

Faculty Handbook Amendments

21 March 2018

Amendment one: Part Three, Sec. III, page 15 Paragraph “Academic Tenure”

- (a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, **except in the case of retirement for age**, or under extraordinary circumstances because of financial exigencies.
- (a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate causeor under extraordinary circumstances because of financial exigencies.¹
- ¹The clause “except in the case of retirement for age,” has been omitted to avoid the possibility of its being interpreted in a way not intended by the AAUP.

Based on comments received during open hearings and the canvas discussion board, the FHC has retained the language “expiration of a probationary period” in the original AAUP quote (instead of “completion of a probationary period”). We were also asked to place a footnote indicating alteration of the 1940 AAUP quote, and that change is given here.

Amendment two: Part Four, Sec. V, Page 26

V. Termination of Contract

The contract of a Faculty member is terminated either by retirement or by separation from the Faculty. Such separation occurs only by resignation, by mutual agreement, by nonreappointment, because of the discontinuance of a department or program, because of financial exigency, **for medical reasons**, or by dismissal for cause.

A. Termination of Contract by Retirement.

Retirement, or transfer from active to retired status on the Faculty, does not connote separation from the Faculty, but rather the termination of demanding duties and scheduled responsibilities for the Faculty member because of age, infirmity, or other valid reason. The policy on retirement provides for early retirement and for required retirement. The age of required retirement is provided by state law (and, after July 1, 1982, by federal law). It may be extended to the last day of the Academic Year if the birthday occurs within the limits of an Academic Year. Tenured Faculty members wishing to retire earlier than the required date may do so from age fifty-five on.

The contract of a Faculty member is terminated either by retirement or by separation from the Faculty. Such separation occurs only by resignation, by mutual agreement, by nonreappointment, because of the discontinuance of a department or program, because of financial exigency, **for inability to return from leave for a serious health condition following a Family and Medical Leave Act (FMLA) leave and/or any leave made as a disability accommodation**, or by dismissal for cause.

A. Termination of Contract by Retirement

Retirement does not preclude or guarantee post-retirement part-time teaching or service by the Faculty member as a non-tenured lecturer or part-time administrator. Subject to availability, as decided at the discretion of the department chair or program director with the approval of the appropriate dean, a retired Faculty member may be appointed to teach no more than two courses per semester at a rate to be set by the Provost and Academic Vice President or designee. Retired faculty members retain rights under the Handbook and any emeritus faculty policy, as consistent with the Academic Vice President's requirements. Tenured Faculty members wishing to retire may do so from age fifty-five on.

Language regarding mandatory retirement upon reaching a set age must be removed. Language laying out opportunities to teach post-retirement have been added.

Amendment three: Part Three, Sec. IV, page 18

- G. Tenure ceases for one of the following reasons: (1) active status is relinquished due to retirement, resignation, or mutual agreement, or (2) termination occurs because of discontinuance of a department or program, because of financial exigency, **for medical reasons**, or by dismissal for cause.
- G. Tenure ceases for one of the following reasons: (1) active status is relinquished due to retirement, resignation, or mutual agreement, or (2) termination occurs because of discontinuance of a department or program, because of financial exigency, or by dismissal for cause.

Faculty cannot be terminated by the administration for medical reasons. Reference to medical reasons needs to be removed.

Amendment four: Part Four, Sec. V, page 30

G. Termination of Contract for **Medical Reasons**.

Termination for **medical reasons shall be based upon clear and convincing medical evidence that the Faculty member cannot continue to fulfill the terms and conditions of the appointment and that this disability is expected to continue for more than three years.**

Specific time frames are not permitted by law, and reference to medical reasons needs to be removed and replaced with language regarding leaves for serious health conditions or disability.

G. Termination of Contract for **Inability to Return from Leave for Serious Health Condition and/or Disability**.

Termination for **inability to return from leave for a serious health condition following a Family and Medical Leave Act (FMLA) leave and/or any leave made as a disability accommodation.**

Amendment five: Part Four, Sec. VI, pp 33-34.

The primary purpose of leaves of absence is to preserve or enhance the usefulness of the Faculty member to the University. This objective may relate to a variety of needs that the member has for the effective performance of duties. A leave is not an unrestricted right of the Faculty member, but one that shall be exercised within the limitations of the University's ability to provide it.

....

C. Classification of Leaves of Absence

Leave for **Temporary Disability**: This type of leave covers situations in which the Faculty member **is unable to perform assigned teaching duties for a prolonged period of time due to temporary disability. It includes situations which are related to illness, surgery, or pregnancy. The timing and compensation in each case are determined by agreement between the Faculty member and the University. This agreement is based on medical need, the requirements of the educational program, and individual circumstances. Some situations are covered by the disability insurance plan, which is an optional fringe benefit.**

The change brings the language concerning leaves into alignment with the FMLA

The primary purpose of leaves of absence is to preserve or enhance the usefulness of the Faculty member to the University. This objective may relate to a variety of needs that the member has for the effective performance of duties. **Except for leaves for a serious health condition or disability**, a leave is not an unrestricted right of the Faculty member, but one that shall be exercised within the limitations of the University's ability to provide it.

....

C. Leave for **Serious Health Condition or Disability**: This type of leave covers situations in which the Faculty member **requires leave for a serious health condition under the Family and Medical Leave Act (FMLA) or leave or leave extension made as an accommodation for a disability. Leaves and leave extensions for serious health conditions and/or disability accommodations are granted consistent with the University's Family and Medical Leave Act Policy. Compensation in each case is determined by agreement between the Faculty member and the University.**

Amendment six: Part Four, Sec. I, page 19

Policy on Equal Employment Opportunity

John Carroll University **does** not discriminate **based** on race, age, **color**, sex, religion, ethnic or national origin, disability, military or veteran status, **Vietnam veteran status or special disabled veteran status**, genetic information, or any **other individual characteristic which is irrelevant to academic attainment, professional qualifications, and fulfillment of the mission and goals of the university.** John Carroll University's nondiscrimination commitment governs all policies, practices and procedures affecting Faculty and applicants for Faculty positions.

This policy, originally developed and enforced as a voluntary expression of the guiding philosophy of the University, is now required in many of its particulars by federal and state laws, to which the University is fully committed and does adhere.

John Carroll University **will** not discriminate **against any employee or applicant for employment based** on race, age, sex, religion, ethnic or national origin, disability, military or veteran status, **sexual orientation**, genetic information, or any **factor protected by law.** John Carroll University is committed to inclusion and diversity as constitutive elements of our Jesuit Catholic identity. The university values diversity and seeks talented employees from a variety of backgrounds. To this end, JCU takes affirmative action to employ qualified women, minorities, veterans, and disabled persons. John Carroll University subscribes to these provisions in hiring, placement, promotion, transfer or demotion, recruitment or advertising for employment, treatment during employment, compensation or benefits, professional development, layoff or termination and seniority or retirement. John Carroll University's nondiscrimination commitment governs all policies, practices and procedures affecting Faculty and applicants for Faculty positions.

Amendment seven: Part Four, Sec. X: C. page 37

C. Policy on Conflict of Interest in Research

The increasingly necessary and complex relationships among universities, governmental agencies, and industries serve many public and educational causes. Along with the desirable benefits, however, potential hazards need to be recognized. Providing for them, the Federal Council for Science and Technology has drawn up jointly with the American Council on Education and the American Association of University Professors a statement *On Preventing Conflicts of Interest in Government-Sponsored Research at Universities* (see Appendix H), that minimizes the needs of auditing and reporting by institutions approved under it. John Carroll University endorses this statement and operates in conformity with it. It entails the following three procedural safeguards:

C. Policy on Conflict of Interest in Research

The University recognizes the importance of conducting research and scholarship in an ethical and lawful manner, and with an absence of conflicts of interest. The University's policy is intended to protect the University, faculty, staff and students, as well as human subjects and animals in research, from conflicts of interests and to comply with applicable federal laws. All Faculty members, staff and students conducting research are obligated to follow the University's policies on conflicts of interest. All individuals are to complete a conflict of interest in research form prior to the start of any research protocol.

Amendment seven: Part Four, Sec. X: C. page 37

- 1. Government-sponsored research and consulting activities are to be approved in advance and in writing by the Academic Vice President.
 - 2. Financial obligations for materials, equipment, and services in connection with government-sponsored research and consulting activities are made through official University channels.
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For reference in conflict of interest in research statement: no changes made to this part.

Amendment eight: Part Four, Sec. XIV: B

B. Remuneration

1. **Pension payments**, by both the University and the Faculty member, continue to be based on total earnings from the University.
2. The summer session teaching stipend for a full-time Faculty member is a function of the contractual salary of the Faculty member for the Academic Year immediately preceding the summer session.
3. Payment for other services rendered outside the Academic Year is determined by mutual agreement between the Faculty member and the Academic Vice President.

B. Remuneration

1. **Contributions by the University to the University's Retirement Plan**, by both the University and the Faculty member, continue to be based on total earnings from the University.
2. The summer session teaching stipend for a full-time Faculty member is a function of the contractual salary of the Faculty member for the Academic Year immediately preceding the summer session.
3. Payment for other services rendered outside the Academic Year is determined by mutual agreement between the Faculty member and the Academic Vice President.

The university no longer grants a pension, but rather has a retirement plan into which payments are made.

Amendment nine: Part One, Sec. IV: B, 4. Duties, pages 4-5

B. The Faculty Handbook Committee

4. Duties:

- a. to elect a chairperson and a secretary from among its own members.

- b. to study all matters concerning the amendment or revision of the Faculty Handbook and to submit its findings and recommendations

B. The Faculty Handbook Committee

4. Duties:

- a. to elect a chairperson and a secretary from among its own members **in the spring, after elections are held and before Commencement.**

- b. **to conduct an ongoing review of the Faculty Handbook so that the Handbook is reviewed at least every five years.**

- c. to study all matters concerning the amendment or revision of the Faculty Handbook and to submit its findings and recommendations

It is important to have officers elected in the spring so that a chair is in place over summer, and call the first meeting of the committee early in the fall. Regular Review of policy documents such as the Faculty Handbook has been requested by the University Committee for Shared Governance.