a dismissal will be related, directly and substantially, to the fitness of the faculty member in the member’s professional capacity as a teacher

and researcher. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights as American citizens.”

41. The University breached its agreement with the Plaintiff, because the Plaintiff was dismissed for reasons which were not related, directly and substantially, to the fitness of the Plaintiff in his professional capacity as a teacher and researcher.

42. Moreover, the University breached its agreement with the Plaintiff, because the Plaintiff’s dismissal occurred because of his exercise of his rights as an American citizen as allowed by the faculty handbook. (See Exhibit A section 26.6)

43. The Plaintiff has the right and a professional responsibility to provide to his students the ability to question future employer polices as part of academic freedom, as set forth in the faculty handbook, rather than simply accepting employer mandates. (See Exhibit A section 26.6)

**COUNT V**  
**VIOLATION OF PLAINTIFF’S RIGHTS TO DUE PROCESS**  
**(against University of Scranton)**

44. The Plaintiff incorporates by reference all averments set forth in paragraphs one (1) through forty-three (43) above as if set forth at length herein.

45. The faculty handbook which forms the contract between the Plaintiff and the University specifically provides that the University must follow due process before terminating tenured full professors such as the Plaintiff.

46. The University violated the Plaintiff's rights to due process because the Plaintiff was not allowed to be present at the hearing when his termination was considered. Additionally, the Plaintiff was not allowed to call witnesses or cross-examine witnesses on his behalf and was not allowed to present evidence at the proceeding. Moreover, the University failed to meet its burden of proving that the Plaintiff had done anything which would justify his termination. (See Exhibit "A" (IV K)).

47. No witnesses were called to establish that the Plaintiff had done anything wrong. No witnesses were sworn in and no evidence was presented that the Plaintiff was guilty of any wrongdoing. Rather, Provost Gingerich ran the meeting and presented unsworn testimony as to what he believed the Plaintiff was guilty of to justify his termination. (See Exhibit A (IV M and IV N)).

**COUNT VI**  
**VIOLATION OF THE PLAINTIFF'S RIGHTS TO BE FREE FROM**  
**SELECTIVE ENFORCEMENT**  
**(against University of Scranton)**

48. The Plaintiff incorporates by reference all averments set forth in paragraphs one (1) through forty-seven (47) above as if set forth at length herein.

49. The Plaintiff was terminated from his employment ostensibly for refusing to disclose his vaccination status even though he was fully vaccinated and refusing to abandon his challenge to the university policy. The Defendant, University would only allow the Plaintiff to exercise his constitutional and contractual rights if he abandoned his challenge to the university's policy. (See Exhibit "D").

50. While the Plaintiff was terminated from his employment for violating the Royals Back Together plan (hereinafter RBT) by failure to disclose his vaccination status, the Defendant allowed the Provost of the University, faculty members and visitors to the University to violate the RBT plan in regards to masking by walking through the university campus without even requiring masks and without knowing vaccination status. See Exhibit "E" and "F" and email by Jeffrey Gingerich where he admits he violated the university's policy.

51. As such, the Defendant selectively enforced its COVID-19 policies in violation of the Plaintiff's rights under the United States Constitution.

**COUNT VII**  
**DEFAMATION**  
**(against University of Scranton and Gingerich)**

52. The Plaintiff incorporates by reference all averments set forth in paragraphs one (1) through fifty-one (51) above as if set forth at length herein.

53. The Defendant, University criticized the Plaintiff and stated that the Plaintiff was acting improperly by refusing to disclose his vaccination status.

54. The Defendant, Provost stated that the Plaintiff was a danger to the health and safety of the campus both before and after Plaintiff's termination hearing.

55. The Defendant's employees implied that the Plaintiff was guilty of criminal conduct by failing to disclose his vaccination status.

56. The Defendants actions subjected the Plaintiff to ridicule and blackened his character.

**COUNT VIII**  
**BREACH OF DUTY OF FAIR REPRESENTATION**  
**(against University of Scranton Faculty Affairs Council)**

57. The Plaintiff incorporates by reference all averments set forth in paragraphs one (1) through fifty-six (56) above as if set forth at length herein.

58. At all times germane hereto the Plaintiff was a member of the Defendant's bargaining unit.

59. However, the Defendant's Faculty Affairs Council did not fairly and adequately represent the Plaintiff in the termination proceedings against him.

60. A labor union such as the Defendant has the statutory duty to represent all members of the employee bargaining unity fairly.

61. Because the Defendant's bargaining unit did not fairly represent the Plaintiff in his termination proceedings, the Defendant violated or breached its duty of fair representation.

62. The Defendant violated its duty of fair representation because its actions were arbitrary, discriminatory and were in bad faith.

63. The Defendant's behavior was not reasonable.

64. The Defendant failed to prosecute the Plaintiff's grievances properly and breached its duty of fair representation. As a result, the Plaintiff was improperly terminated from his position at the University of Scranton and suffered monetary damages as well as damage to his reputation.

65. At various times during the disciplinary action against the Plaintiff, he requested to be able to confer privately with a faculty representative. However, Stacy Muir on behalf of the Scranton Faculty Affairs Council opposed the Plaintiff's request even though the university would have allowed the Plaintiff to confer with a faculty representative. Moreover, FAC officers refused to allow the Plaintiff to speak with his delegate during a remote hearing.

66. The FAC did not support the Plaintiff's position in any of his grievances. The FAC allowed the University to hold all tenure review meetings on

campus so that the Plaintiff could not attend. The FAC allowed the administration to exclude the Plaintiff from his own dismissal hearing.

67. A member of the FAC had a gross conflict of interest because he lobbied to place a close friend in the Plaintiff's teaching position which jeopardized his ability to properly aid the Plaintiff. See Exhibit "G" where he admits to helping a friend get a job.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter Judgment in his favor and against Defendant and award Plaintiff the following relief:

- a. Award Plaintiff compensatory damages for his losses caused by University of Scranton's activities and employment back, if Plaintiff so desires;
- b. Award Plaintiff his costs and counsel fees; and,
- c. Award any additional and further relief the Court deems appropriate.



KEPNER, KEPNER & CORBA, P.C.

/s/ Franklin E. Kepner, Jr.

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# Exhibit “A”

# **FACULTY HANDBOOK**

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## **1.0 Administrators of the University**

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

### **1.1 Faculty Status of Administrators and Professional Staff Members**

Appropriate administrators and professional staff members may, at the time of hiring, be awarded faculty status by the President (in consultation with the appropriate department and the Board on Rank and Tenure for the rank of full professor; with the department alone for the lesser ranks) provided said administrator or professional staff member meets the qualifications as set forth in this handbook for the rank awarded.

### **1.2 Tenure for Incoming President and Current or Incoming Academic Administrators**

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

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

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

### **1.3 The President**

The President is the chief executive of the University.

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

### **1.4 Provost/Senior Vice President for Academic Affairs**

The Provost/SVPAA is the chief academic officer of the University and serves as senior vice president. In the President's absence, the Provost/SVPAA chairs the Administrators' Conference. In the appointment of a person to this position, or to the position of Associate Provost, the

President is assisted by a search committee. (See Appendix V.)

- A. As chief academic officer of the University, the Provost/SVPAA is subordinate only to the President in the management of academic matters and is aided in the discharge of duties of the Provost/SVPAA by other academic administrators such as deans and directors, who report as directed to the Provost/SVPAA on the implementation of the programs and policies delegated to them.
- B. Some of the tasks performed by the Provost/SVPAA with respect to this administrative position are to coordinate the efforts of the various academic units of the University; to approve and supervise budgets for all academic purposes as determined by the President; to establish with the aid of the University Governance Council the University calendar; to make final representation to the President on appointments of new faculty; to appoint departmental chairpersons in accordance with the procedures set forth below; to oversee the deans of the several colleges and schools, the Assistant and/or Associate Provosts; to review for final approval, in consultation with the deans, teaching schedules and course offerings. The Provost/SVPAA is the nonvoting chairperson of the Board on Rank and Tenure and, in this position, has the final authority properly to engage the faculty.
- C. The Provost/SVPAA will have ultimate responsibility, after consulting with the Provost's Committee on Academic Policy and Compliance (PCAPC), the University Governance Council and Faculty Senate, and other appropriate bodies, for curriculum requirements, e.g., the allotment of credits to the major, cognate or general education areas; and the distribution of credits in the general education area of the curriculum.
- D. The associate provosts have authority and responsibilities as delegated by the Provost/SVPAA.

### **1.5 Academic Deans and Associate Deans**

- A. Deans and Associate Deans of Schools and Colleges
  - 1. With respect to students in a given college or school, the Dean of the college or school is ultimately responsible for the academic advising process.
  - 2. With respect to courses offered in a given unit, the Dean of that unit must supervise, in consultation with the appropriate chairperson, the progress of approved courses. The Dean, moreover, has primary responsibility for the development and improvement of the programs of study within the school or college. In discharging this responsibility, the Dean is to consult the appropriate department(s) and the Dean's conference. New degree programs will also require the approval of the Provost's Committee on Academic Policy and Compliance (PCAPC) and the Board of Trustees.
  - 3. Each Dean shall make recommendations on all matters of faculty status for faculty who have served or are serving under the Dean's jurisdiction.
  - 4. Each Dean shall make final determinations concerning the academic status of students enrolled in the Dean's college or school.
  - 5. Each Dean shall supervise the preparation of the annual budgets covering the program

and personnel costs of the departments and other units in the Dean's college, and will prepare the aggregate budget of the school or college.

6. The associate deans have authority and responsibilities as delegated by the Dean of the school or college.
7. Deans shall be appointed by the President of the University with the concurrence of the Board of Trustees. When a vacancy in the position of Dean or associate dean exists, the President will be assisted in filling the vacancy by a Search Committee. (See Appendix V.)

#### B. Dean of the Weinberg Memorial Library

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

### **2.0 Faculty Bargaining Unit**

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

#### **2.1 FAC Executive Committee**

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

### **3.0 Departments**

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

### **4.0 Department Chairpersons**

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

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

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

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

### **4.1 Appointment of the Chair**

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

- A. All tenured faculty members shall be eligible to serve as chairperson. At the appropriate time, the Provost/SVPAA will solicit nominations from the department for the position of chairperson.
- B. All full-time tenured and tenure-track members of a department, as well as Faculty Specialists who have completed five consecutive years of service, shall be eligible to vote for the departmental chairperson.
- C. In March of the appropriate year, the Provost/SVPAA shall send to each member of the department a list of those eligible and willing to serve as chairperson, and of those eligible to

vote for chairperson, and a ballot on which each eligible voter is to mark down the voter's choice for the position. These ballots are to be filled out and returned to the Provost/SVPAA within ten calendar days.

- D. The Provost/SVPAA shall tally the ballots and determine the department's choice. If no candidate receives a majority vote, the two top vote-getters (or more in the case of ties) will compete in a runoff election until a majority candidate is chosen. The Provost/SVPAA will then appoint the department's choice.
- E. If the department is deadlocked, the Provost/SVPAA and the appropriate Dean(s) will consult with each other and then with the voting members of the department to resolve the issue. If no agreement can be reached, then the Provost/SVPAA will decide on a one-year appointment after informing the chairpersons of FAC and FPC.
- F. Should the need arise for an acting chairperson, the Provost/SVPAA will attempt to select a candidate in accordance with the above procedure, but may act unilaterally in the appointment of an acting chairperson for a term not to exceed one academic year.
- G. Any deviation from the above policy and procedures needs the consensus approval of the chairpersons of both FAC and FPC.

#### **4.2 Term of the Chairperson**

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

#### **4.3 Termination of the Appointment as Chairperson**

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

#### **4.4 Duties of the Chairperson**

The duties of the chairperson include the following:

- A. Organizing the department to achieve specific objectives that relate to the general goals of the University;
- B. Planning for curriculum development and staffing needs;
- C. Approving and recommending to the dean, after consultation with the individual faculty member, a teaching schedule for each member of the department;
- D. Conveying the department's recommendations on course and curricular proposals to the appropriate body, according to the current curriculum review process agreed to by the Faculty Senate and the Provost/SVPAA;

- E. Supervising the instructional program and faculty development within the department;
- F. Developing with the assistance of department members, departmental policies and procedures, notification of which should be forwarded to the academic deans and the Provost/SVPAA before being implemented;
- G. Communicating with department members (both full- and part-time) through regularly scheduled meetings at least twice a semester, and providing minutes of these meetings to the members, the deans, and the Provost/SVPAA;
- H. Representing the department in meetings called by appropriate administrators and informing the deans and the Provost/SVPAA of the needs of the department;
- I. Making recommendations, after evaluation and proper consultation with the department, for faculty appointments, reappointments, tenure, and promotion. (See sections dealing with rank and tenure and Appendix VII);
- J. Organizing and supervising academic advising within the department;
- K. Preparing the departmental budget request and overseeing the approved budget;
- L. Preparing and submitting annually to the appropriate Dean and the Provost/SVPAA a report of the state of the department.

#### **4.5 Rubric and Schedule for the Determination of Chairperson Compensation**

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

- A. Determination of Departmental Level. To determine the departmental chair compensation scale, departments are divided into levels based upon a score calculated for each department, utilizing a formula incorporating the five variables described below. The score is meant to quantify chair workload. The score for each department will be recalculated every three years by a FAC/FPC subcommittee drawn from the negotiating teams, based upon data from the three years of the expiring contract. The number of different levels into which departments are divided, based upon the range and distribution of departmental scores, will be determined upon evaluation of the data at the time of contract renewal.
- B. Score Formula Variables. Variables of the formula include: 1) total number of sections of courses delivered by a department (*Sections*; see *E.1* below); 2) the number of students who are pursuing a major within a department (*Majors*; see *E.2* below); 3) the number of academic programs within a department (*Programs*; see *E.3* below); 4) the departmental budget, calculated from specific 700 and 800 budget lines (*Resource Management*; see *E.4* below); and 5) *Additional Responsibilities* (see *E.5* below).
- C. Scaling of Score Formula Variables. With the exception of the *Additional Responsibilities* variable, which is assigned a value of 0 or 5 for each year of the expiring contract (see *E.5*

below), departmental values for each variable are scaled on a 0-10 scale, without rounding, by dividing each department's total, as determined by each rubric (*Section E*), by the greatest departmental total for each rubric, then multiplying each quotient by 10.

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

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

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

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

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

"SCBCRS\_DEPT\_CODE", which shows the courses scheduled by each department chair.

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

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

For each major associated with a department, the number of students in the major are totaled. Each year's total includes all cohorts (i.e., freshman, sophomores, etc.). Both undergraduate and graduate programs are counted, as are majors in online programs. (Through the end of the 2014-15 academic year, BISK program students are not counted, as BISK students were not managed by the department chair.) The total number of majors for each of the three years of the expiring contract are summed to arrive at a grand total.



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

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

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

3. *Programs* Variable. The *Programs* variable is designed to reflect the number of programs for which a department is responsible. Data for the *Programs* variable is the same data from which the *Majors* variable is determined. The following rules are used in determining the total number of programs:

- only programs that have at least seven (7) majors (across all cohorts) in a given academic year are counted as a program;
- undergraduate and graduate programs are counted separately;
- interdisciplinary programs are split between departments (i.e., for a program split between two departments, each department would get credit of 0.5 for that program), the split is the same as that described in the table in Section E.2 above; and
- a program that has no Program Director is counted twice;

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

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

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

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

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

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

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

#### **4.6 Chairperson of the Department of Faculty Librarians**

The duties of the chairperson of the Department of Faculty Librarians are the same as those listed in 4.4 above, except that sections 4.4.F, 4.4.J, and 4.4.K do not apply. Duties unique to the chairperson of the Department of Faculty Librarians are:

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

#### **5.0 Full-Time Faculty**

The full-time faculty of the University consists of those who hold full-time faculty contracts and who have been appointed to one of the six academic ranks which, in ascending order, are as follows: faculty specialist, lecturer, instructor, assistant professor, associate professor, and professor. These ranks are described in sections 6.0, 5.1, 20.1, 20.2, 20.3 and 20.4 of this document.

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

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

The scope of lecturers' voting rights with respect to departmental matters, including curricular matters, will be determined and recommended by the department faculty and

chairperson, and approved by the relevant dean. Lecturers will, in no case, have the right to vote on faculty personnel decisions or participate in reappointment or rank and tenure review of full-time faculty.

During the second and fourth semesters of a lecturer's appointment, the lecturer's department will complete and send to the appropriate dean(s) a written evaluation of the lecturer's teaching. This evaluation may also touch upon the lecturer's scholarship and service, if relevant, but an evaluation of teaching alone is sufficient. The evaluation letter is due on November 1, if the evaluation occurs in the fall semester, or on April 1, if the evaluation occurs in the spring semester. It is at discretion of the lecturer to choose to submit a self-report no later than two weeks before the deadline for the department's evaluation, but this self-report is not required. If the lecturer chooses to submit a self-report, the lecturer will be evaluated by the tenured members of the department as a group.

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

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

According to the same deadlines, the department will provide a copy of its evaluation to the lecturer, who will have the right to submit a response to the evaluation to the appropriate dean(s) within two weeks. All materials will be sent by the dean(s) to the Provost/SVPAA for review and inclusion in the lecturer's permanent evaluation file. If the lecturer subsequently applies for another faculty position at the University, such evaluations will be made available to the members of that position's search committee.

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

An appointment as a Visiting Associate or Visiting Full Professor may ordinarily be made for

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

## **5.2 Proper Use of Faculty Status**

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

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

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

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

## **5.3 Academic Freedom**

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

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

"Teaching" refers to the activity in which faculty members discuss their subject matter with

the intention of fostering learning. “Teaching” is not limited to the normal teaching loads described in Sections 5.5 and 6.0.C, nor is it limited to instructional activities that take place within the four walls of a traditional classroom. “Teaching” includes, but is not limited to, the instructional activities that take place when faculty members engage in classroom instruction, distance-learning courses, student conferences, academic presentations to colleagues or students, clinical instruction, supervision of internships, service learning experiences, and civic engagement activities.

#### **5.4 General Responsibilities of Full-Time Faculty Members**

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

- A. Satisfactory fulfillment of teaching/librarianship duties and other assigned responsibilities;
- B. Observance of promulgated academic regulations concerning class attendance, cancellation of classes, examinations, and grades;
- C. Preparation, proctoring, and grading of student examinations; direction, reading, and evaluation of student papers, reports, theses, and dissertations where such are part of departmental programs;
- D. The regular academic advising and guidance of students. Each faculty member is expected to maintain scheduled on-campus office hours and be familiar with academic regulations and the curriculum of the faculty member’s department. On-campus office hours, which are to be distinct from actual teaching hours, shall be subject to the approval of the chairperson and Dean and shall be posted on the office door of the faculty member. Three hours a week, allocated on at least two different days, will be considered the minimum requirement for office hours. Online office hours may be held during on-campus office hours or in addition to on-campus office hours;
- E. Involvement in the development and improvement of the academic program and curriculum of the department;
- F. Participation in the University’s assessment efforts, particularly as they relate to regional or national accreditation requirements;
- G. Involvement in scholarly research with a view to publication;
- H. Participation in learned societies and educational organizations and in community service;
- I. Participation in University and department faculty meetings and in committee work;
- J. Preparation of course syllabi that include student learning outcomes for the course, current copies of which are to be submitted to the department and distributed to students;
- K. Cooperation with the chairperson and deans in enforcing academic regulations;
- L. Maintenance of a high standard of conduct, integrity, trust, and professionalism when dealing with students, other faculty, staff, administrators, and the public;

- M. Compliance with all federally mandated policies, such as the Affirmative Action Plan and the Drug-Free Workplace Policy. Such policies are available in the Office of Human Resources.

### **5.5 Normal Teaching Load**

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

- A. The normal teaching load for full-time faculty for the Fall and Spring semesters will be twenty-one credit hours (twenty-four credit hours for faculty specialists), with no more than twelve credit hours per semester. In the College of Arts and Sciences and the Kania School of Management, alternate distributions of the normal teaching load for the academic year must have the agreement of the faculty member and the concurrence of FAC. Such alternate distributions cannot exceed one course per semester. FPC will inform FAC of any variances of section 5.5.A that occur within the Panuska College of Professional Studies.
- B. Supervision of labs, practicums, student teaching, and equivalent fieldwork shall be equivalent to a determinate number of credit hours. The precise formula and rationale shall be stated in a written agreement between the Provost/SVPAA and the appropriate department. A copy of these written agreements shall be provided to the officers of FAC.

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

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

### **5.6 Reduction in Normal Teaching Load**

An exception to the normal teaching load can be granted by the administration for the following reasons:

- A. completing quasi-administrative assignments,
- B. approved leaves,
- C. grants or contracts that reimburse the University for released teaching time,
- D. scholarship and research projects,
- E. experimental or graduate classes,

- F. the number of student credit hours taught by the individual faculty member,
- G. advising workload relief, or
- H. any other factor pertinent to curriculum needs, faculty development, or financial feasibility.

Ordinarily, a faculty member who receives a reduction in normal teaching load may not carry an overload. All reductions in normal teaching load will be reported by the dean to the relevant department chairperson(s) to facilitate the composition of the master schedule. If a faculty member's application for a reduction in teaching load is denied, the dean must provide to the faculty member, upon request and in writing, the reason(s) for the denial.

### **5.7 Overload Teaching**

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

For programmatic reasons, faculty teaching in certain online programs with irregular semesters (Online MBA and Online HR) may be permitted to carry no more than nine credits over the normal load in any academic year. However, the total overload credits being taught at any point in time during a regular semester is limited to three.

### **5.8 Summer School and Intersession Teaching**

Any full-time faculty member who teaches a graduate or undergraduate course in the summer school or during the intersession will be considered to be teaching in the special session and will be compensated in accordance with the collective bargaining agreement. A faculty member cannot be required to teach in the summer school or in intersession. Those persons holding full-time faculty rank will be given first preference in the assignment of intersession and summer courses. Those holding faculty rank who are not full-time will be given second preference.

### **5.9 Off-Campus Teaching**

Refer to Article 9 in the 2015-2018 Faculty Contract.

### **5.10 Outside Employment**

A full-time faculty contract obligates the faculty member to devote the major portion of the faculty member's energies to meeting faculty responsibilities. Accordingly, a faculty member wishing to engage in outside employment (for example teaching or coaching at other educational institutions or regular or continued employment in a business or professional enterprise) will provide the Provost/SVPAA, in writing, with the non-financial details of the employment. The Provost/SVPAA, after consulting with the appropriate chairperson and Dean, will grant or refuse approval, in writing. If the request is refused, the reasons for the refusal must be given. An approval, once granted, may be renewed annually if the employment is continuing. Upon the



request of FAC, a list of all those who have sought such approval, and the decisions rendered, will be given. During the individual faculty member's annual contract period, employment with institutions in competition with the University constitute an inherent conflict of interest and are not permitted.

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

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

### **5.11 Special Non-Teaching Assignments**

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

### **5.12 Advising Workload Relief**

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

## **6.0 Faculty Specialist**

- A. **Definition and Qualifications:** Faculty Specialists are full-time faculty who have specialized training, knowledge, skills, competencies and experience in a particular field relevant to a departmental or programmatic need. Faculty Specialists must have an advanced degree, professional credentials, licensure or certification, and current professional experience in their respective discipline as determined to be appropriate by the departmental faculty and hiring Dean. Faculty Specialists are expected to maintain requisite clinical competencies and professional credentials.
- B. **Working Titles:** Those who are hired and classified as Faculty Specialist may be titled variously with a prefix (e.g., clinical faculty specialist, accounting faculty specialist, communication faculty specialist) as appropriate to individual programs and specializations, as recommended by the program faculty and department chairperson, and approved by the hiring Dean. The title in no way affects the terms and conditions of employment.
- C. **Responsibilities and Privileges:** Faculty Specialists share with tenured and tenure-track faculty the responsibility for teaching and maintaining integrity to the curriculum. Faculty Specialists will not occupy tenure track positions nor are these positions to replace existing tenure track faculty lines. They are primarily engaged in teaching with a normal full-time teaching load of 24 credits per academic year, with no more than twelve credit hours per

semester. Faculty Specialists are not expected to be significantly involved in scholarship and research with a view to publication; however, they may be required to engage in qualification maintenance activities as mandated by the accreditation standards of their program or department. Qualification maintenance activities may include: continuing professional education; attending professional meetings; serving on professional boards, etc. Faculty Specialists are not eligible for sabbatical leave, and may not serve as departmental chair or program directors.

D. Faculty specialists are expected to be engaged in service, as appropriate, to the University, department, community, and/or professional discipline as determined by the department chair in consultation with the Dean. Their responsibilities include the following items specified in section 5.4 of the *Faculty Handbook*:

1. Satisfactory fulfillment of teaching duties and other assigned responsibilities;
2. Observance of promulgated academic regulations concerning class attendance, cancellation of classes, examinations, and grades;
3. Preparation, proctoring, and grading of student examinations; direction, reading, and evaluation of student papers, reports, theses, and dissertations where such are part of departmental programs;
4. The regular academic advising and guidance of students. Each faculty member is expected to maintain scheduled office hours and be familiar with academic regulations and the curriculum of the faculty member's department. Office hours, which are to be distinct from actual teaching hours, shall be subject to the approval of the chairperson and Dean and shall be posted on the office door of the faculty member. Three hours a week, allocated on at least two different days, will be considered the minimum requirement for office hours;
5. Involvement in the development and improvement of the academic program and curriculum of the department;
6. Participation in the University's assessment efforts, particularly as they relate to regional or national accreditation requirements;
7. Participation in University and department faculty meetings and in committee work;
8. Preparation of course syllabi that include student learning outcomes for the course, current copies of which are to be submitted to the department and distributed to students;
9. Cooperation with the chairperson and deans in enforcing academic regulations;
10. Administration of course evaluations for all courses taught every semester;
11. Maintenance of a high standard of conduct, integrity, trust, and professionalism when dealing with students, other faculty, staff, administrators, and the public;
12. Compliance with all federally mandated policies, such as the Affirmative Action Plan and the Drug-Free Workplace Policy. Such policies are available in the Office of

Human Resources.

- E. Faculty Specialists are members of the collective bargaining unit. The scope of their voting rights with respect to departmental matters, including curricular matters, will be determined and recommended by the department faculty and chairperson, and approved by the relevant dean. They will, in no case, have the right to vote on faculty personnel decisions or participate in reappointment or rank and tenure review of full-time faculty. They will otherwise participate in departmental business and have ordinary faculty privileges (library, parking, professional development, travel funds, etc.). They are eligible for benefits in keeping with the collective bargaining agreement. Faculty Specialists have academic freedom as per Section 5.3 of the *Faculty Handbook*.
- F. Appointment and Review: The purpose of the Faculty Specialist position is to meet specific departmental and programmatic needs. It is not intended to reduce or replace tenure-track lines. The need for Faculty Specialist lines will be determined by the department or program faculty and recommended to the dean by the chairperson. In addition, the Dean may initiate deliberations with a department or program to determine the need for a Faculty Specialist.
1. Requests for Faculty Specialist appointments will originate within individual departments or programs by vote of the departmental/programmatic tenured and tenure-track faculty and will follow the same review and approval process employed when requesting tenure-track appointments. Should the request be approved, the process for identifying and evaluating candidates for initial appointment to a Faculty Specialist position will follow the appropriate procedures as outlined in the Collective Bargaining Agreement. The department's decision will be sent to the hiring Dean. The Dean may make a recommendation for appointment and forward the recommendation, including the candidate's record, to the Provost/SVPAA. Appointment is made by the President, with the recommendation of the Provost/SVPAA.
  2. The initial contract will be for one year, and may be for nine or twelve months. Subject to a successful review per contract period by vote of the departmental/programmatic tenured and tenure-track faculty and a separate evaluation and independent recommendation from the department chair, and also subject to continued departmental or programmatic need, subsequent contracts may be offered, normally for one year. At the Dean's discretion, these subsequent contracts may be up to three years in length.

However, following the completion of five (5) consecutive years of exceptional work, a Faculty Specialist will receive a \$2000 increase to base salary. If the Faculty Specialist is employed under a one-year contract as this five-year period concludes, the faculty specialist will also receive a new two- or three-year appointment, assuming a continued need for the position. Faculty Specialists who complete five consecutive years of service will not be unreasonably denied a two- or three-year contract. Moreover, Faculty Specialists who complete five consecutive years of service will gain the right to participate in their department's election of a chairperson

(see section 4.1.B).

By the last day of a Faculty Specialist's contracted employment, usually May 31 or August 31 of the terminal year of the contract, the Provost/SVPAA will inform the faculty specialist in writing whether the Faculty Specialist's contract will be renewed, and if so, the length of the renewal period.

3. Annual written performance evaluations, and the standards upon which they are based, are prepared by the department chair or program director, and forwarded to the appropriate dean(s). By March 15, the Faculty Specialist's department will complete and send to the appropriate dean(s) a written evaluation of the Faculty Specialist's teaching and service. This evaluation may also touch upon the Faculty Specialist's scholarship, if relevant, but an evaluation of teaching and service alone is sufficient. It is the Faculty Specialist's discretion to choose to submit a self-report no later than two weeks before the deadline for the department's evaluation, but this self-report is not required. If the Faculty Specialist chooses to submit a self-report, the Faculty Specialist will be evaluated by the tenured members of the department as a group.

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

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

According to the same deadlines, the department will provide a copy of its evaluation to the Faculty Specialist, who will have the right to submit a response to the evaluation to the appropriate dean(s) within two weeks.

The Dean shall review all recommendations and responses that have been received by March 15. The Dean's reasons for supporting or not supporting the recommendations of the department shall be stated in writing. The Dean shall forward this statement, along with copies of any written recommendations from other appropriate deans, to the candidate and the chairperson who shall provide tenured members of the

department with access to these recommendations. The Dean shall also forward all recommendations and responses to the Provost/SVPAA for inclusion in the evaluation file.

All materials will be sent by the dean(s) to the Provost/SVPAA for review and inclusion in the Faculty Specialist's permanent evaluation file. If the Faculty Specialist subsequently applies for another faculty position at the University, such evaluations will be made available to the members of that position's search committee.

Faculty Specialists will receive salary increases in accordance with FAC contract guidelines for persons classified as faculty.

4. Faculty Specialist is not a tenure-track position and does not lead to tenure. Faculty Specialists will follow the same policies and procedures related to outside employment as are required for full-time faculty.
  5. Faculty Specialists may apply for available tenure track positions if they are qualified. If hired to a tenure track line, the time as a Faculty Specialist cannot be counted towards tenure.
- G. Annually, during the spring semester, FPC will provide information to FAC on the teaching assignments for every Faculty Specialist employed so that FPC and FAC may review how Faculty Specialists are being used. The University may have no more than 15% of its full-time faculty in Faculty Specialist positions. This percentage may be adjusted as necessary by the mutual agreement of FAC and FPC.

In the unlikely event that reductions in current, full-time faculty employees are required in a department or program, reductions will first occur among those holding Faculty Specialist positions.

## **7.0 Special Ranks**

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

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

## **8.0 Academic Programs**

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

### **8.1 Scheduling Of Courses**

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

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

1. The Registrar guides the Master Scheduling Process (MSP). The Registrar will develop a calendar of MSP events and deadlines, and distribute the calendar, as well as the MSP tool, course data and reports and student data and reports to the deans, department chairpersons, and directors of interdepartmental programs by August 1st. The Registrar will make available to deans, department chairpersons, and directors of interdepartmental programs the data they request (e.g., copies of previous years' course schedules, reports of the number of majors by class, admissions reports, etc.) and other appropriate data they need to accommodate program needs for general education requirements as well as cognate and major requirements of other departments.
2. Each chairperson, in consultation with the department faculty and the directors of all relevant interdepartmental programs, will prepare and submit a preliminary draft of the master schedule to the Registrar's Office by the deadline in the published MSP calendar.

Courses should be offered in accordance with the standard block schedule established by the University. Exceptions to the block schedule must be approved by the Provost's Committee on Academic Policy and Compliance (PCAPC). Exceptions to block scheduling are normally made annually; however, continuing exceptions can be made with the approval of PCAPC at the explicit request of an academic department. Classes within each department should be distributed evenly between the MWF and TR sequences and between the morning and afternoon periods. The Registrar in consultation with the deans and the chairpersons (who will consult with the faculty involved and the directors of all relevant interdepartmental programs) will re-assign classrooms and times when, for example, the number of courses proposed for a given

time period exceeds classroom availability.

3. The respective deans will review the preliminary draft of the master schedule and will suggest recommendations and revisions to the chairpersons by the deadline in the published MSP calendar (within two weeks of receiving the draft from the Registrar). The chairpersons, consulting with their faculty and the directors of all relevant interdepartmental programs, will make proposed adjustments to the master schedule in light of the deans' recommendations and departmental and individual faculty concerns and constraints. The chairpersons will submit the revised draft of the master schedule to the deans for approval.
  4. By the date in the published MSP calendar, always before the end of the fall semester, the Registrar, through the department chairpersons, will provide each faculty member with a copy of the faculty member's tentative course assignments for the coming academic year (summer, fall, intersession, and spring). Additionally, at this time the Registrar will forward a copy of departmental and program master schedules to the relevant department chairs and directors of interdepartmental programs. Within four weeks, faculty members should submit requests for course changes to the chairperson. The chairperson, after consulting with the directors of any relevant interdepartmental programs, will forward the department's requests to the appropriate dean for approval or disapproval. The draft at the end of this stage is the final draft of the master schedule.
  5. Additional corrections may, with sufficient reason, be made up to (but no later than) the deadline for the promulgation of the class schedule. Such proposed corrections should be submitted, with a rationale and after consultation with the appropriate faculty and the directors of any relevant interdepartmental programs, by the chairperson to the dean for approval.
  6. Changes to the master schedule after promulgation will be made by the appropriate dean's office in consultation with department chairpersons, directors of all relevant interdepartmental programs, and affected faculty.
- B. The formulation of course offerings and schedules according to the procedures outlined above should be guided by considerations including, but not necessarily limited to, the following:
1. Student needs and interests;
  2. Curricular and Programmatic requirements, including those mandated by external accrediting agencies;
  3. The appropriate allocation of faculty resources in terms of teaching expertise, professional responsibilities, staffing needs of the various colleges, and equity. When an allocation cannot be made on the basis of these criteria the senior faculty member (in years of service at the University) will be given preference.
  4. Past and projected enrollments.

5. Principles of rational scheduling and institutional resources such as instructional time and classroom space.

- C. Intersession and Summer Sessions. Once a course has been listed as a final offering in any of these sessions, registration has taken place, and the enrollment for the course has reached the minimum number specified in the collective bargaining agreement, it is the responsibility of the offering department to staff the course or to arrange for a suitable replacement. If the enrollment for the course is less than the minimum specified in the collective bargaining agreement, then the administration may cancel the course no later than 14 days prior to the start of the special session. The cancellation can be postponed to a later date, but only if the faculty member waives one's assignment right and places it on a contingent basis.
- D. Changes before the semesters. If, within two weeks of the start of a semester, there is an emergency due to the unforeseen inability of a full-time or part-time faculty member to meet a course commitment, any full-time faculty member who agrees to assume an additional preparation will receive a bonus of one-half overload salary above regular salary for that course and will have the option to exclude a mandatory course evaluation from the faculty member's evaluation file.

### **9.0 Faculty Travel Fund**

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

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

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

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

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

### **9.1 Faculty Development Fund**

Funds will be budgeted each year for support of faculty members conducting research or curriculum development work in the summer and intersession terms. Proposals shall be reviewed by the Faculty Development Board, which will also specify criteria for preparation of proposals. The number of awards and deadlines for submission of proposals shall be determined by the



Provost/SVPAA and announced within the first month of each academic year.

## **9.2 Internal Research Funding**

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

## **9.3 Instructional Development Fund**

Funds will be budgeted each year to support faculty instructional development projects. Proposals shall be reviewed by a subcommittee of the Center for Teaching and Learning Excellence Advisory Board, which subcommittee will also specify criteria for preparation of proposals. This subcommittee shall include no fewer than one faculty representative from each college and school. Deadlines for submission of proposals shall be determined by the Dean of the Weinberg Memorial Library and announced within the first month of each academic year.

## **10.0 Faculty Appointments**

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

### **10.1 Special Assignments**

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

### **10.2 Searches for New or Replacement Faculty**

The procedures to be followed by faculty involved in the search process for new tenure-track faculty, including obtaining authorization for new positions or replacements for departing faculty, the advertising of these positions, the initial review of applications, and the on-campus interviews of finalists are specified in Appendix VI. The implementation of these procedures must adhere to the standards and norms of the University's Affirmative Action/Equal Opportunity Plan.

### **10.3 Initial Appointments**

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

#### **10.4 Initial Assignment of Rank**

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

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

#### **11.0 Leaves of Absence**

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

#### **11.1 Granting of Leaves**

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

#### **11.2 Compensation While on Leave**

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

#### **11.3 Leave with Partial Salary**

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

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

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

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

#### **11.4 Continuity of Service (Leaves of Absence)**

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

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

#### **12.0 Sabbatical Leave: Definition and Eligibility**

A sabbatical leave alters a faculty member's normal responsibilities for a specified period of time and for a specific academic purpose that benefits both the faculty member and the University. During a sabbatical leave, a faculty member may not teach regular courses at the University (however, under special circumstances, such as a fellowship, a faculty member may teach regular courses at another institution). Unless faculty members on sabbatical seek and receive approval from the Provost/SVPAA, they may not teach readers, tutorials, or independent study courses; mentor a Master's thesis or an Honors project; or serve as a department chairperson, program director, academic advisor, faculty senator, Faculty Development Board member, or University Governance Council member. Faculty members on sabbatical will maintain the option to participate in regular department meetings; departmental reappointment, rank, tenure, and hiring deliberations; committee work; and the faculty/student research program. Moreover, such faculty members may continue, at their own discretion, to moderate student organizations or to hold elected faculty offices for which there are no alternates, such as a position on the FAC Executive Committee. Faculty members are strongly advised to recuse themselves from service on the Board on Rank and Tenure during any academic year in which they will be taking a sabbatical. A sabbatical may be taken for one full academic year or for one regular semester. A faculty member is eligible for sabbatical leave during or after the seventh year of service dating back to initial appointment or a previous sabbatical. (For example, newer faculty are eligible for sabbatical in the seventh year, hence would ordinarily apply in the sixth year of service.) In the case of faculty members who receive a postponement of the tenure review due to childbirth or adoption (see [Section 21.3.C](#)) or a leave of absence (see [Section 11.4](#)), the first sabbatical may not be taken until the faculty member has received tenure, except in the case of a pre-tenure research sabbatical, as described in [Section 12.7](#). However, such a faculty member will become eligible for a second sabbatical early, by the same number of years that the tenure review was postponed.

### **12.1 Application for Sabbatical**

By September 15 of the year prior to the contract year in which the faculty member wishes to be on sabbatical leave, the faculty member must submit to the Dean a statement of intent to apply for sabbatical leave. By the same date, the faculty member must submit to the department chair an application for sabbatical leave, which will outline the sabbatical project. (Application forms are available from the Office of Research and Sponsored Programs.)

The Faculty Research Committee will begin review of applications for sabbaticals at a fall semester meeting. The faculty member, along with the faculty member's dean(s) and chairperson(s), will be informed of the decision by the end of that fall semester.

### **12.2 Approval Process**

The application is submitted to the faculty member's department chair, who will make a recommendation on the proposal and the department's ability to cover courses during the sabbatical, then forward it, along with the application, to the appropriate Dean by September 22. The Dean will make a recommendation regarding the proposal, then forward it to the Faculty Research Committee. Recommendations of the chair, Dean and committee will be submitted to the Provost/SVPAA, who will decide to grant or refuse the request for sabbatical leave. The Provost/SVPAA may defer a sabbatical leave for programmatic and/or financial reasons. In such an instance, the faculty member will become eligible for a subsequent sabbatical early, by the same number of years that the previous sabbatical was deferred.

### **12.3 Required Report and Commitment**

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

It is understood that a sabbatical concludes at the end of the contracted sabbatical period (either at the end of the fall semester or end of the spring semester). Reports from fall semester sabbaticals are due no later than March 1; reports from spring semester or full-year sabbaticals are due no later than September 1; reports from combined intersession/summer sabbaticals are due no later than November 1.

### **12.4 Compensation During Sabbaticals**

A faculty member on sabbatical for one semester will receive full salary. Normally a faculty member on sabbatical for an academic year (two semesters) will receive one-half of one's salary. A request for a greater salary supplement (up to 70%) for a one-year sabbatical leave, and a justification for the request, may be made to the Provost/SVPAA through the Faculty Research Committee at the time the sabbatical application is filed. The Faculty Research Committee will

review and provide advice to the Provost/SVPAA on the salary request and its relevance to the nature of the proposed project. The Provost/SVPAA will decide to grant, refuse or modify the request.

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

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

### **12.5 Continuity of Service (Sabbaticals)**

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

### **12.6 Short-term Sabbaticals for Faculty Librarians**

Instead of applying for a standard sabbatical, faculty librarians may choose to apply for a short-term sabbatical at full pay for either the summer (up to three months, starting with the first day of class for summer school and ending with the day before the first day of class for the fall semester) or intersession (starting with the first day of class for intersession and ending with the day before the first day of class for the spring semester). An application for a short-term sabbatical is submitted to the chair of the Department of Faculty Librarians, who will write a recommendation on the proposal and the department's ability to cover the library faculty member's responsibilities to the department during the short-term sabbatical. The chair will then forward this recommendation to the Dean of the Weinberg Memorial Library. Reports from intersession sabbaticals are due no later than April 1, and reports from summer sabbaticals are due no later than November 1. All other procedures related to short-term sabbaticals will be identical to those for regular semester sabbaticals outlined in sections 12.0-12.5. Beginning with the seventh year of service dating back to initial appointment, a faculty librarian would be eligible to take up to four months of sabbatical during a seven-year period.

### **12.7 Pre-Tenure Research Sabbatical**

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

Time spent on a pre-tenure research sabbatical will contribute to the accrual of time in rank for purposes of promotion or advancement to tenure. Faculty members holding a terminal

contract, and faculty members who do not hold a terminal degree, are not eligible for a pre-tenure research sabbatical. All other procedures related to pre-tenure research sabbaticals will be identical to those for regular sabbaticals outlined in sections 12.0-12.5.

### **13.0 Medical Leave of Absence: Definition**

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

### **13.1 Medical Leave of Absence: Application and Process**

A faculty member unable to meet usual and normal faculty responsibilities for medical reasons must notify the chair of the department or the appropriate authority. The chair will consult with the faculty member, when possible, and recommend to the Dean a plan for covering vacated responsibilities. Ordinarily, under STD leave, during the equivalent of two weeks of regular semester class meetings, department members are called upon to cover the classes with no additional compensation. Beginning with the third week of coverage within a semester by a particular faculty member, this faculty member will be compensated on the basis of a pro-rated overload. In exigent circumstances (for example, when no department member is able or available to cover a particular course), the Dean, in consultation with the Provost/SVPAA, may elect to hire an adjunct faculty member to cover any or all of the vacated responsibilities, until such time as the faculty member returns from STD leave.

During the period of time that a faculty member on STD is deemed unable to perform the normal duties of a faculty member as outlined in section 5.4 of the Faculty Handbook, the faculty member may not teach regular courses at the University or any other University. A faculty member who is on Employee Medical Disability is normally considered to be unable to teach readers, tutorials, independent study courses, mentor Master's theses or Honors projects, serve as department chairperson, program director, academic advisor, faculty senator, Faculty Development Board member, or University Governance Council member. Faculty members

whose Employee Medical Disability is STD may receive special permission from the Provost/SVPAA to participate in regular department meetings; departmental reappointment, rank, tenure, and hiring deliberations; committee work; and the faculty/student research program if such work is medically approved. Any Faculty member whose employee Medical Disability is LTD is prohibited from participation in any University activities which would violate or otherwise be inconsistent with that status, for example: serving on the Board on Rank and Tenure, or any other duties as outlined in Section 5.4 of the Handbook.

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

If an employee on STD is reimbursed for lost wages and benefits by a source other than the University, except for an employee's privately financed insurance, (examples include but are not limited to legal suits, worker's compensation, social security, ...) the University will be reimbursed an amount not to exceed actual salary payments and the actual cost of benefits over the appropriate reimbursement period. Should the external reimbursement for lost wages and benefits be less than the University's actual expenditures, the University will receive the entire amount of the external reimbursement for wages and benefits. It is understood that the appropriate reimbursement period is defined as the period of STD during which external reimbursement begins and ends. It is further understood that the reimbursement period can begin no earlier than the beginning date of STD nor extend beyond the 180-day period of STD. For details regarding LTD provisions, consult the Group Disability Benefits Certificate.

### **13.2 Maternity and Parental Leave**

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

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

Ordinarily, during the equivalent of two weeks of regular semester class meetings, department members are called upon to cover the classes of a faculty member on maternity

and/or parental leave with no additional compensation. Beginning the third week of coverage, faculty covering classes will be compensated on the basis of a pro-rated overload.

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

### **13.3 Family and Medical Leave**

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

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

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

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

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



### **13.5 Continuity of Service**

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

### **14.0 Part-Time Faculty Hiring**

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

### **15.0 Faculty On University Committees**

The faculty elect representatives to the Board on Rank and Tenure, the Faculty Development Board, and the Faculty Senate. Members of the faculty also serve on the Dean's Conference of each college and school as well as other committees.

For University committees requiring the election or appointment of faculty representatives from each college and school (with the exception of searches for Deans and Associate Deans, as defined in Appendix V.C), members of the Department of Faculty Librarians are clustered with faculty from the Panuska College of Professional Studies (PCPS).

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

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

### **16.0 Complaint/Grievance/Arbitration Process**

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

following:

- A. Dismissal, suspension, non-reappointment, denial of advancement in rank, or denial of tenure when the faculty member alleges a violation of academic freedom;
- B. Dismissal, suspension, non-reappointment, denial of advancement in rank, or denial of tenure when no violation of academic freedom is alleged;
- C. Other matters covered by the *Faculty Handbook*, the Master Agreement, or applicable collective bargaining agreements.

All such allegations will be addressed through the three stage process described in sections 16.1 through 16.5 below.

### **16.1 Complaint Stage**

The initial allegation of a violation of the collective bargaining agreement or the terms of employment, or an incorrect or improper interpretation, enforcement or application of the collective bargaining agreement or the terms of employment is referred to as a complaint.

- A. Notification of Complaint: A faculty member must register a complaint within fourteen (14) calendar days of the incident. The registration of a complaint must be in writing and addressed to the Chairperson of FAC and the Chairperson of FPC. Such complaint should include, but is not limited to, a short description of the situation (including the date of the incident) and the names of the parties involved.
- B. Complaint Investigation: The Chairperson of FAC and the Chairperson of FPC, or their designates, have 14 calendar days from the date of written notification to investigate the complaint and to attempt to resolve it.
- C. Complaint Resolution: If the Chairperson of FAC, the Chairperson of FPC, and the complainant agree on a resolution, it is binding on all parties. If all three parties do not unanimously agree on a resolution within the 14 calendar days, the complainant or the officers of FAC may move the complaint to the next stage of the process.

### **16.2 Grievance Stage**

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

- A. Notification of Grievance: Written notification of a grievance must be registered with the Chairperson of FAC and the Chairperson of FPC within fourteen (14) calendar days of written notification of the lack of resolution of a complaint. The written notification of a grievance should include, but is not limited to, a description of the situation (date of incident and an indication of what terms and conditions of employment were violated), the names of the parties involved, and the remedy sought.
- B. Grievance Investigation: The Chairperson of FAC and the Chairperson of FPC, or their designates, have 14 calendar days from the date of written notification of a grievance to investigate and attempt to resolve it.
- C. Grievance Resolution: If the Chairperson of FAC and the Chairperson of FPC agree on a resolution, it is binding on all parties. If the Chairperson of FAC and the Chairperson of FPC

are unable to agree on a resolution within 14 calendar days, the grievance must be submitted to binding arbitration.

### **16.3 Arbitration Stage**

If the Chairperson of FAC and the Chairperson of FPC are unable to agree on a resolution, the grievance will be submitted to binding arbitration within 70 days of the date of the written notice of the grievance.

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

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

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

### **16.4 Time Limits and Extensions**

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

### **16.5 FAC Rights in the Complaint/Grievance/Arbitration Process**

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

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

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

### **16.6 Limitations Regarding Arbitration**

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

## **17.0 Faculty Benefits**

For all full-time faculty, the University provides health insurance, disability insurance, life insurance, pension plans, medical and dependent care spending accounts, and other benefits as specified by the collective bargaining agreement, this *Faculty Handbook*, or the law. Details of the current benefit package will be provided to all full-time faculty by the Office of Human Resources. This same office will also promulgate in a timely manner any modifications of or amendments to the benefit package.

## **18.0 Revision of the *Faculty Handbook***

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

## **19.0 Board on Rank and Tenure**

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

### **19.1 Composition of the Board**

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

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

### **19.2 Membership Qualifications**

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

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

### **19.3 Term of Membership**

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

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

## **20.0 Rank and Tenure Policy**

The President of the University, the chief administrative officer, promotes in rank and awards tenure to full-time faculty. The President makes these decisions in accordance with the academic criteria and procedures detailed in the following policy. In the manner described below, the full-time faculty, including chairs, offer their advice as a service and as scholars. This advice and service should not be construed as being managerial in nature. Although it is contemplated that the University's faculty members will participate in the evaluation of their peers as set forth herein, it nevertheless is the right of each individual faculty member to decline to participate in the evaluation process, and such action will be considered neither a violation of contract nor a dereliction of duties as a faculty member.

### **20.1 Instructor**

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

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

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

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

### **20.2 Assistant Professor**

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

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

of the appropriate degree and/or by publication or other professional product;

- E. Active service where the demonstrated contributions and accomplishments support the mission of the University, as well as active service where the demonstrated contributions and accomplishments contribute to the welfare of the external community.

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

### **20.3 Associate Professor**

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

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

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

### **20.4 Professor**

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

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

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

## **21.0 Tenure**

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

### **21.1 Qualifications for Tenure**

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

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

### **21.2 Tenure Status of Incoming Senior Faculty**

An incoming faculty member who is hired at a senior rank (Professor or Associate Professor), and who holds tenure at an accredited institution of higher learning, may be awarded tenure upon initial appointment to the faculty provided that the faculty member meets the requirements of Section 21.1 and all other applicable sections of this handbook, and provided that the faculty member's credentials are reviewed by both the appropriate department and the

Board on Rank and Tenure which shall each make a recommendation on the matter.

### **21.3 Probationary Period**

The following items delineate the probationary period:

- A. The maximum probationary period before the granting of tenure is seven (7) years, unless extended as provided in 21.3 C and/or 21.3 D below. The minimum probationary period is four (4) years, *except* in the case of senior faculty hired under the provisions of Section 21.2 of this Handbook and *except* in the case of senior academic administrators holding tenure guarantees or holding tenure awarded under the provisions of Section 1.2 of this Handbook.
- B. Full-time teaching experience at other accredited institutions of higher education will ordinarily reduce the probationary time by one year for each year of experience up to a maximum of three (3) years for a minimum probationary period of four (4) years. At the time of hiring a faculty member can request an extension of this probationary period to a maximum of seven (7) years. The length of the faculty member's probationary period and the scheduled tenure review date must be agreed upon in writing at the time of hiring.
- C. Upon the birth of a child or the adoption of a child under the age of six by a faculty member or the spouse of a faculty member, the date of the faculty member's tenure review will be postponed by one year. Within one year of the birth or adoption, but in no case later than November 1 of the year of the scheduled tenure review, the faculty member will write to the Provost/SVPAA to confirm or decline the one-year postponement. Failing to submit such timely notification will constitute a *de facto* rejection of the extension.

No more than two such postponements may occur for any faculty member.

Reappointment/non-reappointment reviews will take place annually, as specified in Appendix VII. The criteria for the tenure evaluation of the faculty member will be the same as if no postponement had occurred.

For the rules governing sabbatical eligibility for those who receive a postponement of the tenure review for childbirth or adoption, see Section 12.0.

- D. Pursuant to section 11.4 of this handbook, faculty will have the option as to whether a leave of absence is to count as part of the probationary period. At the time the leave is requested in writing from the Provost/SVPAA, faculty members shall indicate whether they wish the leave to be counted toward tenure and/or promotion.
- E. The years of the probationary period need not be consecutive. Any interruptions of sequence, however, must be officially approved by the University and may not involve termination of service here.

### **21.4 Evaluation for Tenure**

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



sections 23.0-23.11 of this handbook. In the absence of such an application in the next-to-last year of the probationary period, the Board on Rank and Tenure will itself initiate the evaluation.

### **21.5 Conferral of Tenure**

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

### **21.6 Notification**

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

### **22.0 Norms for Faculty Evaluation**

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

### **22.1 Procedures of the Board on Rank and Tenure**

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

### **22.2 Credentials of Candidate**

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

### **22.3 Special Criteria**

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

### **22.4 Notice of Changes in Policy**

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

### **22.5 Extraordinary Cases**

There is always the possibility that the ordinary norms could preclude promotion in rank or advancement to tenure of a particularly valuable faculty member. A special exception of such a

person may be made upon recommendation to the President by the Board on Rank and Tenure. The Board can make such a recommendation provided first the applicant has the approval of a two-thirds majority of the tenured members of the department.

### **23.0 Application for Promotion/Tenure**

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

### **23.1 Promotion/Tenure Delegate**

The department Promotion/Tenure Delegate will coordinate aspects of the evaluation for rank and tenure within the department (described in Section 23.3), chair the department's evaluation meeting(s) of the candidate (described in Section 23.4), and serve as a resource to the Board on Rank and Tenure in accord with Section 23.10. Unless the department chair is the candidate, the department chair will serve as the department Promotion/Tenure Delegate. In the case that the candidate is the department chair, the Provost/SVPAA will notify the department's other tenured members and if applicable, tenured associates (as per Section 3.0) ("Eligible Voting Members") by September 30 that they must convene a meeting prior to October 22 to elect a Promotion/Tenure Delegate from the other tenured members of the department. If no department member is available to serve as the Promotion/Tenure Delegate, the Provost, in consultation with the Eligible Voting Members, will appoint a delegate from the Eligible Voting Members.

### **23.2 Applicant's Responsibility**

In accordance with the deadlines specified in Appendix III, the candidate for promotion and/or tenure must submit a letter of intent to apply to the Provost/SVPAA. The candidate must also submit a dossier of no more than twenty pages and curriculum vitae to each Eligible Voting Member, to the candidate's home Dean, and to the Provost/SVPAA (12 copies, one for each member of the Board on Rank and Tenure) according to the annual timeline in Appendix III. The dossier should offer evidence necessary to make a responsible evaluation of the candidate's achievement in the areas of teaching/librarianship, scholarship, and service.

At the time of application for promotion and/or tenure, a candidate may also provide whatever supporting materials desired to demonstrate achievement in the areas of teaching/librarianship, scholarship, and service. If the candidate wishes to provide such materials, one set of the supporting materials is due to the department Promotion/Tenure Delegate by October 22 (see Appendix III). Before December 1, if a candidate would like to add to the set of supporting materials, the candidate must do so by submitting to the department Promotion/Tenure Delegate a dated addendum. From December 1 through December 15, dated addenda may be submitted to the home Dean.

### **23.3 Role of the Department**

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

Through December 1, the Promotion/Tenure Delegate will arrange for the candidate's set of supporting materials to be available to be signed out for review by the Eligible Voting Members and must notify Eligible Voting Members of any addenda to the supporting materials submitted by the candidate. The set of supporting materials should be treated as confidential and Eligible Voting Members are to have reasonable access to this set of materials during the evaluation period (see annual timeline in Appendix III).

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

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

Recognizing the diversity of what constitutes excellence in publication and research in the various departments and disciplines of the university, and recognizing that the department is the actual location of the university's expertise in its discipline, each department bears the primary responsibility for evaluating the quality of a candidate's scholarly or other professional activity as evidenced by evaluation of scholarly publication, artistic composition, or other appropriate professional product.

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

### **23.4 Department's Responsibility**

A. Meeting to discuss the candidate's qualifications.

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

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

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

In accordance with the annual timeline given in Appendix III, the chair of the meeting will then provide a copy of the finalized report, which includes the votes, to the candidate, to the Eligible Voting Members who participated in the meeting, and to the home Dean simultaneously and send the report to the chair of the Board on Rank and Tenure. The Promotion/Tenure Delegate must also transfer the candidate's set of any supporting materials and addenda to the home Dean on December 1. Unless the department chairperson is the candidate, the department chairperson must complete a separate recommendation and convey it to the chair of the Board on Rank and Tenure, with copies to the candidate and home Dean, in accordance with the annual timeline in Appendix III. Individual members of the department may supplement the departmental summary report through written evaluations addressed to the Board.

#### B. Absentee Votes for Rank & Tenure

Only tenured faculty members and, if applicable, tenured associates who participate in the meeting in its entirety and who are physically present at the time of the balloting will take part in the official vote. (This provision is not intended to exclude anyone who must leave the meeting momentarily. In such a case, the meeting may be suspended temporarily). If the

meeting for a particular candidate continues in one or more separate sessions, only those who participate in all of the sessions for that candidate in their entirety and who are physically present at the time of the balloting will take part in the final vote.

### **23.5 Exclusions from Deliberations and Vote**

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

### **23.6 Individual Recommendation**

Whatever the circumstances of departmental voting, all members of the department will have the opportunity to make a recommendation on an individual basis to be submitted in accordance with the Rank and Tenure Annual Timeline in Appendix III.

### **23.7 Role of the Deans**

In all questions which come before the Board on Rank and Tenure, the faculty member's home Dean shall make an independent judgment and forward a recommendation through the Provost/SVPAA to the President. The home Dean is responsible for transferring the candidate's set of any supporting material and dated addenda to the Provost/SVPAA in accordance with the Rank and Tenure Annual Timeline in Appendix III. The other academic Deans may, at their own discretion, submit a recommendation through the same channels. Faculty members may also request that a recommendation from an academic Dean other than their home Dean be forwarded by the Provost/SVPAA to the President. These recommendations, along with any accompanying rationale, will be copied to the candidate and will be made available to the members of the Board on Rank and Tenure to assist them in their deliberations.

### **23.8 Deliberations of the Board**

The Board on Rank and Tenure will review and consider the application of the candidate in accordance with Appendix I.

### **23.9 Candidate's Right to Appear Before Department and Board**

The candidate shall have the option of making a personal appearance before the departmental group (described in section 23.3 of this handbook) and the Board (described in Appendix I, A, 9 of this handbook). The decision not to appear will not be construed as prejudicial to the candidate's case in either instance.

### **23.10 Vote On Scholarship**

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

When the Board's vote or the department's vote results in a plurality tie between two categories (e.g., 5 qualified, 5 unqualified, 1 undecided), the Board will consult with the

department Promotion/Tenure Delegate. After consulting with the department Promotion/Tenure Delegate, the Board will re-cast its vote on scholarship.

### **23.11 Board's Action**

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

### **23.12 Role of the Provost/SVPAA**

The Provost/SVPAA is responsible for distributing copies of the dossier and curriculum vitae of each candidate to the Board on Rank and Tenure in accordance with the annual timeline given in Appendix III. Further, as a non-voting member of the Board on Rank and Tenure, Provost/SVPAA is free to offer a personal recommendation to the President.

### **24.0 Decisions Concerning Rank or Tenure**

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

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

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

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

### **25.0 Appeals Based on New Evidence**

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

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

### **25.1 Personal Appeals**

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

## **25.2 Appeals in Terminal Year**

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

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

## **25.3 Allegations Concerning Violations of Due Process**

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

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

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

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

## **26.0 Termination of Contract**

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

## **26.1 Resignation**

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

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

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

## **26.2 Expiration of Term**

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

## **26.3 Termination By Action of the University**

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

## **26.4 Financial Exigency or Termination of a Program**

Where termination of appointment is based upon financial exigency, or bona fide discontinuance of a program or department of instruction, the affected faculty member(s) shall be able to have the issue reviewed by a Faculty Hearing Committee, with ultimate review by the Board of Trustees. In every case of termination for financial exigency or discontinuation of a program or department of instruction, the faculty members concerned will be given notice, never less than twelve months in advance, or will be given, in lieu thereof, a severance pay equal to one year's salary. When termination is due to the discontinuation of a program or department of instruction, the University will try to place affected faculty members in other suitable positions within the University. If an appointment is terminated before the end of the period of appointment, either because of financial exigency or because of discontinuation of a program of instruction, the released faculty member's place will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

## **26.5 National Emergency or Major Catastrophe**

Where termination of the appointment of any faculty member is required by war or national emergency, or by other major catastrophe which affects the University during the time of the contract, and which directly affects the services of the faculty member involved, the University reserves the right to suspend the tenured contract and to terminate the non-tenured contract by reasonable (30 days) written notice to the faculty member at the faculty member's last known



address. Reinstatement of the tenured contract at the cessation of the emergency will be guaranteed, while the non-tenured contract will be negotiated in accordance with the law then prevailing.

### **26.6 Dismissal**

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

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

Procedures governing the dismissal of a faculty member are outlined in Appendix IV.

### **26.7 Special Separation Possibilities**

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

### **27.0 Applicability of Handbook Policies**

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

### **28.0 Affirmative Action/Equal Opportunity and Nondiscrimination Policy**

The University of Scranton, an Affirmative Action/Equal Employment Opportunity Employer-Educator, is committed to equal opportunity in employment and education without regard to race, color, religion, national origin, ancestry, sex, sexual orientation, age, or nondisqualifying handicap or disability. Faculty members who believe they have been discriminated against on the basis of any of the above are encouraged to contact the Director of Equity and Diversity.

### **29.0 Conflict of Interest**

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

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

The President of the University, when making rank and tenure decisions, decides in accordance with the criteria set forth in this Agreement but may also consider a faculty member's record of sexual harassment and/or sexual misconduct as contained in the faculty member's equity and diversity file. However, all other parties concerned in the rank and tenure

process, including the members of the applicant's department, the deans, and the members of the Board on Rank and Tenure, will consider only that information which is either provided by the candidate or gathered through authorized access to the candidate's evaluation file. Such parties will not review records of sexual harassment and/or sexual misconduct, nor will they be granted access to the equity and diversity file. Neither will such parties be given a written or oral summary of any part of the equity and diversity file's contents.

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

### **31.0 Use of Assessment Data and Student Learning Outcomes**

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

### **32.0 Faculty Handbook Deadline Dates**

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

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

### **A. Procedures**

1. In order to protect the individual faculty member's good name in the academic community and to safeguard free discussion by the members of the Board on Rank and Tenure, the review of each candidate by the Board must be regarded as confidential.
2. The Board on Rank and Tenure will not assume the task of updating the evaluation file of a faculty member. It is the faculty member's responsibility to ensure that one's file in the office of the Provost/SVPAA is current at all times, by submitting information or documents to be included in it, or by having others submit such material when necessary. In a year when a candidate is applying for promotion or tenure, the candidate's evaluation file will close ten calendar days prior to the first deliberative meeting of the Board on Rank and Tenure. After this date, nothing shall be added to the candidate's file until all evaluations, recommendations, decisions, and subsequent appeals are complete. This restriction does not apply to items added by the candidate or to items added at the

candidate's request.

3. In submitting a set of supporting materials as part of an application for advancement in rank or for tenure, the faculty member should point out how that material indicates continuing professional development in teaching/librarianship, scholarship and service, and should document each matter to the best of one's ability by including with the supporting materials (c.f. Section 23.0, 23.2) such things as publications, examples of projects, evidence of teaching excellence, etc.
4. Achievements, degrees, honors, services, etc., which were previously considered in recommending promotion to the present rank may be represented in requesting subsequent promotion, but primary emphasis will be placed upon activity since the last promotion.
5. In addition to the formal departmental consideration spelled out in section 23.1 to 23.4, the Provost/SVPAA will invite all Eligible Voting Members of the applicant's department to submit their individual opinions of their colleague to the Board on Rank and Tenure. It is within the sole and personal discretion of each Eligible Voting Member of the applicant's department to submit or refrain from submitting an individual opinion of one's colleague who is an applicant for tenure or promotion.
6. The finalized report of the Eligible Voting Members of the department as a group, along with the recommendations of individual department members, the department chair (if applicable), and the Dean(s) will be available to the Board on Rank and Tenure in its deliberations.
7. The Board will have access to the faculty member's evaluation file and to the faculty member's application.
8. A review of the candidate's qualifications will then be conducted.
9. The candidate has the option to make a personal appearance before the Board to respond to questions and expand on the information the candidate has provided.
10. The Board thereafter deliberates on the faculty member's qualifications. No new material should be introduced during the deliberation period.
11. Every member of the Board shall evaluate the candidate's performance as it relates to key areas of teaching, scholarship, and service. Promotion to any rank above the level of instructor shall ordinarily require the appropriate level of performance in all key areas of teaching effectiveness, scholarship, and service.
12. In voting, special ballots and pencils shall be used so that the voters' identities will be concealed.
13. In the preliminary voting each Board member shall complete the top half of the standard evaluation form. A copy of this form appears below.
14. After the results of the preliminary voting have been tallied, each Board member will use the bottom half of the standard form to vote for promotion and tenure.

15. At the end of each day's deliberations, the chair of the Board on Rank and Tenure will set aside some time for possible reconsideration of the votes taken that day. There will, first, be an opportunity for any board member to propose that a case be reconsidered. A simple majority is required to reconsider. If there is a positive vote to reconsider, the board will review the original votes and the evidence for each area. It will then vote again, using both parts of the ballot. The vote of record will be the second. There will be no other reconsideration.
16. The Board's vote will be forwarded to the President through the chair. The significance of this vote is spelled out in section 23.11.
17. The individual will have the right, upon request to the chair, to receive the collated results of the Board's vote.

B. Sample Ballot

\_\_\_\_\_  
Applicant's Name

I assign the above-named applicant the following ratings:

I. Teaching / Librarianship

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

II. Scholarship

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

III. Service

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

I recommend:

Promotion

No Promotion

Tenure

No Tenure

Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

## **Appendix II: Norms for Evaluating Faculty for Rank and Tenure**

### **A. The Three Basic Categories**

#### **1. Teaching**

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

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

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

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

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

- In-class evaluations directed by the instructor
- Reflection essays by the students
- Other forms of student or instructor work and/or presentations

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

## 2. Scholarship

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

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

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

## 3. Service

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

fosters an Ignatian spirit of those dedicated to the betterment of others.

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

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

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

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

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



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

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

#### B. Criteria for Rank and Tenure for Professional Librarians

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

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

Effective practice of librarianship requires the following:

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

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

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

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

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

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

Evidence of professional contributions may be interpreted as:

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

the profession of librarianship, and library service.

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

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

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

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

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

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

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

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

- (1) Possession of a Master's Degree in Library Science and one of the following: a second Master's degree in a subject field; or the completion of thirty graduate credits in a discipline that improves professional competence;
- (2) Mastery of the methodology and content of one's field of librarianship;
- (3) Attainment of professional competence in one's field of librarianship and progress towards mastery;

- (4) Substantial scholarly or other appropriate professional activity since the assignment of rank of Assistant Professor, ordinarily demonstrated by refereed publication or other juried professional product excluding work previously considered for advancement or assignment to Assistant Professor whose publication status has not changed;
- (5) Active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of programs, opportunities and/or structures that support the mission of the University, as well as active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of opportunities, programs, and/or structures that contribute to the welfare of the external community.

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

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

- b. A four-year minimum period of service as a full-time faculty librarian at the University of Scranton, *except* in the case of those senior faculty members hired under the provision of section 21.1 of this handbook and *except* in the case of senior academic administrators who have a tenure guarantee or have been awarded tenure under Section 1.2 of this handbook
  - c. Possession of an American Library Association-accredited Master's Degree and one of the following: a second Master's degree in a subject field; or the completion of thirty graduate credits in a discipline that improves professional competence;
  - d. Competence in the methodology and content of one's field of librarianship;
  - e. Significant scholarly or other appropriate professional activity as presented by the candidate and as evaluated by the candidate's department;
  - f. Active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of programs, opportunities and/or structures that support the mission of the University, as well as active, and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development and/or enhancement of opportunities, programs, and/or structures that contribute to the welfare of the external community.
6. Procedures. A member of the library faculty who is a candidate for rank or tenure shall be reviewed according to procedures set forth in established University policies as applied to all faculty. (see: section 23.0 - 23.11 of this handbook)

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

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

### Appendix III: Rank and Tenure Annual Timeline

Below is the annual timeline for the rank and tenure process. If any deadline falls on a weekend or a day the University is closed, the deadline moves to the earliest next weekday that the University is open.

September 22	Candidate's letter of intent to apply for tenure or promotion due to Provost/SVPAA (see Section 23.2)
September 30	Provost/SVPAA appoints Due Process Committee (see Section 25.3) Provost/SVPAA informs Eligible Voting Members if department chair is a candidate for promotion (see Section 23.1)
October 22	Deadline for designation of department Promotion/Tenure Delegate if candidate is the department chair (see Section 23.1)  Deadline for submitting dossier and curriculum vitae to Eligible Voting Members, home Dean, and Provost/SVPAA (see Sections 23.0, 23.2)  Deadline for submitting optional one set of supporting materials to department Promotion/Tenure Delegate (see Section 23.2)
November 1 – November 30	Departmental evaluation period of candidate(s) (see Section 23.4)  Chairperson's evaluation period of candidate(s) (see Section 23.4)
December 1	Departmental summary report including votes due to Provost/SVPAA with copies to the candidate and the home Dean (see Section 23.4)  Chairperson's evaluation report of candidate, if applicable, due to Provost/SVPAA with copies to the candidate and the home Dean (see Section 23.4)  Individual recommendation of candidate due to Provost/SVPAA (see Section 23.6)  Promotion/Tenure Delegate delivers the candidate's set of any supporting materials and dated addenda to the home Dean (see Section 23.3)
December 15	Dean's evaluation report of candidate due to Provost/SVPAA with a copy to the candidate (see Section 23.7)

	Home Dean delivers the candidate's set of any supporting materials and dated addenda to the Provost/SVPAA (see Section 23.7)
December 15 until Board on Rank and Tenure (BRT) hearing dates	BRT reviews candidate materials and evaluation file (see <u>Appendix I</u> )
10 days prior to first BRT deliberation	Candidate's evaluation file closes to submission of material except directly from the candidate (See <u>Appendix I.A.2</u> )
January 31	Provost's and BRT's recommendations due to the President (See <u>Appendix II.C.4</u> )

Note, an applicant has exactly 30 days from notification to appeal based on new evidence in writing to the BRT (see Section 25.0).

#### **Appendix IV: Procedures Relating to Dismissal of Faculty Members**

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



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

D. Organization of Faculty Hearing Committee:

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

E. Dismissal hearings will be private and confidential.

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

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

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

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

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

proceedings. The Hearing Committee may limit the introduction or testimony of the witnesses at its discretion.

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

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

### **A. Presidential Search Committee:**

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

### **B. Search Committee for Provost/SVPAA:**

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

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

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

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

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

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

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

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



## **Appendix VI: Faculty Role in the Search for Tenure-Track Faculty**

- A. After consultation with the department, the chairperson should request new or replacement faculty as part of the annual report submitted in the year prior to the position's starting date.
- B. In consultation with the department, the chair, or designate, will develop a job description, an advertisement, and suggestions for advertisement placement, and submit them to the appropriate Dean for approval. The Dean will supervise advertisement placement.
- C. Departments may choose one of two approaches for creating a faculty search committee:
  - 1. select a separate search committee, or
  - 2. choose to function as a committee of the whole.
- D. The search committee appoints a chair as well as an Affirmative Action liaison. The liaison's name is forwarded to the to the University's Director of Equity and Diversity, who will inform the liaison of the liaison's duties under the University's Affirmative Action Plan.
- E. The committee chair arranges a meeting for the search committee with representatives from the Office of Human Resources and Office of Equity and Diversity for briefing on affirmative action and hiring rules and procedures.
- F. The committee establishes a timetable for the closing dates of applications, screening of materials, interviews, and final selection.
- G. The committee chair is responsible for all communication with applicants until a finalist is recommended to the Dean.
- H. The committee reviews all materials. The committee chair sends a University of Scranton mission statement and faculty application form to, and requests official transcripts from, the top six candidates. After checking references and credentials, the committee will present its recommendations at a full departmental meeting.
- I. The department submits the names of the top three candidates, along with budget estimates for on-campus interviews, to the Dean for approval. If a finalist is a foreign national, the department chair should contact the Dean so that documentation can be checked.
- J. The department arranges the schedule for the candidate's formal on-campus interview. The schedule will include times for meeting with the Provost/SVPAA, appropriate deans, students, chair and departmental faculty, and the opportunity to teach a class or deliver a paper. The department gathers feedback from those involved in the interview process, including the state-required English fluency assessment.
- K. After the interviews are completed and feedback from the participants has been gathered, the department will meet to develop a recommendation which is transmitted to the Dean.
- L. The department will maintain records of the search process for three years.
- M. With regard to the search for non-tenure-track faculty (lecturers and faculty specialists), the procedures outlined in this appendix should ordinarily be followed. In exigent circumstances, such as the sudden loss of a full-time faculty member, the home dean (ordinarily in consultation with the department chair) may modify or abbreviate these procedures, but all

eligible department members must be notified of the opportunity to participate in the hiring process.

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

### **Procedures for Reappointment and Non-Reappointment**

Decisions regarding reappointment and non-reappointment are made in accordance with the provisions of the *Faculty Handbook* by the President after consideration of recommendations from the sources specified in sections A through D. It is understood that all deliberations concerning these matters will be held in confidence.

#### **A. Preparation and Evaluation of Credentials**

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

The candidate is to prepare a self-report to be distributed to the chairperson and tenured department members in accordance with the deadlines specified in section F (below). The contents of the self-report will address the areas of: 1) teaching, 2) research and scholarly activity, and 3) service to the University and community.

The tenured members of the department will hold a meeting expressly for the purpose of a frank and confidential discussion of the candidate's credentials for reappointment, including the self-report. A secret vote on the candidate's reappointment or non-reappointment will be taken at the meeting. Only tenured faculty members and, if applicable, tenured associates who participate in the meeting in its entirety and who are physically present at the time of the balloting will take part in the official vote. (This provision is not intended to exclude anyone who must leave the meeting momentarily. In such a case, the meeting may be suspended temporarily). If the meeting for a particular candidate continues in one or more separate sessions, only those who participate in all of the sessions for that candidate in their entirety and who are physically present at the time of the balloting will take part in the final vote. Following the discussion and vote, the tenured members of the department who participated in the meeting by any means will prepare a written evaluation. This evaluation shall include the name of each participating member as well as the results of the vote. Any individual tenured member of the department may prepare a separate signed written recommendation and send it to the chair. The department chairperson shall prepare and sign a separate recommendation.

The department's evaluation and recommendation and the chairperson's recommendation shall give particular attention to: 1) effective teaching, 2) scholarship, 3) meaningful service to the community and University, 4) meaningful contribution to the well-being of the department, school, and University, and 5) meeting the general responsibilities of faculty members as set forth in section 5.4 of the Handbook. Perceived strengths and weaknesses in teaching, scholarship, and service shall be indicated in these recommendations; the chair will



send a copy of the department's evaluation and recommendation to each tenured member of the department.

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

B. Candidate's Review of Recommendations

At least ten calendar days prior to the date specified for forwarding the recommendations to the Dean, the chair will send the candidate a copy of each recommendation. These recommendations and all subsequent communications with the candidate shall be sent to the campus address unless the candidate has specified in writing to the Provost/SVPAA an alternative address. The chair shall forward all recommendations to the Dean in accordance with the timetable. Candidates shall have the right to review these recommendations and send written responses to the Dean (and, at the candidate's discretion, to the department chair) prior to the date specified for forwarding the recommendations to the Dean.

C. Dean's Review

After the date specified for forwarding recommendations to the Dean, the Dean shall review all recommendations and responses that have been received and may consult with other appropriate deans. The Dean's reasons for supporting or not supporting the recommendations of the department shall be stated in writing. The Dean shall forward this statement, along with copies of any written recommendations from other appropriate deans, to the candidate and the chairperson who shall provide tenured members of the department with access to these recommendations. The Dean shall also forward all recommendations and responses to the Provost/SVPAA for inclusion in the evaluation file.

D. Provost/SVPAA's Review

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

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

F. Timetable

1. Notification Deadlines

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

## 2. Annual Evaluation Deadlines

The Provost/SVPAA shall announce in writing at the beginning of each academic year a schedule of annual evaluation deadlines. This schedule shall include dates for all the stages outlined in sections A through D above and provide adequate time for appropriate notice of non-reappointment. Such a schedule will differentiate between three categories of probationary faculty: a) first year, b) second year, and c) third and subsequent years. It shall stipulate appropriate deadlines in each category for the faculty to complete self-reports, for departments to deliberate, prepare, and forward recommendations to the Dean, and for the Dean to place the Dean's evaluation along with all others received in the candidate's evaluation file.

In the event a candidate fails to submit a self-report by the announced deadline, the department shall make recommendations based on the best available evidence. At the department's discretion, this evidence may include a tardy self-report. Failure of the department or chairperson to forward recommendations by the announced deadlines shall require the Dean to make a recommendation to the Provost/SVPAA on the best available information.

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

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

## G. Placement of Faculty in the Three Review Categories

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

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

## H. Criteria for Evaluation

The criteria of evaluation for reappointment are the following: 1) effective teaching, 2) scholarship, 3) meaningful service to the community and University, 4) meaningful contribution to the well-being of the department, school, and University, and 5) meeting the general responsibilities of faculty members as set forth in section 5.4 of the Handbook. For Librarians see section I of this handbook (below).

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

#### I. Reappointment of Librarians

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

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

#### J. Notification

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

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

#### K. Expiration of Non-tenured Contracts

The contracts of non-tenured faculty expire at the end date specified in the contract; beyond

that end date, and, without another contract, there is no guarantee of further employment at the University.

- L. The procedures for reappointment and non-reappointment of non-tenured faculty shall be consistent with the statements on academic freedom contained in section 5.3 of this handbook.

## **Appendix VIII: Tenured Associates**

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

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

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

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

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

## **Appendix IX: Copyright**

### **A. Definitions**

#### **1. Copyrightable Materials**

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

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

#### **2. Exclusive Rights**

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

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

#### **3. Employee and Faculty**

The term "employee" shall mean any person receiving regular compensation from the

University in exchange for specified services. University employees include faculty, staff and administrators, whether full- or part-time. University employees do not include independent contractors or those persons whose primary connection to the University is that of student. Full-time faculty are those persons who hold full-time faculty contracts and who have been appointed to a faculty rank.

4. Sponsored Research and Sponsored Projects

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

5. Substantial Use of University Resources

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

6. Royalties

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

B. Ownership of Works Created by Full-time Faculty

Traditionally, faculty members at many colleges and universities are deemed to own the copyright in books, articles, instructional materials, and other scholarly writings. In recognition of this traditional practice, and specifically in support of faculty freedom to teach, write and publish as they wish, the University affirms that copyrightable works created, made, or originated by a full-time faculty member shall be the sole and exclusive property of the faculty author<sup>1</sup> except when he or she voluntarily chooses to transfer such property in full or in part, or as described in the following cases:

1. Special projects. The University will own the copyright in works created by faculty members as part of a project the nature of which lies outside the normal academic or administrative duties of a faculty member as specified in Section 5.4 of this Handbook and where the faculty members enter voluntarily into a written agreement that such works will be owned by the University.
2. Sponsored research or sponsored project. Where copyrighted materials are created by an investigator in the course of sponsored research funded by an outside agency, copyright ownership will be determined by the applicable terms of the funding agreement.

3. Patentable works. Where a copyrighted work, such as certain computer software, is also patentable, the *Faculty Handbook Appendix X* will apply, notwithstanding any inconsistent provisions of this appendix.
4. Substantial use of University resources. Substantial use projects shall be identified as such early in the development stage and a written agreement shall be executed between the faculty member and the University. The faculty member and the University shall jointly own such works.

#### C. Administration of Copyrightable Works

##### 1. Faculty Works Not Work-for-Hire

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

##### 2. Institutional Works or Work-for-Hire

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

##### 3. Jointly Owned Works

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

##### 4. Works Created as Sponsored Research or Sponsored Projects

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

##### 5. Student-Created Works

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

#### D. Distribution of Income

##### 1. Faculty-Created Works Owned by the University

For those faculty-created works assigned to, or initially owned by, the University, the creator will receive fifty percent of the net royalties which accrue to the University. The University portion of such net royalties will be administered by the Director of Research. One-half of such royalties will be given to the University department of the creator of the work. Generally, the other half of the University's share of royalties will be used to



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

2. Faculty-Created Works Jointly Owned with University

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

3. Works Created as Sponsored Research or Sponsored Projects

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

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

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

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

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

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

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

## Appendix X: Patents

### A. Definitions

#### 1. Patentability

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

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

#### 2. Patent Rights

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

#### 3. Sponsored Research Agreement

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

### B. Applicability

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

### C. Disclosure of Inventions

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

### D. Ownership of Inventions

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

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

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

#### E. Sponsored Research

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

#### F. Disposition of Inventions

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

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

If the invention is released to the inventor(s) so that the inventor may apply for a patent at the inventor's own expense, the inventor(s) shall grant to the University a royalty-free, irrevocable, nonexclusive license to make or use the invention for its own non-commercial

purposes. Should the University decide to abandon development of a University-owned invention, ownership will be assigned to the inventor(s), subject to the rights of sponsors and to the retention of a nonexclusive, royalty-free license to practice the invention for non-commercial University purposes.

#### G. Income

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

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

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

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

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

## Appendix XI: Distance Learning

### A. Introduction

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

### B. Definition

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

### C. Quality Control of the Curriculum

#### 1. Distance Learning Courses

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

#### 2. Evaluation of the Distance Learning Class and Faculty Member

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

### D. Working Conditions

## 1. Teaching Assignments

- a. The assignment of a University faculty member to teach a distance learning course is voluntary, not mandatory, but otherwise subject to the usual procedures for course assignment in accordance with Section 8.1 of the *Faculty Handbook*. Faculty who have accepted a stipend for the development of a distance learning course are expected to teach that course as needed but not to exceed three times in five years. The faculty member may voluntarily offer the course more than three times in five years if it fits programmatic needs.

The precise terms and conditions of these arrangements shall be stated in a written contract signed by the faculty member and the University before the faculty member begins teaching the course. The availability of distance learning course development funding and the amount thereof will be announced during the spring semester of each year.

- b. Faculty may develop distance learning courses without accepting a stipend. These courses must comply with the same review, evaluation, approval, and scheduling process as all other distance learning courses; however, the faculty member will not be expected to teach the course any particular number of times.
- c. Normally the faculty member teaching a distance learning course for the first time will be scheduled to teach that course during summer or intersession; otherwise, it will be scheduled during the faculty member's nine-credit semester.

## 2. On-Campus Faculty Positions

- a. There will be no reduction in the number of full-time teaching positions in a department as a result of distance learning classes in that department being added to the class schedule.
- b. No pre-recorded form of instruction shall be employed by the University for the purpose of replacing faculty members, in whole or in part, regardless of the technology utilized.

## 3. Workload/Teaching Responsibility

- a. Enrollment. Determination of class size for a distance learning class shall be based on pedagogical considerations and shall be subject to the conditions of Appendix XI Section G-3 of this Handbook.
- b. Planning first-time teaching of a distance learning course. Training and assistance will be provided by the University as the faculty member is preparing the course and during course delivery. If the faculty member deems it necessary or desirable to obtain further training not offered on campus, he or she may apply for ordinarily available funding.
- c. Workload Issues. Courses taught via distance learning may be included as part of the University faculty member's regular load or may constitute in whole or in part an overload. The teaching responsibilities as they relate to assignments, scheduling,

syllabi, papers, tests, and grades shall be equivalent to those of the corresponding traditional course sections.

- d. Travel. The faculty member may be required to travel to distance learning sites off-campus. If the faculty member deems it appropriate to visit an off-campus site, or if the course agreement requires such travel, the faculty member will receive compensation and reimbursement for travel at the normal University rates as stated in the *Faculty Handbook*.

#### 4. Availability of Assistance

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

#### E. Intellectual Property In Relation To Distance Learning

##### 1. Ownership of Materials

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

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

- a. Courses and course presentations shall not be recorded without prior knowledge and consent of the faculty member.
- b. The faculty member (or multiple faculty creators) who creates the course (or adapts a pre-existing course) for use in distance learning shall exercise control, by written consent, over the future use, modification, and distribution of recorded instructional materials and shall determine whether the material should be revised or withdrawn from use  
Excepting courses developed prior to September 1, 2012, if a faculty member who has designed an online course leaves the University, the faculty member will allow the university to continue to offer that faculty member's online course for another three years for remission of the prevailing royalty fee to the faculty member or the faculty member's estate.
- c. Following the third offering of a distance learning course and when the faculty member determines that a major revision of the course is necessary, the faculty member may apply for a stipend to revise the course. If the faculty member accepts the stipend, the faculty commitment cycle specified in D.1.a. of this agreement begins again.

## F. Academic Honesty

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

## G. Online Programs

### 1. Definition

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

### 2. Compensation

- a. To attract faculty members to teach online courses in an online program, the University may offer additional incentive pay on a per-credit basis over and above regular compensation.
- b. The University will offer stipends to faculty members for initial course development and subsequent redesigns of their own courses, provided such course development and redesign has been approved by the University through its normal review procedures. If a faculty member redesigns a course initially developed by another faculty member, the redesigner is eligible for a stipend only if all of the course materials (syllabus, assignments, online presentation of materials, and exams) are new. In the case of joint development, the stipend amount will be shared equally among the multiple creators.
- c. Faculty members teaching in an online program must re-examine their courses on a three-year cycle, counted from the first offering of the course. If a faculty member determines that a course should be redesigned, he or she may apply for a redesign stipend.
- d. If a course section in an online program is taught by an adjunct faculty member who does not meet the accreditation requirements for the program or college, a qualified faculty supervisor will be assigned to oversee the work of the adjunct. This full-time faculty member will be listed as the Instructor of Record for that section. The supervising faculty member will be compensated at the rate of 1.33 credits per 4-credit course, 1 credit per 3-credit course, or 0.5 credits per 1-credit course, to be counted as part of the faculty member’s regular load (or overload if applicable).
- e. Faculty members assigned to teach in an online program will be offered the opportunity to develop their own original course materials and will be compensated at the normal rates regardless of whether another faculty member has already developed the same course. The instructing faculty member may also decline this option and choose instead to use an already available online course. In such a case, the original



course creator(s) will be paid a royalty each time the course is used by another instructor (a full-time faculty member or an adjunct). The royalty will apply to each course section in which the material is used. Based upon a majority vote of the full-time faculty of the program, program faculty may choose to create a professional development pool in lieu of royalty payments.

- f. Incentive pay, course development stipends, redesign stipends, and royalties will be paid to all faculty members in consistent amounts within an online program. The University will pay reasonable and necessary travel expenses associated with the development of an online course. If a faculty member in a particular college teaches a course in an online program offered by a different college, the faculty member will be compensated at the rates offered to other faculty members teaching in that online program.

### 3. Enrollment

Enrollment in sections of courses in online programs is capped at 20 students per section. Until one week before the first day of class, if the enrollment in a given section goes beyond 20, the University will open a new section. Within one week of the first day of class, a section may be overloaded up to a limit of 22 students per section. Under extraordinary circumstances, should a faculty member agree that pedagogical considerations warrant increasing enrollment over 22 students rather than splitting the course into two sections, then the faculty member may develop, with the dean, a compensation plan to include a special overload payment, ranging from 1-2 Overload credits, for the faculty member teaching such a course. Should enrollment reach 28 students, then the course will be converted to two sections.

### 4. Reporting

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

## Appendix XII: Disciplinary Procedure

- A. The purpose of this disciplinary procedure is to assist faculty, staff, administrators, and students by protecting them from the negative consequences of unacceptable faculty behavior. It is designed not primarily to punish inappropriate conduct, but to cause the improper behavior to cease. The procedure is also progressive, in that it involves sanctions in various stages to deal with multiple instances of the same offense(s). When appropriate, positive interventions rather than punitive approaches are encouraged. Such interventions may include, but are not limited to, the use of education, counseling, peer consultation, and referral to an Employee Assistance Program (EAP).
- B. This procedure shall be interpreted and applied in all respects in a manner consistent with Section 5.3 of the *Faculty Handbook* (Academic Freedom). All aspects on this appendix, including any issue as to the propriety of the discipline imposed at any stage of this procedure, as well as any question as to whether the discipline is disproportionately severe, shall be subject to review through the grievance-arbitration procedures of the Collective Bargaining Agreement.
- C. Any disciplinary action must be based on a material violation of the general responsibilities of full-time faculty members, as defined in Section 5.4 of the *Faculty Handbook*, or of the policies governing outside employment (Section 5.10), and must be taken for just cause. Matters involving sexual harassment and research misconduct will be handled through the procedures described in the appropriate university policies.
- D. Only the faculty member's home dean may conduct the Disciplinary Procedure. When scheduling any meeting to discuss disciplinary action or possible disciplinary action, the dean must inform the faculty member that the disciplinary procedure is, or may be, invoked and that the faculty member may bring an officer or other member of FAC to the meeting. A faculty member may decline to participate in such a meeting, or may decline to answer questions or comment upon statements made by the dean during such a meeting. However, if the faculty member declines to participate, the dean may reach a determination as to whether a material violation did or did not occur on the basis of the best available evidence.
- E. The stages of progressive discipline are as follows:
  1. **Stage 1** involves an informal meeting between the dean and the faculty member, during which the dean will explain the alleged violation, and the faculty member will be given an opportunity to respond. If the dean determines in the course of this meeting that the alleged violation did not occur, or was not material enough to warrant discipline, then no official record will be kept of this meeting. If the dean determines that a material violation did occur, the dean shall give an oral reprimand. In the latter case, the dean must send a report of this meeting to the Provost/SVPAA that notes the date, those present at meeting, and the violation discussed. All such reports will be kept in a confidential disciplinary procedure file in the Provost/SVPAA's office.
  2. **Stage 2** - An alleged material violation may properly be raised at Stage 2 only if the

affected faculty member has received an oral reprimand for another instance of the same violation or for a closely related violation within the past two years; however, in the case of more serious violations, the dean may proceed to Stage 2 for a first offense with the concurrence of the Provost/SVPAA. Stage 2 involves a formal meeting between the dean and the faculty member initiated by the dean in writing. The letter shall include a statement of the alleged violation and an intent to take the matter to the second stage of the disciplinary procedure. If the dean determines in the course of this meeting that the alleged violation did not occur, or was not material enough to warrant discipline, then no official record will be kept of this meeting. If the dean determines that a material violation did occur, the dean shall send a written reprimand to the faculty member, with two copies sent to the Provost/SVPAA for inclusion in the disciplinary procedure file and the faculty member's personnel file, and a third copy sent to the Chair of FAC. (No materials related to discipline shall be placed in a faculty member's personnel file except those generated through this Disciplinary Procedure or through the procedures related to dismissal [Appendix IV].) If there has been no recurrence of the violation within two years after the date of this meeting, the letter shall be expunged from the personnel file at the written request of the faculty member, and shall be deemed void and of no effect. If the dean determines that a material violation did occur, the dean may also require that the dean and the faculty member jointly develop and sign a professional conduct contract, based on the Faculty Handbook expectations of Section 5.4 and relevant University of Scranton policies, in which the faculty member agrees not to repeat the violation and to adhere to these provisions and policies. After consultation with both the Provost/SVPAA and the chair of FAC, the dean may also strongly encourage the faculty member to participate in counseling sessions or an EAP.

3. **Stage 3** - An alleged material violation may properly be raised at Stage 3 only if the affected faculty member has received a written reprimand for another instance of the same violation or for a closely related violation within the past two years. Stage 3 involves a formal meeting between the dean and the faculty member initiated by the dean in writing. This letter shall include a statement of the alleged violation (or the refusal to develop and sign a professional conduct contract) and an intent to take the matter to the third stage of the disciplinary procedure. A copy of this letter will be sent to the Provost/SVPAA for inclusion in the disciplinary procedure file and to the Chair of FAC. If the dean determines in the course of this meeting that the alleged violation or refusal to develop and sign a professional conduct contract did not occur, or was not material enough to warrant discipline, then no official record will be kept of this meeting. If the dean determines that a material violation or refusal to develop and sign a professional conduct contract did occur, the dean will provide the faculty member, the Provost/SVPAA, and the Chair of FAC with written notice that the faculty member is being placed on disciplinary probation, with the period of probation to be no less than one year and no more than three years.
  - a. Disciplinary probation renders a faculty member ineligible to receive certain

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

- b. Disciplinary probation does not affect a faculty member's salary, benefits, rank, or tenure status.
  - c. Notice of disciplinary probation will be sent by the Provost/SVPAA to the department chairperson and to the Faculty Senate Elections Coordinator. The complainant (if there is one) will receive notification of the sanctions imposed on the faculty member.
4. Within 14 days after receiving written notice from the dean that he or she is being placed on disciplinary probation, the faculty member may file with the Provost/SVPAA a notice of intention to appeal the decision. This appeal will be addressed to a three-person faculty panel chosen at random from among the tenured members of the faculty member's college (excluding current FAC officers and the chairperson/director of any department or interdepartmental program in which the faculty member teaches). The selection process for members of this panel will follow the same procedures set down in Appendix IV, Section D.3, except that the number of faculty members will be three instead of five.
  5. After the Provost/SVPAA notifies the dean and the faculty member that the faculty panel has been formed, both parties will have 14 days to submit materials, including written testimony from faculty, administrators, staff, and/or students, to the faculty panel. The panel will forward these materials, along with a recommendation, to the Provost/SVPAA, who will make the final determination whether disciplinary probation is warranted. In the case of an appeal, disciplinary probation does not take effect until the faculty member receives written notice of the faculty member's probationary status from the Provost/SVPAA. At the end of the probationary period, if there have been no further violations of the same type, the faculty member will be removed from probationary status by the Provost/SVPAA.
- F. Once a faculty member has been placed on disciplinary probation, further violations of the same nature should be addressed according to the dismissal procedures outlined in Appendix IV (which may involve sanctions short of dismissal but more severe than disciplinary probation). In the case of particularly serious violations, the administration may omit the stages described above and proceed immediately to the provisions of Appendix IV.

# Exhibit “B”

THE UNIVERSITY OF  
**SCRANTON**  
A JESUIT UNIVERSITY

OFFICE OF THE PRESIDENT

May 10, 2022

Benjamin Bishop, Ph.D.  
2344 Third Street  
Bloomsburg, PA 17815

Dear Dr. Bishop,

I have considered the recommendation of the committee in your dismissal hearing pursuant to the Faculty Handbook. After careful review and consideration of the issues, I have decided to accept the recommendation of the committee.

Unfortunately, this results in your dismissal from the University. Please be reminded that you do have additional rights of appeal under the Handbook should you chose to exercise them.

I appreciate your attention to this important matter.

Sincerely,

A handwritten signature in cursive script that reads "Joseph Marina, S.J." with a stylized monogram "SJ" at the end.

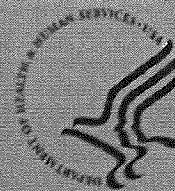
Joseph Marina, S.J.  
President

# Exhibit “C”

# COVID-19 Vaccination Record Card

Please keep this record card, which includes medical information about the vaccines you have received.

Por favor, guarde esta tarjeta de registro, que incluye información médica sobre las vacunas que ha recibido.



Last Name Bishop First Name Benjamin J. MI

Date of birth 11-3-75 Patient number (medical record or IIS record number)

Vaccine	Product Name/Manufacturer	Date	Healthcare Professional or Clinic Site
1 <sup>st</sup> Dose COVID-19	Pfizer COVID-19 Lot# EW0162 Exp. 7/31/21	<u>04/23/21</u> mm dd yy	<u>HTHC</u>
2 <sup>nd</sup> Dose COVID-19	Pfizer COVID-19 Lot# EW0162 Exp. 7/31/21	<u>5/14/21</u> mm dd yy	<u>HTHC</u>
Other		____/____/____ mm dd yy	
Other		____/____/____ mm dd yy	



# Exhibit “D”

Patti.txt

Ms. Patricia L. Tetreault

Dear Ben:

Per your request, please see the information below:

The Hearing will take place in-person, on-campus, with no Zoom or call-in option. The University will require you to wear a higher-grade mask and provide a negative COVID test result in order to attend.

Appendix IV Section F. of the Faculty Handbook provides that you may have an advisor from the University community and legal counsel of your choice in attendance with you at the hearing, but stipulates that only one of these individuals may speak during the hearing.

If you not follow the safety measures noted above, you may not attend the hearing. However, in this circumstance you may send an advocate, (advisor from the University community or legal counsel of your choice) to speak on your behalf.

Please let me know if you have any questions about the conditions for participation in the hearing.

Kind Regards,

Patti

C

# Exhibit “E”



# Exhibit “F”

From: The University of Scranton <admissions@scranton.edu>  
Sent: Monday, April 11, 2022 9:44 AM  
To: Elizabeth M. Swilp <ems48411@huskies.bloomu.edu>  
Subject: RE: Prospective Student-Campus Visit

Hi Elizabeth!

Thanks for reaching out, we would be so happy to host you on campus! Currently, guests of the university are advised to wear masks indoors throughout campus if they choose to do so. Negative test results are not necessary for campus tours. You can read our full Covid regulations by visiting our Royals Back Together page here [mx.technolutions.net]. To register for a tour you can visit [scranton.edu/visit](http://scranton.edu/visit), our schedule will show you all available tour dates. Let me know if there's any other questions you have, see you around campus!

Best,

Maria Ramos (She/Her)  
Admissions Counselor  
University of Scranton  
Scranton, PA 18510  
(570)941-7406 (Office)  
(570)941-5928 (Fax)  
[scranton.edu/admissions](http://scranton.edu/admissions)

From: "Elizabeth M. Swilp" <ems48411@huskies.bloomu.edu>  
Sent: Sunday, April 10, 2022 6:06:05 PM  
To: "admissions@scranton.edu" <admissions@scranton.edu>

Dear Scranton Admissions,

I'm Elizabeth Swilp and interested in visiting your campus as a prospective undergrad student. Are there any Covid restrictions regarding an in-person visit, such as masking or negative test results?

Sincerely, Elizabeth

**Re: Royal News photo**

Dr. Nathan S. Lefler <nathan.lefler@scranton.edu>

Sun 2/20/2022 8:43 PM

To: Jeff Gingerich Ph.D. <jeffrey.gingerich@scranton.edu>

Thank you for this clarification, Jeff, including the acknowledgment of understanding of my reaction.

To be clear, as you speak only for yourself "going forward": Michelle, David, Matt, and Sondra and Morey Myers ought also not to make such mistakes again. So, too, Senator Casey, Father President, etc. This is unpleasantly reminiscent of Gavin Newsom's evening at The French Laundry a little while back, not to mention countless other policy makers failing egregiously, and publicly, to follow their own rules - rules the breaking of which has been asserted to have consequences for the rule-breaker ranging from fines to loss of jobs or institutional enrollment. Evidently there is always an unstated proviso that everything depends on *who* the rule-breaker is.

And once again (for the I-don't-know-how-many-eth time), the idea that you (plural) can take masks off "briefly" while simultaneously promoting and purporting to enforce upon several thousand others a masking policy indicative of the policy-makers' conviction of the greatest possible risk of infection and the gravest possible dangers inherent to such risk (of grave illness and death, apparently), is so offensive as to beggar belief - had it not been so undeniably instantiated in fact (several times, at least).

In case you haven't noticed, Jeff, the vast majority of faculty, staff and students continue slavishly to follow these rules to a T, and many of the faculty to look censoriously at anyone who even pulls a mask down to take a drink from a water-bottle. The environment you have created is one of fear and mutual hostility, inducing psychic fragility (inclining toward heightened anxiety and depression) in many individuals (this is already well-documented on a large scale, however oblivious the university apparently remains) and it seems increasingly unlikely that the administration will simply be able to blame these "environmental" changes glibly on "Covid": while this may not apply to you personally, there can be little doubt from some of my colleagues' efforts to raise these issues with FAC that there are members of the faculty here using these circumstances purely to abuse power (for whatever motives of their own), inventing unlimited and unimaginable new "points of order" to forestall any formal discussion of these matter with others who might be in a position to influence the university's policies in more intelligent, sensible, humane, ethically sound directions. When did the university become a place actively discouraging - prohibiting - earnest discussion of major issues affecting the lives of every member of the community?

Respectfully,

Nathan

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**From:** Jeff Gingerich Ph.D. <jeffrey.gingerich@scranton.edu>

**Sent:** Sunday, February 20, 2022 2:25 PM

**To:** Dr. Nathan S. Lefler <nathan.lefler@scranton.edu>

**Subject:** RE: Royal News photo

Nathan,

I'm sorry I'm just getting back to you now. I fell behind this past week and then had to visit another college this weekend.

Our practice with COVID for special event pictures has been to briefly take off the masks while the photo is taken and then immediately put it back on. That's what we did in this photo.

I understand the reaction though and I will not be taking any more indoor pictures without a mask as long as the mask policy is in place.

Jeff

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**From:** Dr. Nathan S. Lefler  
**Sent:** Wednesday, February 16, 2022 5:00 PM  
**To:** Jeff Gingerich Ph.D. <jeffrey.gingerich@scranton.edu>  
**Cc:** Ms. Patricia L. Tetreault <patricia.tetreault@scranton.edu>; Robert W. Davis Jr. <robert.davis@scranton.edu>  
**Subject:** Royal News photo

Jeff,

Do you have an explanation for this photo, in the latest Royal News?

[https://news.scranton.edu/articles/2022/02/sc-humanities-lecture.shtml?utm\\_source=RoyalNews&utm\\_medium=Email&utm\\_content=NewsArticle3](https://news.scranton.edu/articles/2022/02/sc-humanities-lecture.shtml?utm_source=RoyalNews&utm_medium=Email&utm_content=NewsArticle3)

[Author of 'Rescuing Socrates' Speaks at Scranton | Royal News: February 16 2022](#)

On Thursday, February 10, an audience of University students, staff and invited guests joined guest lecturer, Roosevelt Montás, Ph.D., in the Moskovitz Theater at The DeNaples Center for the Sondra and Morey Myers Distinguished Visiting Fellowship in the Humanities and Civic Engagement Lecture.

news.scranton.edu

I told colleagues who were - rightly, in my view - offended, that the image was probably photoshopped (though I found no indication to that effect in captions or credits; maybe I missed it.). That in no way justifies your appearance (or that of the CAS dean, or the Director of the Humanities Center, etc.) without a mask in close company with others not wearing masks, *on campus*, while enforcing a policy of strict double-masking or N95 masking!

You owe us an explanation, and an apology.

And you should drop the policy immediately. It couldn't be more obvious that you are not serious about it's enforcement.



This is so "unprofessional," it reeks to high heaven.

I hope that our students are as outraged as some faculty are and all faculty ought to be.

Nathan

# Exhibit “G”

Dr. Benjamin J. Bishop Ph.D.  
Adam,

First, let me start off by saying that I appreciate your candor. However, I have been long been concerned that the union has failed in its duty to represent me in this matter. This particular incident is especially troubling because it shows:

That union leadership assisted management in replacing available bargaining unit labor with non-bargaining unit labor.

The personal relationship with Dan may have constituted a conflict of interest that could have improperly influenced this decision.

-Ben

From: Adam Pratt <adam.pratt@scranton.edu>

Sent: Friday, October 29, 2021 4:33 PM

To: Dr. Benjamin J. Bishop Ph.D. <benjamin.bishop@scranton.edu>; Dr. Stacey A. Muir Ph.D. <stacey.muir@scranton.edu>; Dr. Daniel J. West Jr., Ph.D. <daniel.west@scranton.edu>; Dr. Michael J. Jenkins Ph.D. <michael.jenkins@scranton.edu>; Tara Hamilton- Fay <tara.fay@scranton.edu>

Subject: Re: Replacement instructors

Hi Ben,

At a meeting yesterday with other FAC officers, Rich, and Michelle, it was agreed that an adjunct could be hired by the Dean to fulfill the University's obligation to the students to continue providing the courses in question. Following this, I asked if Dan Brennan, whom I know, would be able to cover a course. Both Michelle and Rich asked me to reach out to him to gauge his ability and interest in teaching a class with Rich noting Dan was already part of the department's adjunct pool. After the meeting I contacted Dan and then forwarded his contact info to Michelle.

I did not "hire" him and have no knowledge as to whether he had been contacted by either Michelle or Rich at this point.

Sincerely,

Adam

From: Dr. Benjamin J. Bishop Ph.D. <benjamin.bishop@scranton.edu>  
Date: Friday, October 29, 2021 at 1:26 PM  
To: Dr. Stacey A. Muir Ph.D. <stacey.muir@scranton.edu>, Dr. Daniel J. West Jr.,  
Ph.D. <daniel.west@scranton.edu>, Adam Pratt <adam.pratt@scranton.edu>, Dr. Michael  
J. Jenkins Ph.D. <michael.jenkins@scranton.edu>, Tara Hamilton- Fay  
<tara.fay@scranton.edu>  
Subject: Replacement instructors

Dear FAC officers,

I have heard reports that a FAC officer was personally involved in the hiring of replacement instructors to cover the courses that the administration has prevented me from teaching. Please comment on the veracity of these reports.

Thanks,

-Ben