FACULTY HANDBOOK

Last Updated June 19, 2024

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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. Administrators and professional staff members are not eligible for promotion in faculty rank.

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.

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 recommendation of the Provost's Committee on Academic Policy and Compliance (PCAPC) and the Board of Trustees.

4. Each Dean shall make recommendations on all matters of faculty status for faculty who have served or are serving under the Dean’s jurisdiction.
5. Each Dean shall make final determinations concerning the academic status of students enrolled in the Dean’s college or school.
6. 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.
7. The associate deans have authority and responsibilities as delegated by the Dean of the school or college.
8. 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. (Sehe

2.1 FAC Executive Committee

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.

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 by March 31 of the year of the expiration of the contract by a FAC/FPC subcommittee drawn from the current 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 subject to negotiation for the successor contract.

B. Score Formula Variables. Variables of the formula include: 1) total number of sections of courses delivered by a department (see E.1 below); 2) the number of students who are pursuing a major within a department (see E.2 below); 3) the number of academic programs

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

program), the split is the same as that described in the table in Section

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.

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By November 1, if the evaluation occurs in the fall semester, or by April 1, if the evaluation occurs in the spring semester, the chair will submit a copy of the departmental level evaluation to the University-

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 interprexpr sttctls o8-2 (p)-14 (c)4 (t)-12 (s)-1 (m)-2 (e)4 /(r)3 (i)-2 (e)4 (d a)4 (s)-1 povers

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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.A that occur within the Leahy College of Health Sciences.

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 rev Tc 0.0; p Tc . (a)-6 (c)i6.69 -cc t2 0 Td[(a)4 (nd t)-2 (he)4 (e)6 (r)5 (ta)6 (in)2 (3, d

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

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. 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. Annually, during the spring semester, FPC will provide information to Executive Committee of 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 Faculty Specialists than 15% of the full-time faculty. This percentage may be adjusted by the mutual agreement of FAC and FPC.

D. 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. Faculty Specialists are expected to maintain requisite clinical competencies and professional credentials.

E. 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 :

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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.

F. 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

G. Appointment and Review: 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.

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tenured members of the Faculty Specialist's department, but the chair must also consider

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.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.

2. 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.

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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.

terms and conditions of all full-time appointments include but are not limited to the provisions of the , the collective bargaining agreements, and the individual faculty contract.

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.

(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 an honors project, graduate thesis, or doctoral dissertation; 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 either a full academic year, a regular semester, or, in the case of faculty librarl-4 (r)-1 (f(h)-4 l (r)-1 (ar)-1)-6 ( )-10 ((l)- l (r)-1 (aMr)-4 (eA6)r)-1 (f(h)-6-)-2 ()-4

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.

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 period, they are also expected to make

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 fu(-t)-rnts212 (Te(na)(ue(d (t)-- t)2Tw T-34.55T-1 -9 (m)-5und(l4)-

the provisions of Section 13.1 Medical Leave of Absence: Application and Process and Section 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

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.

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 , 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 2 (i)-2 (ng b)-1 (t)-2 (vbr/a2 (ni)-2C)-2 ()-2 9u2 Tw T*(2(i)-2 -2 (vb (p) w)2 ul9 (he)-6.1 (2 (s)-1 (t)2 (s)-b

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 , 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

All changes to this 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 ensure 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 on 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 U

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, in the case of those senior faculty members hired under the provisions of Section 21.2 of this handbook and in the case of senior academic administrators who have a tenure guarantee or have been awarded tenure under Sof t/TT2 1 nivon 21.2

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 a

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,

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 and Process 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

to each Eligible Voting Member, the candidate's home dean, the Provost/SVPAA and 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. An exception to a digital submission will be made for physical supporting materials such as books, artistic products, or other items deemed too difficult to digitize by the candidate. If the candidate wishes to provide such physical materials, one set of these materials is due to the department Promotion/Tenure Delegate in accordance with the annual timeline given in Appendix III. A list of all physical supporting materials should be included with the digital submission of the candidate's application.

After the deadline for the application submission given in Appendix III, a candidate will not be able to alter their submitted application; however, a candidate may submit addenda to the supporting materials. When possible, this should be done through the University-provided system. The candidate must notify the department Promotion/Tenure Delegate in writing (University email suffices) what was added and when. If there is a need to provide additional physical supporting materials because of the exceptions listed above, it must be done as a dated addendum submitted to the Promotion/Tenure Delegate. In either case, the Promotion/Tenure Delegate must notify Eligible Voting Members of any addenda to the supporting materials submitted by the candidate along with the date of addition. During the home dean's evaluation period given in

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 submit the finalized departmental summary report, including votes and signatures, to the University-provided system, and provide a copy to the Eligible Voting Members who participated in the meeting. The Promotion/Tenure Delegate must also transfer the candidate's set of physical supporting materials and dated addenda, if any, to the home dean in accordance with the annual timeline in Appendix III. Unless the department chairperson is the candidate, the department chairperson must submit a separate recommendation to be made available to the Board on Rank and Tenure, the candidate, and the 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. Should a member wish to exercise this right, the evaluation shall be emailed from the member's University email address to the Provost/SVPAA who will ensure that the evaluation is submitted to the University-provided system by the deadline in Appendix III.

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

Regardless of the circumstances of departmental voting, all members of the department will have the opportunity to make a recommendation on an individual basis. Should a member wish to exercise this right, the evaluation shall be emailed from the member's University email address to the Provost/SVPAA who will ensure that the evaluation is submitted to the University-provided system by the deadline 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 will submit to the University-provided system a recommendation. by the deadline in Appendix III. The home dean is responsible for transferring the candidate's set of physical supporting material and dated addenda, if any, 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 or at the request of the faculty member, email

from the dean’s University email address a recommendation. to the Provost/SVPAA who will ensure that the evaluation is submitted to the University-provided system by the deadline in Appendix III These recommendations, along with any accompanying rationale, will be made available to the candidate, as well as 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 confidence and 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 shastd ses m40ilhe (he)4 (de)4 (p)-10 ()3 (t)-2 (m)]TJ-04 (nt)-2 (. Tc 0.161 09.57( )TjEM

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).

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 Separatio(t)-2 (y2 (a)6 (te)6 (c)-4 (1-1.65 Td[Atn)6 (c)6 (ia)2 (c 0.11 12 ƀrence li1.65 T4 (c)6 M

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.