

**THE
FACULTY
HANDBOOK**

THE FACULTY HANDBOOK *

PREFACE

For purposes of interpreting and construing the John Carroll University “Faculty Contract” this PREFACE and PARTS ONE through FIVE constitute “The Faculty Handbook.” Any other material contained herein is for informational purposes only.

This Handbook was accepted by the Faculty by written ballot as reported in the minutes of the Faculty Service Committee, dated November 5, 1982. Approval as authorized by the Board of Trustees was communicated by the Chairman of the Board of Trustees on December 15, 1982.

The Spring, 1995 reprinting of the Faculty Handbook incorporated into the text the amendments of May 23, 1989 and October 19, 1994.

The Spring, 2006 reprinting of the Faculty Handbook incorporated into the text the amendments of September 30, 1997 and February 3, 1999.

The Fall, 2010 reprinting of the Faculty Handbook incorporated into the text the amendments of March 21, 2007, May 16, 2007 and June 21, 2010.

The Spring, 2014 reprinting of the Faculty Handbook incorporated into the text the amendments of November 15, 2012 and August 30, 2013.

This Spring, 2019 reprinting of the Faculty Handbook incorporated into the text the amendments of March 29, 2017, May 24, 2018 and May 15, 2019.

This Spring, 2022 reprinting of the Faculty Handbook incorporated into the text the amendments passed by the Board of Directors in opposition to Faculty vote in Mar. 2021¹ and amendments of May 2021.

* This Faculty Handbook replaces the Faculty Handbook dated 1967 which was revised in format on September 2, 1970, and amended on November 15, 1971.

¹ Faculty voted Jan 21-27, 2021: Part Five: Amendments and Revisions, to amend process of changing the Handbook 29 For, 103 Against, 2 Abstain, Part Four: Personnel Policies, Section VII. Fringe Benefits 25 For, 106 Against, 3 Abstain, i) Part Four: Personnel Policies, Section V. Termination of Contract, ii) Part Four: Personnel Policies, Subsection V.F Termination of Contract because of Financial Exigency to add Budgetary Hardship section, and iii) for clean-up purposes, Part Three: Rights and Responsibilities of the Faculty, Section IV. Tenure 13 For, 120 Against, 1 Abstain.

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PART ONE

ORGANIZATION OF THE FACULTY

The University is a community composed of several identifiable groups. They are interdependent. They interact in a variety of modes to produce the joint effort essential to the vitality of the University. Among these groups are the directors, the officers of the administration, the Faculty, the staff, and the students. The groups are not mutually exclusive, and a person may be a member of more than one group.

I. FACULTY DEFINED

- A. As approved by the Board of Trustees,² the Faculty consists of the President, all ranked members of academic departments (except those in adjunct ranks), the professional librarians, and those described in the following paragraph. Officers of the administration are not, *ex officio*, members of the Faculty.

There are members of the University community who are neither ranked members of academic departments nor professional librarians but who, as individuals, are part of the Faculty according to the Faculty Handbook which this revision replaces (see Appendices A and B). All of these individuals remain members of the Faculty, although they have the right to request that they be removed from this group.

Officers of the administration not included in the previous two paragraphs who wish to become members of the Faculty and are so qualified should petition an academic department for rank in that department. If accepted by the department, and if such action is approved by the appropriate dean, the Academic Vice President, and the President, then the individual becomes a member of the Faculty.

This Handbook and the rights and responsibilities mentioned herein pertain to all members of the Faculty as defined above, except that PART THREE, Section I, Professional Responsibilities, and PART FOUR, Section XII, Policy on Professional Activities During the Academic Year, apply without modification only to Faculty in full-time service at John Carroll University.

- B. The ranks of the Faculty are: professor, associate professor, assistant professor, and instructor. The status of ranked faculty is: active, retired, visiting, or on leave.

² The Board of Trustees was renamed the Board of Directors on May 14, 2002. This change was adopted on May 20, 2002, and this change has been incorporated into the rest of the text.

- C. In discharging some of their instructional, research, and administrative duties, the Faculty are assisted by personnel who, though not Faculty, are classified as Faculty collaborators. Examples of Faculty collaborators include those in adjunct ranks, lecturers, research fellows, and graduate assistants. While they may be granted certain privileges of Faculty members, they are not entitled to all benefits which accrue to full-time Faculty, nor do they have the right to vote on official Faculty matters.

II. VOTING RIGHTS

Only members of the Faculty have the right to vote on matters entailing Faculty action in the operation of the University. Members of the Faculty in retired status are nonvoting members. Members of the Faculty on leave for up to two consecutive semesters are voting members. Members of the Faculty who extend their leave beyond two consecutive semesters are nonvoting members.

III. COMMITTEE SERVICE

Only members of the Faculty are eligible to represent the Faculty on internal University committees. Whether or not they are members of the Faculty, the following are not eligible to represent the Faculty on internal University committees other than the Faculty Grievance committee:

1. the President of the University
2. the vice presidents of the University
3. the deans of the University,³ and
4. those not having voting rights (see Section II above).

Faculty on leave who choose to retain the right to vote are eligible to represent the Faculty on the Faculty Grievance Committee and, if they so choose, on the department committees concerned with tenure, promotion, hiring, and selection of chair.⁴

IV. STANDING COMMITTEES OF THE FACULTY

The following shall be standing committees of the Faculty:

The Faculty Council⁵
The Faculty Handbook Committee

³ See Appendix I.12 for an interpretation of this part of the Faculty Handbook.

⁴

⁵ As amended (3/21/07). See Appendix L.4.

The Faculty Grievance Committee
The Faculty Board of Review
University Tenure & Promotion Committee⁶

A. The Faculty Council⁷

1. Responsible to: the Faculty.
2. Basic Objective: to carry out such procedural functions as shall be necessary for the efficient operation of the Faculty in all matters where the Faculty shall be called upon to express its opinion or render a decision; and to function as an advisory vehicle for effective interchange of ideas, questions, problems, and/or general information between the Faculty and the President through the exercise of the duties listed below.
3. Composition: Five members of the Faculty from each of five divisions elected by the Faculty in each division for staggered terms of three years with terms beginning at the spring commencement.
4. Duties:
 - a. to meet in May as a newly-elected faculty council to elect a chairperson, vice-chairperson, and secretary from among its own members for the next Academic Year. Officers will assume their duties at Spring Commencement
 - b. to meet at least once in each full month of the Academic Year and approximately two weeks before regularly scheduled faculty meetings, or more often as urgent business dictates
 - c. to set up standing committees necessary to fulfill the primary responsibilities of the Faculty in university governance and to appoint chairs of these committees from among the membership of the Faculty Council

⁶ The establishment of this committee took place in Spring 2021. All faculty on tenure track as of Spring 2021 may opt into the revised process that includes the University Tenure & Promotion Committee (UTPC), but otherwise will continue through their existing tenure process. New tenure-track faculty with contracts commencing after the 2020-2021 academic year will utilize the UTPC when seeking tenure and promotion. Tenured faculty seeking promotion may choose to remain in their existing promotion process through the end of the 2022-2023 academic year, but must utilize the UTPC when seeking promotion after that time.

⁷ As amended (3/21/07). See Appendix L.4.

- d. to set up *ad hoc* committees as are deemed necessary. The composition of such committees should be representative consistent with the purpose of the committee
- e. to determine in consultation with the administration and relevant Faculty the election and/or appointment of Faculty representatives to university committees.
- f. to generate and receive proposals from members of the university community and refer them to appropriate committees
- g. to handle procedural issues concerning Faculty Council business such as committee reports, returning proposals to committees or forwarding proposals for discussion and action at faculty meetings
- h. to report recommendations of the Faculty to the President
- i. to communicate to the Faculty decisions of the President and/or the Board of Directors on Faculty recommendations
- j. to request information or interpretation of policy in order to promote better Faculty understanding, and to present questions for clarification
- k. to approve agenda for and to plan and conduct Faculty Meetings as prescribed in Section VI below
- l. to conduct all elections and other votes (e.g., amendment of the Faculty Handbook) involving the Faculty and to certify the results thereof
- m. to carry out the selection by lot of members of each Faculty Grievance Committee and Faculty Board of Review as prescribed in the descriptions of those committees
- n. to distribute minutes of its meetings to all members of the Faculty
- o. to submit an annual report to the Faculty
- p. to publish at least annually an official list of Faculty and identify the members having the right to vote
- q. to select each year a Parliamentarian from the entire Faculty
- r. to perform such other duties as may be assigned to it from time to time or permanently by the Faculty.

B. The Faculty Handbook Committee

- 1. Responsible to: the Faculty.
- 2. Basic Objective: to carry on continuing study of the Faculty Handbook and to be the channel for the amendment or revision of the Handbook.

3. Composition: six Faculty members elected by the Faculty for rotating terms of three years, two members being elected each Academic Year.

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 to the Faculty
- d. to meet at least once each semester during the Academic Year to survey the condition of the Handbook and to consider any other business referred to it
- e. to meet more frequently:
 - i. to recommend amendments or revisions of the Faculty Handbook
 - ii. to consider proposals for amendment as outlined in the “Amendment Procedures” of the Faculty Handbook
 - iii. whenever any other question concerning the Handbook is submitted to it by any of the parties mentioned in the “Amendment Procedures” of the Handbook
 - iv. at the call of the Chairperson or by the request of a majority of the members.

5. Interpretation: questions about interpretation of the Faculty Handbook are to be directed to the Academic Vice President and the Chairperson of the Faculty Handbook Committee. These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community.⁸

⁸ See Appendix Ic.2.

C. The Faculty Grievance Committee

1. Responsible to: the Faculty.
2. Basic Objective: to facilitate the resolution of Faculty complaints respecting alleged discrimination on such bases as race, sex, or ancestry, or of other serious grievances, as described in PART FOUR, Sections III and IV of this Faculty Handbook.
3. Composition: five Faculty members to be drawn by lot from a pool of fourteen members elected at large from the Faculty. Seven will be elected each year for a two-year term. Simultaneous membership in this pool and the pool for the Faculty Board of Review is prohibited.⁹
4. Duties and Procedures: as prescribed in PART FOUR, Sections III., IV of this Handbook.

D. The Faculty Board of Review

1. Responsible to: the Faculty.
2. Basic Objective: to act as the Faculty Board of Review in cases involving termination of contract by dismissal for cause of tenured Faculty or of nontenured Faculty during the term of their contracts, as described in PART FOUR, Section V of this Faculty Handbook.
3. A Board of Review for each case shall consist of members chosen by lot from a pool which at all times shall consist of fifteen tenured Faculty members eligible to represent the Faculty, selected in the following manner:
 - a. Five members shall be chosen by the President to serve at his pleasure.
 - b. Ten members shall be elected for staggered four-year terms by the Faculty at large.
 - c. As the pool is depleted, either by members serving on a Board of Review, or due to other circumstances, it shall be promptly replenished.
4. For each case to be considered, a Board consisting of six members shall be chosen by lot from the pool by the Faculty Council, after excluding any pool members who are principals in the case.
5. Duties: as prescribed in PART FOUR, Section V of this Handbook.
6. The Board of Review shall have legal counsel for all official deliberations and actions. The expense of this counsel shall be borne by the University.

⁹ As amended (6/21/2010). See Appendix L.4.

- E. The University Tenure & Promotion Committee
1. Responsible to: The Faculty and Academic Vice President (AVP)
 2. Basic Objective: The University Committee on Tenure and Promotion (UTPC) reviews and evaluates the portfolios of candidates for mid-term review, tenure, and/or promotion in rank. After evaluating the submitted evidence according to approved departmental and University standards, the UTPC recommends to the AVP those candidates whose retention, tenure, and/or promotion would, in its view, benefit the University and whose professional achievements meet the expectations of the candidate's Department and those of the University.
 3. Composition:
 - a. One Full Professor of the Faculty from each division of the Faculty, elected by the Faculty in each division for staggered terms of three years beginning at the spring commencement. To ensure an odd number of members, additional members elected by the Faculty at large to bring the total number to five. Members may not serve more than two consecutive terms.
 - b. Elections to UTPC must have at least two candidates from different departments for each open seat, and the runner-up in the election for each seat will serve on UTPC in the event of a recusal (see *c.* below).
 - c. No faculty member may participate in the evaluation of a candidate at more than one level of review. UTPC members from a candidate's department must recuse themselves from the deliberations and subsequent vote on that candidate if they are on the Department Tenure or Promotion Committee.
 - d. The Chair of the committee will be elected from the UTPC membership at the beginning of each fall semester.
 4. Duties and Procedures:
 - a. Meet as needed, adhering to announced timelines/deadlines for the mid-term review, tenure, and promotion processes.
 - b. Evaluate the dossiers of candidates, along with the reports and recommendations of the Department Tenure or Promotion Committee and the Committee of Academic Deans (COAD), during the mid-term, tenure, and promotion review according to established departmental and University standards. The chair of the candidate's Department Tenure Committee or Promotion Committee, as applicable, may serve as a resource during the committee's deliberations. Further, the UTPC may also

confer with the candidate should a clarification of the submitted materials in the dossier be beneficial.

- c. The Committee provides a brief recommendation on each specific case, which will report the vote of the members on the matter at hand and provide a brief summary of the reasons or considerations that were deemed decisive to the vote. Any committee member who wishes to do so may submit a supplemental minority report expressing differing or dissenting views. These materials are then forwarded to the AVP to inform the final decision.
- d. In the event that any department tenure or promotion policies come under review or are otherwise undergoing revision, UTPC will work with the departments, deans, and AVP on any revisions of departmental standards. The UTPC will provide a recommendation to the AVP related to any proposed revisions.
- e. In addition to reviewing and recommending on the merits of each candidate's petition, the UTPC shall inquire into and report any significant procedural or technical problems as may come to its attention with regard to handling of any candidate's case at any lower level of review.

V. PRINCIPAL RESPONSIBILITIES OF THE FACULTY IN UNIVERSITY GOVERNANCE¹⁰

The Faculty shall have primary responsibility for recommendations on policy in such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, faculty development, and those aspects of student life which relate to the educational process. Responsibilities shall include, but not be limited to:

- A. Curricula, minimum requirements for degrees, new academic programs, academic calendar, grading, honors, and similar matters. (Note: Since the awarding of honorary degrees has traditionally been reserved to the Board of Directors, the faculty will have no responsibility in this matter.)
- B. Faculty appointments, reappointments, promotions, compensation, the granting of tenure, and dismissal.
- C. Use and improvement of learning resources (library, computing facilities, instructional technology, etc.).

¹⁰ New Section V. As amended March 21, 2007.

D. Standards of admission of students.

E. Innovations in the teaching process.

On the above matters, the power of review and final decision lodged in the President and/or the Board of Directors should be exercised adversely only in exceptional circumstances and for reasons communicated to the Faculty. Through its committee structure, the Faculty shall also exercise its responsibilities in the following area:

F. Sharing in university budget decisions, especially those which affect academic policies.

VI. FACULTY MEETINGS

A. Basic Objective: to provide the Faculty with an organized forum for the presentation and discussion of significant matters and to establish a procedure whereby matters can be acted upon.

B. Officers and Responsibilities:

1. Chairperson

- a. prepare and circulate agenda
- b. call meetings
- c. preside at meetings
- d. convey actions and communications to appropriate parties
- e. have minutes kept and distributed
- f. appoint a parliamentarian

2. Parliamentarian – to provide expert opinion on procedural matters to the Chairperson of the Faculty Meeting.

C. Composition: all members of the Faculty are members with full rights and votes, except as noted in Section II above. Faculty collaborators and officers of the administration who are not Faculty have a right to attend, but have no vote.

D. Operating Procedures: ¹¹

¹¹ As amended March 21, 2007. See Appendix L.4.

1. Ordinarily meetings will be held monthly during the Academic Year. A minimum of one meeting per semester during the Academic Year shall be held.
2. The Chairperson of the Faculty Council may call a special meeting at any time and must call a special meeting upon written request from any ten members of the Faculty or at the request of the President.
3. A quorum for passing procedural motions, amendments to proposals, and whether to advance substantive issues to a written vote of the full faculty consists of 20% of the Faculty who are not on leave.
4. Procedural questions, amendments to proposals, and whether to advance substantive issues to a written vote of the full faculty may be decided by a majority vote of those present and voting if a quorum is present.
5. If a quorum is not present and if a quorum of the Faculty Council is present, then procedural questions, amendments to proposals, and whether to advance substantive issues to a written vote of the full faculty may be decided by a majority vote of the members of the Faculty Council present.
6. Substantive questions shall be decided only by a majority vote of those voting on a written ballot made available to all Faculty members who have the right to vote.
7. The Chairperson of each Faculty Meeting shall be the highest ranking member of the Faculty Council present at the Faculty Meeting.
8. Proposals for agenda should be forwarded to the Chairperson of the Faculty Council as far in advance of the meeting as possible.
9. The meetings shall be held under Robert's *Rules of Order* (Latest Edition).

PART TWO

RANKS OF THE FACULTY

Faculty members in an academic department hold one of the ranks listed below. The criteria herein stated are generalized guidelines pertaining to advancement in rank. It is understood that criteria attached to lower ranks apply, usually with added force, to higher ranks. The criterion for tenure is found in PART THREE, Section IV., D.

FACULTY RANKS

I. INSTRUCTOR

Ordinarily the rank of instructor is given to a new member of the Faculty, especially if serving for the first time on a full-time appointment at the university level. An excellent scholastic record must be joined to the traits of personality and character befitting a teacher and student adviser, with both qualifications confirmed by recommendations from qualified sources. An instructor in course toward the doctorate or its equivalent remains an instructor at least until advanced to candidacy for the degree. If the terminal degree or equivalent has been received, the new instructor may be promoted to an assistant professorship as soon as qualifications for the higher rank are apparent.

II. ASSISTANT PROFESSOR

The appointee to the rank of assistant professor possesses the doctorate, equivalent training, or verified doctoral candidacy. Appointment to this rank may be accorded to a person who has progressed but little beyond the terminal degree or other postgraduate professional certification characteristic of the discipline, but such an appointee is expected to show superior potential for teaching, advising, research, and other scholarly activities that constitute a substantial basis for at least average progression in the field.

III. ASSOCIATE PROFESSOR

Appointment as an associate professor involves, in comparison with lower ranks, a more searching scrutiny of the qualifications of the candidate and assurance that peers, colleagues, and superiors recognize mature professional and personal development. In general, the standards for this rank differ from those for the professorship in degree rather than in kind, and the appointment to it is conferred only if the sponsoring department is confident that the member clearly has the potential to achieve a professorship. A minimum of five years experience in the rank of assistant professor is expected, although for extraordinary merit three years in the lower rank may be accepted. The doctorate or equivalent is required. For

sufficient reason an appointment as associate professor may be tendered to a new Faculty member transferring from another institution. Promotion to associate professor does not imply conferral of tenure. For tenure process and criterion, see PART THREE, Section IV., D.

IV. PROFESSOR

Appointment to the rank of professor recognizes an advanced degree of professional and personal maturity accompanied by a record of outstanding accomplishment in teaching, scholarship, and general service to the needs of the University. In general, the professorship is reserved for those persons who have attained the stature of leaders in the academic community and whose presence on the Faculty adds to the prestige of the University. It presupposes normally a minimum of five years experience as an associate professor at this University. For sufficient reason an appointment as professor may be tendered to a new Faculty member transferring with a record of distinguished service from another institution.

PART THREE

RIGHTS AND RESPONSIBILITIES OF THE FACULTY

I. PROFESSIONAL RESPONSIBILITIES OF THE FACULTY

A member of the Faculty has the responsibility of devoting time, appropriate skills, thought, and energy to the service of the University. No member of the Faculty may accept an outside teaching appointment during the fall or spring semesters or engage in any other continuing activity which would interfere with responsibilities to the University.

A. Student Counseling

A Faculty member should provide opportunity for students to seek advice through regular office hours and appointments and should be prepared to give competent and sympathetic advice.¹²

B. Departmental Responsibilities

The Faculty member in a department shares cooperatively the total assignment of the department in teaching, advising, and administrative activities, participates actively in departmental meetings, and follows University and departmental practice in respect to coverage of subject matter, syllabi, laboratory and outside assignments, grading, absences, office hours, and the like.

C. University Responsibilities

A Faculty member also has obligations to the University as a whole, such as observance of University regulations, attendance at commencements, meeting deadlines for grading and contracts, and assisting the University by such activities as serving on committees,¹³ participating in public relations projects, aiding in recruiting Faculty and students, and speaking before outside groups.

D. Professional Development

A Faculty member should strive to grow in teaching and other professional competencies by sound scholarship and appropriate additional activities

¹² See Appendix I.3 for an interpretation of this part of the Faculty Handbook.

¹³ See Appendix I.10 for an interpretation of this part of the Faculty Handbook.

such as research, publication of articles or books, consulting and similar services, conducting workshops, and participating in professional society activities, whether these are undertaken as an explicit part of, or as merely implied by, the Faculty contract. The Faculty member should stay abreast of scholarly literature and maintain membership in at least one professional society in the member's field.

E. Service Load

The normal service load of ranked Faculty during the Academic Year is a combination of twelve credit hours of teaching per semester with additional duties such as counseling, committee service, departmental activities, and thesis or essay direction. Due allowance will be made by the departmental chairperson, with the approval of the appropriate dean and the Academic Vice President, for the following: student load, number of preparations, type and level of course, research, essay and thesis direction, laboratory supervision, cocurricular activities, administrative duties and the like. If the time required by such activities is sufficiently great, the teaching service assignment will be reduced, either continuously or periodically, to produce an equitable service load.

F. Community Relations

The University's obligation to the community is met in part by the participation of its individual Faculty members in civic activities.

G. Guest Lecturers and Speakers

1. The University encourages guest speakers who will deepen and broaden students' knowledge.
2. In a case where a guest is invited to speak to a single class or to an intra-University audience, the matter is the responsibility of the Faculty member concerned. The Faculty member should notify the appropriate departmental chairperson or chairpersons.

H. Substitute Teachers

Faculty members are expected to conduct assigned classes. Emergency substitutions of teachers from regular staff members may be made by the chairperson without prior approval, but in general, the dean should be kept apprised of all absences from regular teaching assignments and the causes thereof.

II. FACULTY RIGHTS

The rights of Faculty in active and visiting status include, but are not limited to, those listed in this section.

- A. Faculty members in academic departments have a right to be consulted on departmental matters, e.g., library purchases, departmental policies, employment of new Faculty in the department, assignment of Faculty to the Department, and especially the appointment of the departmental chairperson.
- B. A Faculty member has the right to choose, in consultation with appropriate colleagues, textbooks, materials, and methods for courses taught by the Faculty member.
- C. A Faculty member has the right to serve as a Faculty representative, if selected and qualified (see PART ONE, Section III).
- D. The Faculty has the right to representation on University committees and bodies. Implementation of this right, currently, is as set forth in Appendix C. Greater than minimum representation may often be desirable and nothing herein prohibits such an increase. Details of terms, elections, appointments, reports to the Faculty, etc., will vary from committee to committee; therefore, it shall be the duty of the Faculty Council, in consultation with the administration and relevant Faculty, to determine such details.
- F. The Faculty has the right to have Faculty members who are not officers of the administration actively involved in the planning process of the University as representatives of the Faculty.
- F. The Faculty has the right to have Faculty members who are not officers of the administration serve, as representatives of the Faculty, on any group which assumes the responsibility for recommending that the President announce that financial exigency exists or is imminent.
- G. The Faculty has the right to receive annually a report in writing and in person from the Vice President for Finance concerning the present and the projected financial health of the University.

III. ACADEMIC FREEDOM AND RESPONSIBILITY

According to the Second Vatican Council, the Catholic Church “seeks in a systematic way to have individual branches of knowledge studied according to their own proper principles and methods, and with due freedom of scientific investigation. She intends thereby to promote an ever deeper understanding of these fields, and as a result of extremely precise evaluation of modern problems and inquiries, to have it seen more profoundly how faith and reason give harmonious witness to the unity of all truth.”¹⁴¹

John Carroll University subscribes to the *1940 Statement of Principles on Academic Freedom and Tenure* adopted by the Association of American Colleges and the American Association of University Professors, which reads as follows:¹⁵²

“The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

“Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom of learning. It carries with it duties correlative with rights.

“Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

¹⁴¹ “Declaration on Christian Education,” #10, *The Documents of Vatican II*, Walter M. Abbott, S.J., editor, Guild Press, 1966, p. 648.

¹⁵² The governing bodies of the associations, meeting respectively in November 1989 and January 1990, adopted several changes in language in order to remove gender-specific references from the original text.

“Academic Freedom”

“(a) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

“(b) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

“(c) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

“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 cause¹⁶ or under extraordinary circumstances because of financial exigencies.

“In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions

¹⁶ The 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.

of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that the new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges and should have the opportunity to be heard in his or her own defense by all bodies that pass judgment upon the case. The teacher should be permitted to be accompanied by an adviser of his or her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from the teacher's own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

(5) Termination of a continuous appointment because of financial exigency should be demonstrably *bona fide*."

In application of the foregoing statement to John Carroll University, intelligent analysis and discussion of Catholic dogma and official pronouncements of the Holy See on issues of faith and morals are encouraged. However, continued open advocacy in the classroom or in assigned University activities, of viewpoints which contradict explicit principles of Catholic faith or morals is opposed to the specified aims of this University. Scholarly publications are not considered University activities within the meaning of this section unless the publication is an official University publication. The Faculty member shall be entitled to a fair warning.

Such warning shall be in writing, by the President, and shall include a full list of particulars.

IV. TENURE

- A. Tenure is a continuing contractual relationship between a Faculty member and John Carroll University whereby full-time employment is guaranteed for every Academic Year from the time of conferral until tenure ceases.
- B. The purpose of appointment with tenure is to promote and to safeguard freedom of investigation and freedom of exposition. Such appointment is open only to Faculty on active status or on leave and normally only to members of the Faculty engaged in academic study and instruction, or serving as professional librarians; it is open to officers of the administration only when they hold concurrently one of the Faculty ranks, in which case tenure will not apply to their administrative positions.
- C. There are factors which influence the availability of tenure. Among these are: the economic situation of the University, and the future prospects of the department in terms of enrollment growth or decline and program changes.
- D. The intrinsic criterion for granting tenure is some suitable combination of excellence in teaching, the scholarship it entails, and service to the University, with primary emphasis placed on teaching and scholarship. Each department will establish and have approved by the Academic Vice President written standards and procedures for tenure and for meeting at least annually with candidates to review their progress.¹⁷ This review will be separate from the annual Faculty evaluation process (Part Four, Section II). Department procedures are to be consistent with University tenure procedures and guidelines which have been approved by the Faculty and promulgated by the President (Appendix J).¹⁸
- E. Tenure is conferred by authorization of the Board of Directors. However, explicit citation of tenure is not required in the contract for the year when tenure begins, or thereafter. If tenure has not yet been explicitly conferred, then it is conferred upon Faculty who are professional librarians or whose initial rank at John Carroll University is that of instructor or assistant professor so as to take effect at the beginning of the eighth Academic Year of full-time service at John Carroll University as a professional librarian or ranked Faculty member, and upon Faculty whose initial rank at John Carroll University is that of associate professor or professor so as to take effect at the beginning of the fifth Academic Year of full-time service at John Carroll

¹⁷ See Appendix Ic.2.

¹⁸ As amended (10/19/94). See Appendix L.1.

University as a ranked Faculty member.¹⁹ Tenure may be granted sooner at the discretion of the Board of Directors as communicated by the Academic Vice President. It is understood that anyone on tenure prior to the adoption of these requirements and procedures remains on tenure.

- G. Of the seven years required before the automatic conferral of tenure upon Faculty who are professional librarians or whose initial rank at John Carroll University is that of instructor or assistant professor, a maximum of three years at other institutions will be counted on condition that it be full-time service and equivalent in professional character to the Faculty member's service at John Carroll University.²⁰
- H. 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 (as defined below); because of financial exigency or budgetary hardship²¹; or; 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.
- I. The influence of leaves of absence on tenure and on progress toward tenure is described in PART FOUR, Section VI.
- J. The special circumstances attached to termination of tenure are set forth in PART FOUR, Section V.
- K. If a nontenured Faculty member who is a professional librarian or whose initial rank at John Carroll University is that of instructor or assistant professor is not to be continued beyond the seventh year of the probationary period (as defined in Sections IV., E and IV., F above), or if a nontenured Faculty member whose initial rank at John Carroll University is that of associate professor or professor is not to be continued beyond the fourth year of the probationary period, notice to that effect shall be given at least one year before the end of the probationary period and preferably at the normal contract issuance time.
- L. Tenured appointments are held continuously in accordance with the provisions of this Handbook, and such appointments are not contingent upon issuance of annual renewals or contracts. Members of the Faculty who have tenure are notified in writing at normal contract issuance time about salaries, changes in rank, and other conditions of service for the next Academic Year. They are expected to give written response within six weeks after such notification. In no case shall the rank or salary of a tenured

¹⁹ See page 15 (a).

²⁰ See page 15 (2), and Appendix Ic.2.

²¹ This change was made by the Board of Directors in Mar. 2021 after the following vote of Faculty Jan. 21-27, 2021 13 For, 120 Against, 1 Abstain.

Faculty member be reduced except by mutual agreement or as part of a general reduction of salaries to avoid reaching the point of financial exigency or to avoid reaching the point of budgetary hardship., nor shall the salary of a tenured Faculty member be reduced except as part of a general reduction of salaries to avoid reaching the point of financial exigency.^{22²³}

²² See Appendix I.6 for an interpretation of Faculty Handbook.

²³ Changes made by budgetary hardship amendment of the Board of Directors in Mar. 2021 in opposition of a Faculty vote in Jan. 2021: 13 For, 120 Against, 1 Abstain.

PART FOUR
PERSONNEL POLICIES

I. APPOINTMENTS

A. Policy on Equal Employment Opportunity

In keeping with its traditions, John Carroll University maintains and enforces a policy of equal opportunity.

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.

B. General Conditions for Full-Time Service

1. An appointment is deemed to be consummated upon issuance by the University of its commitment and the receipt by the University of a written statement of acceptance within the time limitation specified in the notice of appointment. (See Appendices D and E for standard forms.)²⁴
2. Every new appointment is made in writing and must be in accordance with the provisions of this Handbook.
3. Reappointments of Faculty serving on full-time teaching contracts are issued by the Academic Vice President on March 15,²⁵ and

²⁴ See Appendix I.7 for an interpretation of this part of the Faculty Handbook.

²⁵ As amended May 16, 2007. See Appendix L.4.

acceptance of them is due within six weeks after issuance.²⁶ Any other exception to the March 15 date must have the written consent of the University and the Faculty member.

4. Appointments of Faculty serving full-time on other than full-time teaching contracts are negotiated on an individual basis. Such appointments shall not interrupt either rank or tenure. Progress toward promotion while serving on such contracts is subject to negotiation.

II. ANNUAL FACULTY EVALUTION, TENURE, AND PROMOTION PROCESSES²⁷

A. Annual Faculty Evaluation Process

Each full-time Faculty member in an academic department is evaluated annually to determine the person's salary for the next Academic Year. The Faculty member completes a self-evaluation each Fall using the format distributed by the Office of the Academic Vice President.²⁸ The Faculty member submits the self-evaluation to the departmental chairperson by the deadline set forth by the Academic Vice President for the given year. The chairperson reviews the Faculty member's performance, and during a private conference discusses this performance with the Faculty member. Each chairperson sends both the self-evaluation and his/her recommendations to the respective dean or deans (in the case of graduate programs) by the date set forth by the Academic Vice President for the given year. The respective dean meets with the department chairperson and assesses the performance of each Faculty member within his/her college/school and makes a recommendation for salary to the Academic Vice President.

Professional librarians undergo a similar evaluation process through the Director of the Library and the Academic Vice President.

The self-evaluations of the chairpersons are reviewed by the respective dean or deans. The dean takes note of the chairperson's dual responsibilities: those of a teaching Faculty member and those of an administrator. The appropriate dean reviews the chairperson's performance and discusses this with the chairperson in a private conference. This dean assesses the performance of the chairperson and makes a recommendation for salary to the Academic Vice President. The Director of the Library is reviewed by the Academic Vice President.

²⁶ See Appendix I.7 for an interpretation of this part of the Faculty Handbook.

²⁷ As amended (5/16/2007). See Appendix L.4.

²⁸ See Appendix I.11 for an interpretation of this part of the Faculty Handbook.

The Academic Vice President reviews all of these recommendations and meets with the deans and the Director of the Library to note concurrence or to discuss and resolve differences. The dean notifies the chairperson of the final salary decisions in that department. The reaction of the chairperson to the proposed contract adjustments may be given further consideration by the deans and Academic Vice President. The Academic Vice President has responsibility for final decisions regarding the next year's salary.

This process is normally completed by early March; contracts are mailed to the Faculty not later than March 15.

The chairperson's recommendations concerning any Faculty member may be examined by that Faculty member. Similarly, the comments and recommendations made by the dean in the evaluation of a chairperson may be examined by the one so evaluated.

Appeals from the decision of the Academic Vice President may be made, normally prior to the final date for signing the contract. The appeal process begins with the Faculty member notifying the departmental chairperson or the Director of the Library and the deans of an appeal on the salary decision. Subsequently, a meeting of the Faculty member, the departmental chairperson or the Director of the Library, and the academic deans is held to review the decision in question. Then the deans make a recommendation on the matter involved, sending their recommendation to the Academic Vice President for decision. Results of this appeal are communicated to the Faculty member and the chairperson by the Academic Vice President.

As described in Part Four, Section IV, the line of further appeal within the University is as follows: the Faculty Grievance Committee, the President of the University, and the Board of Directors.

B. Tenure Process

Each untenured Faculty member on active or on leave status is reviewed annually by the department's Tenure Committee to determine the person's progress toward tenure. Untenured library Faculty members are reviewed by the library's Tenure Committee. This is done in accordance with the procedures and guidelines presented in Appendix J.

In all years but that of the mid-term review and the tenure decision, the annual report of the departmental Tenure Committee is forwarded to the respective dean and that of the Library Tenure Committee to the Graduate Dean. The respective dean responds to the Tenure Committee according to the guidelines in Appendix J.

In the years of the mid-term review and of the tenure

decision, copies of the candidate's tenure dossier and the department or library Tenure Committee's recommendation and report are forwarded to the University Tenure & Promotion Committee (UTPC) and to the respective dean who shares them with the Committee of Academic Deans (COAD). The COAD makes its recommendation to UTPC. The UTPC makes its recommendation to the Academic Vice President (AVP). The AVP has responsibility for final decisions in matters of tenure. Final tenure decisions are completed, and written notification is provided to candidates by the deadline noted in Appendix J.

The criterion for tenure is given in Part Three, Section IV.D. University guidelines, procedures, and notification for continuance are given in Appendix J. For termination of contract by nonreappointment of nontenured Faculty see Part Four, Section V. D.

Appeals from the decision of the AVP may be made, normally initiated within thirty days. The appeal process begins with the Faculty member notifying the departmental chairperson or the Director of the Library, the department or library Tenure Committee chair, the UPTC chair, and the COAD of an appeal. Subsequently, a meeting of the Faculty member, the departmental chairperson or the Director of the Library, the department or library Tenure Committee chair, the COAD, and the UPTC chair is held to review the decision in question. Then the COAD and UPTC make a recommendation on the matter involved, each sending their recommendation to the AVP for decision. Results of this appeal are communicated to the Faculty member and the department chairperson or Director of the Library by the AVP no later than the date on which contracts are to be signed by faculty.

As described in Part Four, Section IV, the line of further appeal within the University is as follows: the Faculty Grievance Committee, the President of the University, and the Board of Directors.

C. Promotion Process

The criteria for promotion are given in the description of Faculty Ranks in Part Two of this Handbook. Each department will establish and have approved by the Academic Vice President written statements on procedures and standards for promotion. Department procedures are to be consistent with University promotion policy, procedures, and guidelines approved by the Faculty and promulgated by the President (Appendix K).

Each Faculty member is evaluated by the department or library Promotion Committee in the year the person comes up for promotion. Copies of the candidate's promotion dossier and the department or library Promotion Committee's recommendation and report are forwarded to the University Tenure

& Promotion Committee (UTPC) and to the appropriate dean, who shares them with the Committee of Academic Deans (COAD). The COAD makes its recommendation to the University Tenure & Promotion Committee (UTPC). The UTPC makes its recommendation to the AVP. The AVP has responsibility for final decisions in matters of promotion. Promotion decisions are completed, and written notification is provided to candidates according to procedures noted in Appendix K.

Appeals from the decision of the AVP may be made, normally initiated within thirty days. The appeal process begins with the Faculty member notifying the departmental chairperson, the Department Promotion Committee chair, the COAD, and the UTPC chair of an appeal. Subsequently, a meeting of the Faculty member, the departmental chairperson, the Department Promotion Committee chair, the COAD, and the UTPC chair is held to review the decision in question. Then the COAD and UTPC make a recommendation in turn on the matter involved, each sending their recommendation to the AVP for decision. Results of this appeal are communicated to the Faculty member and the department chairperson by the AVP no later than the date on which contracts are to be signed by faculty.

As described in Part Four, Section IV, the line of further appeal within the University is as follows: the Faculty Grievance Committee, the President of the University, and the Board of Directors.

III. DISCRIMINATION GRIEVANCE PROCEDURES²⁹

When a Faculty member feels that he or she has been discriminated against because of any of the individual characteristics in Part Four, Sec. I, A., the following procedures shall be employed. To the extent possible, the confidentiality of information provided by all individuals involved in these procedures will be maintained. Nothing herein, and in Section IV following, precludes an aggrieved Faculty member from seeking satisfaction through the courts of the State of Ohio or of the United States prior to, or at any stage of, the grievance procedure.

The Faculty member (“Aggrieved Party”) shall first contact the member of the Faculty, administration, or staff against whom the grievance is directed, normally within thirty days of the alleged discrimination, and attempt to resolve the matter with that individual (“Charged Party”). If the matter cannot be satisfactorily resolved in this manner, the Aggrieved Party shall submit to the University’s Affirmative Action/Equal Employment Opportunity Coordinator for Faculty Positions (“Coordinator”), in writing, a description of the grievance, a statement of the redress sought, and a summary of the attempts which have been made to resolve the matter. The Coordinator will then inform the Charged Party that the Aggrieved

²⁹ As amended (11/15/2012). See Appendix L.5

Party had submitted a written statement. Normally within fourteen days of being so informed, the Charged Party shall also submit to the Coordinator a written statement describing the allegedly discriminatory incident(s) and the attempts made to resolve the matter.

Upon the receipt of written statements from both the Aggrieved Party and the Charged Party (collectively, “Principal Parties”), the Coordinator shall promptly make an investigation and seek such information as he or she deems necessary. If the Coordinator determines that the grievance is specious, frivolous or otherwise unwarranted he or she shall so inform both Principal Parties. If the Coordinator determines that the grievance is warranted, the Coordinator shall attempt to mediate between the Principal Parties. The Coordinator, shall complete this determination and mediation, and shall report the results in writing to the Principal Parties, normally within fourteen days after receiving the written statement.

If either Principal Party is not satisfied with the outcome of the Coordinator’s efforts,³⁰ he or she may pursue the complaint within fourteen days by so informing the Coordinator, who will then ask the Chairperson of the Faculty Council to assemble a Grievance Committee under the procedure set forth in Part One, Section IV., C. The Faculty Council will form a Grievance Committee by drawing lots from the Faculty Grievance Pool, after excluding any pool members who are principals in the matter. If any one of the members of the Grievance Committee believes that some serious reason will prevent proper participation on the Grievance Committee and if a majority of the others agrees, then a replacement will be chosen by lot from the same pool. The Aggrieved Party and the Charged Party shall each have the right to a peremptory challenge of one member of the Committee,³¹ substitutes to be chosen by lot. All members of the Committee shall be present at each hearing. The Coordinator shall sit with the Committee in an advisory capacity as a non-voting member of the committee. The dissatisfied party then presents evidence and arguments at hearings scheduled by the Committee. Both the Aggrieved Party and the Charged Party shall have the right to bring witnesses to testify on his or her behalf. The inquiry should proceed to a conclusion with reasonable promptness.

The Committee shall have access to whatever information it considers necessary, provided that the information does not violate confidentiality or the rights of others. All records of Committee proceedings shall be confidential and shall remain in the custody of the Coordinator.

The Committee shall present its findings and recommendations to the Academic Vice President and to both Principal Parties within fourteen days of the conclusion

³⁰ See Appendix I.5 for an interpretation of this part of the Faculty Handbook.

³¹ See Appendix I.5 for an interpretation of this part of the Faculty Handbook.

of the Committee hearings. The Principal Parties may submit to the Academic Vice President written comments about the Committee's findings and recommendations within fourteen days after the Committee presents its findings and the recommendation, after which time and with reasonable promptness the Academic Vice President shall make a final judgment. If the Academic Vice President's judgment is different from that of the Committee, the Academic Vice President shall state, in detail, the reason for his or her judgment to the Committee and Principal Parties. If the Academic Vice President is the charged party, the Committee's findings and recommendations shall go to the President of the University, who shall act in the stead of the Academic Vice President.

Upon the request of either Principal Party or of any other member of the Faculty, administration, or staff directly affected by the decision of the Academic Vice President, the President of the University may, but need not, elect to review the judgment of the Academic Vice President. If the President does elect to review the Academic Vice President's judgment, the decision which the President makes shall be the final University position.

Notwithstanding the above provisions, if at any time it appears that the complaint raises issues which must be decided by the Board of Directors of the University, the President shall refer the matter to the Board of Directors, whose decision shall be the final University position.

Finally, the Committee will notify the Faculty through the Faculty Council that its charge has been completed. To the extent it would not undermine or be inconsistent with the confidentiality requirement described above, the Committee may also, if it deems desirable, include in its report to the Faculty recommendations about procedural matters and other general policy matters raised by the investigation.

Access to University counsel shall be available for the Grievance Committee for all its actions and deliberations. The expense of this counsel shall be borne by the University.

IV. ADDITIONAL GRIEVANCE PROCEDURES³²¹

If a Faculty member has a serious grievance not involving discrimination (provided for in Part Four, Section III) or termination of contract by dismissal for cause (provided for in Part Four, Section V., H.), and if all other avenues of appeal have been exhausted short of the President, then the following procedures shall be employed.

The Faculty member will submit to the Chair of the Faculty Council: (1) a written request that a Grievance Committee (see Part One, Section IV., C.) be formed, and

³²¹ As amended (2/23/99). See Appendix L.3.

(2) a sealed written statement of the grievance and the outcome desired. The Faculty Council will form a Grievance Committee by drawing lots from the Faculty Grievance Committee Pool. The Chair of the Faculty Council will convene the Grievance Committee and forward to it the Faculty member's sealed statement. If any one of the members of the Grievance Committee believes that some serious reason will prevent proper participation on the Grievance Committee and if a majority of the others agrees, then a replacement will be chosen by lot from the same pool.

A preliminary task of the Grievance Committee is to decide whether the grievance is warranted and to identify and eliminate from consideration specious, frivolous, and otherwise unwarranted appeals. Examples of aggrievable issues include, but are not limited to, those involving salary, promotion, tenure, terms of appointment, issuance of contract, notification of terms of appointment, and Faculty rights. If the Grievance Committee decides to hear the grievance, then it will apprise the charged party of the grievance and will inform both the faculty member who brought the grievance and the charged party about ensuing procedures. It will also inform the Academic Vice President that the grievance is being heard. The Grievance Committee will then hold an inquiry to effect an adjustment between the parties concerned. This inquiry should be informal, that is, without rigorous procedures, inflexible agenda, and inconvenient protocol, and should proceed to a conclusion with reasonable promptness. It should also be confidential in the sense that appropriate secrecy should be observed with respect to details of the inquiry, such as documents, interviews, meetings, and evidentiary materials likely to hurt or embarrass principals in the case.

If the Grievance Committee fails to effect an adjustment, then it is to submit to the President a written report which is to include its findings, its recommendations and the reasons underlying them, so that the President has a clear idea of the background and rationale of the Committee's determinations. The Grievance Committee also should promptly send to both the Faculty member who brought the grievance and the charged party copies of its report to the President. The President will inform the Grievance Committee and the parties concerned of the President's decision and the rationale for the decision. The decision of the President is the final University position in all cases except those which the Board of Directors chooses to consider.

Finally, the Committee will notify the Faculty through the Faculty Council that its charge has been completed and whether it had effected an adjustment between the parties or had submitted its report to the President. To the extent it would not undermine or be inconsistent with the confidentiality requirement described above, the Grievance Committee may also, if it deems desirable, include in its report to the Faculty recommendations about procedural matters and other general policy matters raised by the investigation. A record of the Grievance Committee's proceedings should be sealed and housed in the University Archives.

Access to University counsel shall be available for the Grievance Committee for all its actions and deliberations. The expense of this counsel shall be borne by the University.

V. TERMINATION OF CONTRACT

The contract of a Faculty member is terminated either by retirement or by separation from the Faculty position. Such separation occurs only by 1) resignation, 2) by mutual agreement, 3) by nonreappointment, 4) because of the discontinuance of a department or program, (as listed on the University's Programs webpage, and updated from time to time, including without limitation: majors, minors, emphases, certifications, concentrations and programs), 5) because of financial exigency, or budgetary hardship, 6) 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 7) by dismissal for cause.³³

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 in the discretion of the department chair 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.

The following privileges are preserved by each retired member of the Faculty:

1. use of the library
2. subject to availability, an office, research space, and other resources normally made available to active members of the Faculty member's department
3. appropriate listing in University bulletins and other publications.

Certain benefits are also preserved by each retired Faculty member. Among these are:

³³ Edits made as part of amendments proposed and approved by Board of Directors in Mar. 2021 over a Faculty vote in Jan. 2021: 13 For, 120 Against, 1 Abstain.

1. tuition benefits of the Faculty
2. purchase of hospitalization and medical insurance at the University's group rate, but at the expense of the retiree unless age sixty-five or older. If age sixty-five or older, then, upon enrollment in Medicare Parts A and B, Faculty retirees may elect University-sponsored group supplemental medical and prescription drug insurance at the University's group supplemental rate, but at the expense of the retiree³⁴
3. discount purchasing at the bookstore and on orders placed through the Purchasing Office
4. paid-up group life insurance of \$1,000.

B. Termination of Contract by Resignation.

Resignation is separation from the Faculty at the initiative of the Faculty member. Notification of resignation ought to be early enough to obviate embarrassment to the University, the length of time necessarily varying with the circumstances, but normally at least four months before the effective date of resignation.

C. Termination of Contract by Mutual Agreement.

A contract is said to be terminated by mutual agreement when termination occurs before the original end of the term of appointment, with the concurrence of the University and the Faculty member.

Contracts between the University and its Faculty members may be terminated at any time by mutual agreement.

D. Termination of Contract by Nonreappointment of Nontenured Faculty.

Nontenured Faculty members are to receive, in writing from the Academic Vice President, notice of nonreappointment, or of intention not to reappoint, and the reasons for nonreappointment. This will be done in accordance with the following schedule:

1. at least three months in advance of the expiration of an initial one-year appointment
2. at least six months in advance of the expiration of an appointment that expires at the end of the second year of service
3. at least twelve months before the expiration of an appointment after

³⁴ As amended (8/30/2013). See Appendix L.5, and Ic.1.

the second Academic Year of service at the University.

- E. Termination of Contract because of the Discontinuance of a Department or Program.

Termination of contract because of the discontinuance of a department or program means the termination of an appointment with continuous tenure or of a term appointment before the end of the specified term as the result of *bona fide* formal discontinuance of a program or department of instruction when not mandated by financial exigency. In these instances, efforts shall first be made to relocate each affected Faculty member within the University. Notification in writing shall be given to each affected Faculty member at least twelve months before the date of termination.

Within three years of the discontinuance, if substantially the same department or program is reinstated, whether under the same or a different name, then each released Faculty member must be offered reinstatement and given a reasonable period of time in which to accept or decline the offer.

- F. Termination of Contract because of Financial Exigency or Budgetary Hardship³⁵

The termination of an appointment with continuous tenure or of a term appointment before the end of the specified term may occur 1) because of a publicly demonstrated *bona fide* financial exigency as declared by the Board of Directors, or 2) the Board of Directors' determination of budgetary hardship.

i. FINANCIAL EXIGENCY

Financial exigency is defined as an imminent financial crisis which, in the opinion of the Board of Directors, based upon reliable projections of the University's financial officers, threatens the survival of the University as a whole ~~and which cannot be alleviated by less drastic means than the termination of contracts of tenured Faculty members.~~ Financial exigency involves an immediate fiscal emergency that has two characteristics: 1) being long-term in nature, promising to persist by all reasonable projections into the foreseeable future; and 2) threatens its very survival. Financial exigency requires the University to provide notice to the U.S. Department of Education and University accreditors, and to develop a teach-out plan for

³⁵ See original text agreed to by Faculty and Board of Directors on pages 121-123. New text is from amendments proposed and approved by Board of Directors in Mar. 2021 over a Faculty vote in Jan. 2021: 13 For, 120 Against, 1 Abstain.

affected students. The Board would declare financial exigency only when it is determined that the University is unlikely to survive and in such instance, if closure is deemed avoidable, certain University academic programs would need to wind down and then cease. To represent and protect the interests of the Faculty, the following procedures shall be carried out:

1. Designated Faculty , other than officers of the administration , serve as representatives of the Faculty on University established committees/task forces (i.e. University Committee on Resource Allocation or University Budget Committee) which assume the responsibility for recommending that the President announce that financial exigency either exists or is imminent. In any such announcement, the President shall report the recommendations of such committees/task forces, the administration’s attempts to pursue all feasible alternatives (for example, less radical retrenchments), as well as relevant supporting evidence of the exigency which is at least imminent. Any recommendation that financial exigency exists will be presented by the President to the Board of Directors.
2. Once financial exigency is declared by the Board of Directors, the judgments determining where within the overall academic program termination of appointments should occur will be initially recommended by the Faculty through a cross-departmental committee elected, within 3 business days of financial exigency determination, by the Faculty Council for this purpose.
3. The designated Faculty committee also will recommend the criteria for identifying the individuals whose appointments are to be terminated. Factors to be considered in determining these criteria should include such items as tenure, rank, years of service, and unique contributions to the University’s programs.
4. The Provost & Academic Vice President has the responsibility for identifying the individuals whose appointments are to be terminated. Such employment decisions will not be subject to appeal.
5. Notice of termination of appointment of a Faculty member because of financial exigency shall be as indicated in the following schedule:
 - a. prior to or during the second full Academic Year of appointment, no later than three months before termination
 - b. after completion of the second full Academic Year of appointment, no later than six months before termination.

Any portion of the period of notice of termination may be replaced by payment of the normal salary with applicable fringe benefits for that portion.

~~ii. In all cases of termination of appointment because of financial exigency, the place of the Faculty member concerned will not be filled by a replacement within a period of three years, unless the released Faculty member has been offered reinstatement and a reasonable time in which to accept or decline it.~~
BUDGETARY HARDSHIP

1. Annually and prior to any Board determination of budgetary hardship by the Board of Directors, representatives from the Finance Committee of the Board of Directors, the President, the Provost/Academic Vice President, the Vice President for Finance & Administration (and other University administrators as appointed by the Board or President) will review with the Faculty Council Chair and the University Committee on Resource Allocation (UCRA) (or equivalent group to be determined by the Board of up to four (4) Faculty members with appropriate financial or other relevant backgrounds) (hereinafter collectively “the University Budget Review Committee”) a projected operating statement and liquidity analysis for the subsequent (3) three fiscal years (the current year and the next two fiscal years), which are reconcilable to the most recent fiscal year GAAP financial statements with appropriate assumptions and excluding material one-time gains and losses.
2. The Board of Directors may adopt a resolution to address budgetary hardship in cases where operating losses and financial instability exist and the Board determines, following consultation with the Vice President of Finance & Administration, that action is needed and in the best interests of the University to restore financial stability and implement the University strategic plan. Such demonstrated budgetary hardship exists when any of the following occur:
 - (1) The University forecasts a continuing operational budget shortfall without extraordinary cost-cutting measures and/or windfalls for a period of three (3) or more fiscal years (the current year and next two fiscal years) such that the projected operational budget shortfall equals a cumulative loss of at least 6% of net revenues, provided however, if the liquidity ratio is below 1 (defined as unrestricted net assets over debt), budgetary hardship is triggered at a cumulative forecasted loss of 3% rather than 6% for the same three-year period; and/or
 - (2) external factors beyond the reasonable control of the University that may place the University in a position of not being able to meet financial standards mandated by the U.S. Department of Education or the University’s regional accreditor.
3. Upon a Board determination of budgetary hardship, the Board will request that the President submit within at least sixty (60) calendar days

of the determination a plan to implement permanent cost savings sufficient to 1) eliminate the forecasted loss by the third year and 2) permanent and temporary cost savings to reduce the losses in the first and second years by at least 50% (hereinafter referred to as “Cost Savings Targets.”). The President will determine the amount of permanent and temporary cost savings to be targeted by area (i.e. academic, staff and administration, non-personnel expenses etc.), typically based on the proportion of operating expense by area except the President may, in the President’s discretion, adjust these targets as appropriate for reasons disclosed to and reviewed by the University Budgetary Review Committee prior to President’s submission of the plan to the Board.

4. As it relates to the Cost Savings Targets for academics, the Provost/Academic Vice President and Deans shall identify both permanent and temporary cost savings opportunities not related to eliminating tenured positions for each of the three (3) fiscal years subject to review (i.e. academic operating expenses, part-time or adjunct faculty use, faculty-related expenses, salary reductions for faculty taking into consideration decisions made by the University for salary reductions as part of a general reduction in employee salaries as provided for under Part Three, Section IV.K). Within fifteen (15) calendar days of receipt of the Cost Savings Targets from the President, the Provost/Academic Vice President will finalize this list of cost savings and forward the proposals to the President.
5. If such identified temporary and permanent cost savings, in the judgment of the President, are not feasible and/or do not meet the Cost Savings Targets for academic expenses and teaching resources, the Provost/Academic Vice President will convene the Deans and a Budgetary Hardship Review Committee – consisting of the Provost/Academic Vice President, the Deans, and one (1) appointed faculty member from each College and one (1) faculty member from the University Budget Review Committee - within five (5) calendar days of submission of the list from the Provost/Academic Vice President to the President under #4 above. The Budgetary Hardship Review Committee will review academic and faculty efficiencies and other program review and metrics by department to determine permanent personnel cost savings targets by academic department (e.g. the elimination of faculty positions). The Provost/Academic Vice President and Deans, in consultation with the Budgetary Hardship Review Committee, may propose adjustments to these departmental Cost Savings Targets, with consideration of the need for compensating reductions in other academic departments. The recommendations of the Budgetary Hardship Review Committee must be finalized within fifteen (15) calendar days of being appointed by the Provost/Academic Vice

President. This consultation may occur outside the Academic Year, as defined in this Handbook.

6. The Provost/Academic Vice President, in consultation with the Deans, will consider how teaching resources/faculty positions will be reduced within an identified department. In doing so, the Provost/Academic Vice President will make good faith efforts to prioritize the following order for faculty terminations: first terminating part-time faculty, then non- tenured faculty, and then lastly tenured faculty. In making recommendations for termination of tenured faculty, the Provost/Academic Vice President will generally consider relevant factors such as years of service; rank; student course and programmatic needs and interests; and/or unique contributions to the department and the University and its programs. The finalization of the recommendations of faculty terminations by department due to budgetary hardship must be completed within fifteen (15) calendar days of the finalized recommendations under step no. 5 above.
7. The Provost/Academic Vice President will present the finalized recommendations regarding academic departments/programs and employment of Faculty members to the President, who will make final determinations. The final determinations will be presented by the President and/or Provost/Academic Vice President to the Board for approval, disapproval or revision within 120 days of the Board's determination of budgetary hardship. The Board will review the determinations at its next meeting or a special meeting called for this purpose.
8. Following the Board's decision-making regarding the determinations, the President and/or Provost/Academic Vice President will provide notice to affected Faculty members in a manner that will allow them to plan for future academic and employment decisions, as set forth below.
9. While circumstances at hand will dictate the chosen course of action, where appropriate and as determined by the Provost/Academic Vice President, in consultation with the Deans, Faculty members with tenure, rank, years of service, unique contributions to the University's programs, or other factors determined relevant within the discretion of the Provost/Academic Vice President will be given consideration, and the University will make a good-faith attempt to relocate an affected Faculty member to another suitable position within the University where a need exists and for which the Faculty member is qualified.
10. Such employment decisions will not be subject to appeal.
11. Notice of termination of appointment of a Faculty member because of budgetary hardship shall be as indicated in the following schedule:
 - a. prior to or during the second full Academic Year of appointment, no later than six months before termination

b. after completion of the second full Academic Year of appointment, no later than twelve months before termination.

Any portion of the period of notice of termination may be replaced by payment of the normal salary with applicable fringe benefits for that portion.

12. This Section F.ii and the processes it outlines apply exclusively to situations of budgetary hardship. Its provisions and protections, and also those in F.iii below, reflect the unique and central role of Faculty tenure at the University in supporting academic freedom in research, teaching, and service to the University.

iii. A tenured Faculty member whose appointment is terminated for reasons of financial exigency or budgetary hardship will not have such terminated position filled by a full-time replacement within a period of three years, unless the released Faculty member has been offered reinstatement and a reasonable time in which to accept or decline it or has otherwise been employed by the University in a full-time capacity prior to the expiration of the three-year period.

iv. A tenured Faculty member whose appointment is terminated for reasons of financial exigency or budgetary hardship is provided with the following privileges and benefits until the earlier of the 12-month anniversary of termination or the time interval between termination and obtaining full-time employment at the University or an outside employer:

a. tuition benefits of the Faculty under the terms of applicable university policies, and/or

b. purchase of hospitalization and medical insurance at the University's group rate, but at the full expense of the terminated Faculty member, plus any administration fees, unless age sixty-five or older. If age sixty-five or older, then, upon enrollment in Medicare Parts A and B, terminated Faculty members may elect University-sponsored group supplemental medical and prescription drug insurance at the University's group supplemental rate, but at the full expense of the terminated Faculty member, plus any administration fees. This benefit may run concurrently or consecutively with rights the Faculty member may have to continuation of medical coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), and/or³⁶

c. discount purchasing at the bookstore and on orders placed through the Purchasing Office, and/or

- d. use of the library, and/or
 - e. upon request, and subject to availability, an periodic and temporary office, or research space.
 - v. Following a declaration by the active and visiting members Board of financial exigency or a Board determination of budgetary hardship, any steps in the Amendment and Revisions of the Faculty Handbook (Part V) – including Faculty involvement in the process – may occur outside of the Academic Year.
 - vi. The process outlined in this section F. iii is controlling and supersedes any other Handbook language to the contrary regarding the subject matter set forth in the section.
- 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 (as defined below); because of financial exigency or budgetary hardship; or 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.
- H. Termination of Contract by Dismissal for Cause.

Dismissal for cause is defined as the termination of the contract of a Faculty member with tenure, or of a nontenured Faculty member during the term of appointment, for one of the following reasons: professional incompetence, moral turpitude, gross neglect of duty, or continued attack against defined Catholic dogma in the classroom or in assigned University activities. Except in cases of moral turpitude, which may demand immediate action, the Faculty member is entitled to a fair warning. Such warning shall be in writing, by the President, and shall include a full list of particulars.

When there arises such serious or continuing reason to question the fitness of a Faculty member, the appropriate administrative officers will attempt to negotiate a termination on mutually acceptable terms. If an agreement on this basis cannot be reached, then the President will ask the Chairperson of the Faculty Council to assemble a Hearing Committee.

INFORMAL PROCEEDINGS

The Hearing Committee will be composed of three Faculty members drawn by lot from the same pool which provides the membership of the Faculty Grievance Committee (PART ONE, Section IV., C., 3.), excluding anyone

who is a principal in this case. This Committee will choose its own chairperson and will operate informally, although legal counsel will be available to it. The Committee will receive a detailed statement of the allegations, examine the basis for the charges, and gather whatever additional evidence and testimony it deems necessary. The Committee will not pass judgment on the case but only decide if there exists adequate cause to institute formal proceedings, and will so advise the President. Unless the President has further work for the Committee, it will then be dissolved.

If the Committee advises against instituting formal proceedings and the President concurs, the President may ask the Hearing Committee to mediate the disagreement; if the President disagrees with this advice of the Committee, he may still institute formal proceedings. If the advice of the Committee is that formal proceedings be instituted, the President shall take this action.

FORMAL PROCEEDINGS

Formal proceedings shall be carried out consistent with the principles set forth in the 1958 *Statement on Procedural Standards in Faculty Dismissal Proceedings*, promulgated by the Association of American Colleges and the American Association of University Professors. (See Appendix F for the text of this statement.)

At any time, these proceedings may be terminated by mutual agreement of the President and the Faculty member.

Formal proceedings are begun by the President notifying the Faculty member in writing of the intention to terminate the contract and the reasons for this intended action. The President shall then ask the Chairperson of the Faculty Council to assemble a Faculty Board of Review (see PART ONE, Section IV., D.) to recommend whether or not the Faculty member shall be dismissed for the reasons stated. The President provides these six potential Board members with a copy of the notice which was sent to the Faculty member. If any one of them believes that some serious reason will prevent proper participation on the Board, and if a majority of the others agrees, then a replacement shall be chosen from the same pool. Following this, the Faculty member has the right to one peremptory challenge of the six potential Board members, which is exercised through the President. If this right is exercised, a replacement shall be chosen from the same pool. Finally, the President impanels the Board.

The Board determines which of the six shall be the nonvoting alternate, chooses its own chairperson, and determines its own routine operating

procedures. The Board sets the date for the beginning of the hearing and informs both the President and the Faculty member. A written response to the President's statements should be filed by the Faculty member with the Board at least one week before the beginning of the hearing. The presence of the full membership of the Board shall be required for all its actions, including the hearing. Therefore, the alternate shall attend all meetings but shall have no vote unless a vacancy occurs. In the event that a member of the Board is unable to continue or becomes unavailable, the alternate shall become a voting member of the Board. In the event of additional vacancies the Board shall continue to sit without additional replacements.

Throughout the course of the hearing the Faculty member has the right to counsel, the right to hear all testimony, the privilege of examining all evidence, and the opportunity to call and to cross-examine witnesses. A full stenographic transcript of the hearing is kept and is made available to all parties involved. At the conclusion of the hearing, the Board promptly prepares written findings supported by its reasoning together with its recommendation. This report, including a transcript of the hearing, is filed with the President; the recommendation and a transcript of the hearing are given to the Faculty member. Any announcement to the public should be made through the President's office.

The President transmits this report to the Board of Directors. If this body chooses to review the case itself, its review is based on the record to that point, accompanied by the opportunity for argument, oral or written or both, by the principals or their representatives at the hearing. Whether the Board of Directors chooses to review the case or not, the recommendation of the Board of Review is then either accepted or returned to that body with objections specified. In such a case the Board then reconsiders the matter, frames its final recommendation, and communicates it to the President. This recommendation by the Board of Review will be forwarded to the Board of Directors, who retain the right of final decision. In no instance shall the principals in the case sit in judgment.

In the event the administration moves to terminate the contract of a Faculty member for cause after the full hearing has been concluded and the recommendation made to the Board of Directors, the President will notify the Faculty member of such action, including with such notice the specific termination date and any appropriate severance benefits to which the Faculty member may be entitled.

VI. LEAVES OF ABSENCE

- A. A leave of absence is a permission to be relieved of all one's service responsibilities to the University for a specified period of time while remaining a member of the Faculty. However, Faculty members on leave may choose to retain the right to vote while on leave for any of the following department personnel issues: tenure, promotion, hiring, and selection of chair.³⁷¹

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.

- B. Procedures governing leaves of absence:

1. A leave must be formally petitioned in writing, by clearly setting forth the terms needed and the causes to be served by the leave. Such a petition should be addressed to the Academic Vice President through the chairperson or director and the appropriate dean.
2. Leaves of absence are granted upon the recommendations of departmental chairpersons or director, academic deans, and others concerned.
3. Leaves of absence are usually granted for a maximum of two successive semesters; in some instances they may be renewed on a year-to-year basis.
4. At the expiration of the leave, a written statement should make plain the extent to which the intended purposes were fulfilled.
5. Except as provided in the following or as allowed in individual instances, leaves are without pay from the University.
6. A Faculty member should be aware that fringe benefits do not automatically continue unchanged during a leave of absence.

- C. Classification of leaves of absence:

1. 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

³⁷¹ As amended (9/30/97). See Appendix L.3.

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.

2. Leave for Public Service:
 - a. Involuntary call to military or other public service is an exception in that notice rather than written petition is required. The duration of this type of leave, moreover, extends to the length of the exacted service. Resumption of service, salary, and other usual benefits is made at the opening of the first regular semester following release from the public service entailed. Seniority rights are preserved in accordance with law and accepted national practice.
 - b. Absence for voluntary public service should be petitioned in the usual manner for a specified term and for stipulated reasons.
3. Leave for Personal Reasons.
4. Faculty Fellowship Leave (see Section IX below).
5. Leave for Teaching, Research, or other Professional Service.
6. Leave for Doctoral Studies: Leaves for Faculty members to pursue doctoral studies are granted, without pay, according to the procedures in Section VI., B. above.
7. Except as specified in the foregoing, the terms of a leave will be those approved by the Academic Vice President.

D. The period of absence from the University accumulates seniority in rank without interruption for the following kinds of leave: Leave for Temporary Disability; Leave for Public Service (involuntary or voluntary); Faculty Fellowship Leave; and, when so allowed by the Academic Vice President, Leave for Teaching, Research, or other Professional Service.

E. The period of absence from the University accumulates toward eligibility for tenure for the following kinds of leave: Faculty Fellowship Leave; and, when so allowed by the Academic Vice President, Leave for Teaching, Research, or other Professional Service.

F. Tenure is not interrupted by leaves of absence.

VII. FRINGE BENEFITS³⁸

A Faculty member will receive information (electronically or in hard-copy) concerning the University's benefit offerings at the time the faculty member enters into the Faculty member's first contract with the University. Benefits offerings will be updated annually, and information will be communicated to the faculty member prior to the open enrollment for the upcoming benefits period.

The Faculty will provide input on future benefit offerings through representation on the University's Benefits Committee, comprised of two (2) representatives of Human Resources, a representative of senior administration, three (3) full-time, benefits-eligible staff members, and three (3) full-time, benefits-eligible members of Faculty. All members of the Benefits Committee must be willing and able to work on Benefits Committee issues during and outside the Academic Year. A representative of the Budget & Financial Analysis Office will serve as an advisory member of the committee. A representative of Human Resources and one of the faculty representatives will chair the committee. The Benefits Committee will meet at least annually and as needed to review the University-sponsored health and welfare benefit offerings (including but not limited to medical, dental, vision, retirement, long-term disability and related health and welfare benefits) in the context of: wellness, employee needs/value, competitiveness, employer/employee costs, coverage, and the University's strategic goals.

The Human Resources Department will review annually the University's benefit offerings, taking into consideration the elements set forth above. One of the Human Resources representatives on the Benefits Committee will present to the Benefits Committee, for review and consideration, benefits offerings, and any amendments, changes and/or cancellations to any benefit offerings. In response to the HR presentation, the Benefits Committee will timely forward (via the co-chairs) recommended proposals for benefits offerings to the President and Vice President of Finance & Administration. The President, in consultation with the Vice President of Finance & Administration, may choose to accept any recommended proposal, return the proposal(s) to the Benefits Committee for further deliberation and adjustment, or approve an alternative benefits proposal. If the President approves an alternative benefits proposal that is not based on the recommendation of the Benefits Committee, the President will provide the Benefits Committee with an explanation for the decision and provide, when possible, an opportunity for the Benefits Committee to respond prior to the final approval. A proposal that has been returned to the Benefits Committee for deliberation and adjustment will be returned to the President and Vice President of Finance & Administration with the committee's recommendation within seven (7) calendar days of being returned to the committee. The President, in consultation with the Vice President for Finance

³⁸ See original text agreed to by Faculty and Board of Directors on pages 123-124. New text is from amendments proposed and approved by Board of Directors in Mar. 2021 over a Faculty vote in Jan. 2021: 25 For, 106 Against, 3 Abstain

& Administration, may approve or decline the returned proposal. If a proposal is not returned within the time frame or the Benefits Committee's returned proposal and recommendation is declined, the President may approve an alternative benefits proposal.

Changes in benefits offerings can be scheduled for a future date or take place immediately, depending on the terms of the final approved proposal.

The University may amend, change and/or cancel the University's benefit offerings for benefits-eligible Faculty and staff at other times, outside of the above process, in extenuating circumstances for situations involving financial exigency or budgetary hardship as set forth in this Handbook, or to meet other legal compliance requirements, with notice to the Benefits Committee and the Faculty, and consideration of timely input from Faculty when possible in light of the urgency of the situation, prior to the effective date and with any amended, changed and/or canceled offerings becoming effective upon final approval and communication to Faculty.

Human Resources will provide notice to all University employees as to the final approved benefits offerings. Faculty representatives on the committee also will communicate any changes in benefits to the Faculty at the general faculty meeting following approval of the proposed changes by the President.

The Benefits Committee typically will need to meet (in-person or virtually) both during the Academic Year and during the summer months to review benefits proposals

VIII. PROFESSIONAL TRAVEL³⁹

The University helps Faculty members to attend meetings of learned and professional societies under the following terms:

- A. With the approval of the departmental chairperson and to the extent that funding is available, the Faculty member attending a convention or meeting, but not officially representing the University or being featured in the program as an officer, speaker, panelist, or individually named participant, is granted at least a transportation mileage allowance if going by automobile, a first-class round-trip fare if traveling by train or boat, or a coach-class (when available) round-trip fare if traveling by air.
- B. The Faculty member who officially represents the University or is otherwise programmed as an officer, speaker, panelist, or committee member at the meeting is paid all necessary travel and subsistence expenses by the University, within budget limitations.

IX. FACULTY FELLOWSHIP LEAVE AWARD

This award is a leave of either one or two semesters, with compensation, for the purpose of professional development.

To be eligible to apply for a Faculty Fellowship there are three prerequisites. The Faculty member must (1) be on active status, (2) have completed at least three successive years of full-time teaching at this University by the application deadline,⁴⁰ and (3) have completed at least three years of full-time teaching at this University since the last Faculty Fellowship.

Application forms are available from the Chairperson of the Committee on Research and Service. The deadline for applications for Faculty Fellowships for each Academic Year is determined by the Committee on Research and Service and communicated to the Faculty.

In addition to the application, written comments from the appropriate departmental chairperson, or other knowledgeable person, should be submitted. These comments should deal with the merits and the feasibility of the project, the ability of the applicant to complete the project successfully, and the influence that the leave will have on the department and the University.

Applications will be judged on the value of the project, particularly its potential for strengthening the academic effectiveness of the applicant, the department, and the

³⁹ See Appendix I.9 for an interpretation of this part of the Faculty Handbook.

⁴⁰ See Appendix I.2 for an interpretation of this part of the Faculty Handbook.

University. The decision of the Committee on Research and Service will be transmitted by the Chairperson of the Committee through the Academic Vice President to the President, who informs the Faculty member.

The leave may be for two semesters at half salary, or for one semester at full salary. In either case, the Faculty member is released from all teaching duties during this time. Faculty members desiring service-load reductions for research or writing should request such from the Committee on Research and Service and should not seek a Faculty Fellowship for these purposes. Faculty Fellowships will not be awarded for the purpose of completing doctoral studies, nor for leaves occasioned by illness (see Section VI above for leaves applicable in these cases).

X. RESEARCH AND SERVICE

A. The Role of Research and Service

The University sees research, publication, consulting services, and similar activities as opportunities for professional growth and service to the world that deserve encouragement, recognition, and reward. In accordance with its mission, the University recognizes the importance of research in teaching as well as in the development of the teacher. The University therefore encourages talent of this nature among its Faculty by providing financial support, facilities, and time for research, publication, and service to the extent that they can be reasonably harmonized with a balanced professional commitment.

B. Policy on Research or Service and Compensation

The University's support of scholarly research, both fundamental and applied, and service is evidenced by the following provisions:

1. making available library and laboratory facilities, office space, and secretarial help for approved projects
2. assignment of graduate assistants or undergraduate students to work with the project director
3. reduction of teaching load
4. salary support by reduction of load while the individual remains on full salary (a fraction of the salary may come from research contract funds)
5. direct subsidy from University funds for special requirements and/or professional solicitation of outside funds by the Development Office.

Such support can be maintained, however, only within available resources. Hence it is important to observe that no commitment of the University to the cost of materials, equipment, services, or any other financial obligation in connection with research or service may be made without prior approval.

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.

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.
3. The Academic Vice President serves as the officer responsible for advising the Faculty on questions related to conflicts of interest.

XI. PATENT AND COPYRIGHT POLICY

A patent or copyright obtained by a Faculty member is the property of that Faculty member. Unless there is a written agreement to the contrary, the University has no right to the patent or copyright, and no responsibility or liability with respect to the patent or copyright. However, any costs identifiable as specifically associated with the activities leading to the patent or copyright, that have been paid by the University, are to be repaid by allocating a part of revenues from the patent or copyright, until repayment is complete. There is no repayment obligation except from revenues. The providing of services and facilities normally provided to Faculty members carries no repayment obligation.

XII. POLICY ON PROFESSIONAL ACTIVITIES DURING THE ACADEMIC YEAR

The University recognizes that activities such as research, writing, consulting, professional practice, and participation in professional societies are appropriate aspects of the professional development and service of each Faculty member. For purposes of clarity, these professional activities are divided into two classes, University and non-University, according to whether they are or are not implied by the Faculty member's contract with the University.

A. General Policy

For both classes of professional activity the following is general policy:

1. Scheduling of these activities should be such that they do not interfere with teaching obligations, scheduled appointments, meetings, and other Faculty contract obligations.
2. The total time devoted to professional development and service activities shall be reduced if there is found to be interference with the contractual responsibilities of the Faculty member.
3. When Faculty members serving clients in a consulting or other private professional capacity are retained as individuals, the University takes no responsibility for such services. Reports, bills, and correspondence dealing with such activities should not be written on University stationery.
4. Any use of University facilities in the course of these professional activities is to be arranged so that it does not interfere with University activities, and any costs are to be reimbursed.

Teaching in another institution by a Faculty member is not permitted during the Academic Year except with written permission of the Academic Vice President.

B. University Professional Activities

University professional activities are those implied by the Faculty member's contract with the University. Professional development, for example, is one of these contractual responsibilities (see PART THREE, Section I, D.). Research, writing, and participation in professional societies certainly contribute to professional development. In certain disciplines professional practice also provides legitimate professional development. Usually, however, professional practice and consulting are types of professional service which are not implied by the Faculty member's contractual obligation to the University, and thus are non-University professional activities; such activities will be dealt with in the following section.

University professional activities require no permission if there is no compensation other than salary from the University. When there is such additional compensation, the activities shall be governed by the same policy as if they were non-University professional activities. It is the responsibility of the department chairpersons and the Director of the Library to see that there is a reasonable balance of effort and time among the various University obligations of the Faculty.

C. Non-University Professional Activities

These are activities which are not implied by the Faculty contract with the University. Obvious examples are most consulting and professional practice.

The primary responsibility of the Faculty member is the full-time contractual obligation to the University. Therefore, no other full-time professional activity carrying compensation is permitted during the contract period. On the average, the time devoted to non-University professional activities carrying compensation shall not exceed the equivalent of one class day per class week. Weekends and holidays are excluded from the class week. For this level of activity no approval is required. For compensated non-University professional activities in excess of that described in the previous paragraph, it is necessary to obtain in writing: authorization from the appropriate chairperson or director, concurrence of the appropriate dean, and permission of the Academic Vice President. For a continuing activity such approval must be obtained annually. If this level of activity constitutes a serious threat to the satisfactory fulfillment of the Faculty member's contractual obligations to the University, an adjustment in obligations and a proportionate adjustment in compensation may be necessary.

To avoid conflict of interest, Faculty who hold administrative positions are directed to seek their approval from those above them in administrative rank. In ascending order, they are chairpersons, directors, and assistant deans; associate deans; deans; vice presidents; President; and Board of Directors.

D. Other Compensated Activities

The policy for other compensated activities during the contract period is the same as for non-University professional activities given in Section XII., C. above.

XIII. SALARY POLICY AND PAYMENTS

A. Policy and Payments

Salary payments to Faculty members on Academic Year contracts are made on a regular and timely basis, approved by a vote of the Faculty. In every case, the total salary for the Academic Year shall be paid within the twelve-month period beginning with the first full calendar month in the Academic Year.

B. Academic Year Defined

The Academic Year is the period extending from the final registration in the fall through final examinations and submission of grades at the end of the fall semester and from the final registration for the spring semester through spring commencement. All such dates shall be announced prior to the issuance of contracts for the affected year.

XIV. TEACHING AT THE UNIVERSITY OUTSIDE THE ACADEMIC YEAR

A. Assignment of Teachers

1. Teachers for the summer sessions are assigned by the departmental chairperson, subject to the review of the dean. Consideration is given first to the needs of academic programs and next to the equitable distribution and rotation of teaching opportunities among all full-time members of the department.
2. There is no obligation for a Faculty member to teach outside the Academic Year.
3. The normal summer teaching assignment is one or two courses. If two courses are assigned, they may be in the same session or different sessions. This number may be increased rather than assigning part-time lecturers in place of full-time Faculty.
4. The teaching of two courses in one summer session is regarded as full-time service, and the limitations on other professional activities apply as they do during the Academic Year.

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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.

PART FIVE**AMENDMENTS AND REVISIONS****I. AMENDMENT PROCEDURES⁴¹**

- A. Proposed amendments to this Handbook may be initiated by
 - 1. the President of the University
 - 2. the Chair of the Board of Directors on behalf of the Board of Directors.
 - 3. the Faculty through a motion passed at a Faculty Meeting
 - 4. the Faculty Council Chair on behalf of the Faculty Council, or
 - 5. the Faculty Handbook Committee on its own initiative.
- B. The proposing party will create a draft proposal reflecting all proposed amendments and submit the draft proposal contemporaneously to the Provost and Academic Vice President, the Faculty Handbook Committee, and the Faculty via the Faculty Council Chair (the “Notified Parties”). The submission by the proposing party to all Notified Parties may be communicated at a Faculty meeting with all Notified Parties in attendance or may be communicated to the Notified Parties via email. This submission by the proposing party starts the timing for proposal review.
- C. During the twenty (20) calendar days after notice of the draft proposal to the Notified Parties, there will be a review-and-comment period during which the proposing party will accept comments from the Faculty, the Faculty Council, the Faculty Handbook Committee and/or the administration regarding the draft proposal (“20-day Review Period”). At the request of any commenter, the proposing party will host at least one discussion session during the 20-day Review Period to answer questions about the draft proposal. If a discussion session is held, all Faculty and administration will be invited to the discussion session, and individual staff members may be invited at the invitation of the proposing party or any Notified Party. The invitation will include the request that, whenever possible, questions be provided to the proposing party in writing in advance of the discussion session. Comments during the 20-day Review Period, through emails or via a secured online discussion board established by the proposing party, are encouraged to provide any proposed revisions, edits or comments in writing for consideration by the proposing party.
- D. Following the 20-day Review Period, the proposing party will determine whether to make any revisions to the proposed amendments based on the feedback and suggestions received.
- E. Regardless of whether the proposing party chooses to make any revisions to the proposed amendments, the proposing party will send a final proposal reflecting all

⁴¹ Amendments and Revisions proposed and approved by Board of Directors Mar. 2021, with Faculty vote of 25 For, 106 Against, 3 Abstain in Jan. 2021. Note: Substantive changes had been made by Faculty vote and approved by Board of Directors, which appeared in Spring 2019 reprinting. That text may be found on Pages 118-121.

proposed amendments to the Faculty Handbook Committee. Upon receipt of the final proposal and within fourteen (14) calendar days thereafter, the Faculty Handbook Committee will review the final proposal and formulate a recommendation to be communicated to the Faculty Council, the Provost & Academic Vice President, and the proposing party. The Faculty Handbook Committee's recommendation will not change the final proposal.

- F. Upon receipt of the Faculty Handbook Committee's recommendation, the proposing party shall either verify to the Faculty Council and the Provost & Academic Vice President the final proposal as ready for vote or revise the final proposal and resubmit an updated version under Section E above.
- G. Upon verification by the proposing party that the final proposal is ready for a vote, the Faculty Council and the Provost & Academic Vice President will share the final proposal and the Faculty Handbook Committee's recommendation ("the final proposal documentation") with the Faculty and administration respectively. The proposing party may choose whether the Faculty Council must send the final proposal documentation to the Faculty immediately (i.e. within three (3) business days) by electronic communication or present the final proposal documentation at the next general meeting of the Faculty.
- H. The Faculty will hold and complete a vote of the Faculty within ten (10) calendar days of receipt of the final proposal documentation via an electronic vote or as otherwise permitted by the Faculty Handbook, Constitution and/or Bylaws. In order for the full Faculty vote to be valid, a quorum of at least 60% of the Faculty eligible to vote must vote. If a quorum votes, and the proposed amendment receives at least 60% support from those voting, it shall be deemed approved by the Faculty.
- I. If the amendment is approved by the Faculty, the Faculty Council will promptly advise the Provost & Academic Vice President, who shall present the final proposal documentation to the Board of Directors within two (2) business days of the Faculty vote. The Board of Directors will vote on the final proposal at the next scheduled or special Board Meeting, or via other permissible Board voting method. In the case of Board approval, the final approval will become effective as of the date of approval by the Board and upon posting of the amendments as provided for in Section III below. In case of disapproval by the Board, the Board's decision is final, and a written explanation of the reasons for such disapproval will be provided to Faculty Council and the Faculty Handbook Committee.

If a final proposal for which the Board of Directors or the President is the proposing party does not receive the required Faculty vote to be approved by the Faculty, the Board may still adopt the proposed amendment(s) as set forth in the final proposal on its own authority. In such cases the following shall apply:

- 1. The Faculty Council and/or the Faculty Handbook Committee may submit to the Board of Directors in writing within seven (7) business days of the Faculty vote such information concerning the final proposal and the Faculty vote as it wishes, and

2. If after consideration of materials regarding the final proposal, including explanations provided regarding the Faculty vote, the final action of the Board is adoption of the amendment as set forth in the final proposal, such amendments shall take effect immediately following Board approval final proposal unless otherwise specified by the Board, and upon posting of the amendments as provided for in Section III below.
- J. Nothing herein shall prevent the Board of Directors from revising this Handbook, after consultation with the Faculty, as it relates to new Faculty at the time of initial employment.
- K. Ordinarily, the amendment process and steps within the process will occur during the Academic Year, as defined in this Handbook. However, in extenuating circumstances, steps in the amendment process may occur outside of the Academic Year either 1) by mutual agreement of the proposing party and the Faculty, or 2) in cases of financial exigency or budgetary hardship as determined under the provisions of the Handbook, or 3) in extraordinary circumstances as determined by the Board of Directors and communicated to all Notified Parties.

II. REVISION PROCEDURES

The Faculty Handbook Committee may recommend nonsubstantive textual revisions of the Handbook on its own initiative or upon request by the Faculty Council or the Board of Directors. Such requested revisions become effective upon the approval of the revisions by the Board of Directors and the posting of an electronic copy of the revisions as provided in Section III below.

III. POSTING OF AMENDMENTS AND REVISIONS

Following any amendment or revision of the Handbook, an updated electronic copy of the Handbook reflecting all changes must be prepared by the Faculty Handbook Committee and/or the Provost's Office within five (5) business days and posted on an easily accessible webpage on the John Carroll University Website. This version will bear the date of its approval and will then become the official version of the Faculty Handbook, effective as of the date of posting.

APPENDICES

The following materials are not part of the Faculty Handbook.
They are for informational purposes only.

According to the revised form of the Faculty Handbook, dated September 2, 1970, “the Faculty consists of the President, the vice presidents, the deans, professors, associate and assistant professors, instructors, and such other officers as the President may designate.”

According to the Faculty Handbook as amended November 15, 1971, “The Faculty consists of the President, the vice presidents, the academic deans, professors, associate and assistant professors, instructors, and such other academic officers as are both designated by the President and confirmed by a vote of the Faculty.” A footnote to this sentence reads: “The requirement of confirmation by the Faculty is necessary only for those individuals designated by the president after adoption of the amendment.”

There are individuals therefore who, being neither ranked members of academic departments nor professional librarians, are Faculty:

- a) Those individuals who are Faculty by virtue of the September 2, 1970, Faculty Handbook are:

Mr. Kenneth E. DeCrane
Mrs. Mary K. Kirkhope

- b) Those individuals who are Faculty by virtue of presidential designation (see Appendix B) are:

Mr. Cornelius Brown, Jr.
Mr. Donald F. Grazko
Mr. John F. Huddleston
Mr. Paul Kantz
Mr. John T. Reali
Mr. John P. Sammon

- c) Those individuals who are Faculty by virtue of the amended Faculty Handbook replaced by this revision are:

Mr. W. Douglas Bookwalter
Mr. Edward F. Schaefer



john carroll university

UNIVERSITY HEIGHTS • CLEVELAND, OHIO 44118 • AREA CODE 216 932-3800

OFFICE OF THE PRESIDENT

October 2, 1970

MEMORANDUM

To: Dr. Harry C. Nash
Chairman, Faculty Handbook Committee

Reverend Joseph R. Nearon, S.S.S.
Acting Chairman, Faculty Service Committee

From: Henry F. Birkenhauer, S.J.
President

Subject: Definition of the faculty

Part One, Section I, of the Faculty Handbook lists as members of the faculty "the president, the vice presidents, the deans, professors, associate and assistant professors, instructors, and such other officers as the president may designate." I am pleased to designate the following as members of the faculty in the sense of this paragraph:

Secretary of the university corporation	Father Spittler, S.J.
Treasurer of the university corporation	Father Simon, S.J.
Staff Assistant	Miss Thomey
Director of University College of Continuing Education	Mr. Selzman

The foregoing, by reason of their office "are not eligible to be elected or appointed to represent the faculty on internal university committees." If one of these officials holds a faculty appointment, he is, of course, eligible in virtue of that title.

The following are also members of the faculty and are eligible to be elected or appointed to represent the faculty on internal university committees:

Coordinator of Academic Counseling	Mr. Brown
Academic Counselor	Father Tolbert, S.J.
Director of Admissions	Mr. Sammon

Associate Director of Admissions	Mr. MacKenzie
Director of Alumni Relations	Father Pingstock, S.J.
Internal Auditor	Mr. Reali
University Chaplain	Father Trese, S.J.
Assistant University Chaplain	Father Hussey, S.J.
Director of Computer Center	Mr. Grazko
Director of Counseling Center	Dr. Nasal
Director of Financial Aid	Mr. Chenelle
Director of Funds Development	Mr. Perry
Director of Library	Father Mackin, S.J.
Professional Librarians	Mrs. Palffy
	Mrs. Stevenson
	Mrs. Weisel
Director of Physical Plant	Mr. Kramer
Director of Placement	Mr. Fitzsimmons
Assistant Director of Associate in Professional Management Program	Mr. Strange
Director of Public Information	Mr. Kantz
Registrar	Mr. Huddleston
Headmaster of Residence Halls	Father Millar, S.J.

These definitions are made on the basis of position, not by individuals.

Henry F. Birkenhauer, S.J.
Henry F. Birkenhauer, S.J.

HFB:lt
cc: Dr. Noetzel

FACULTY REPRESENTATION ON UNIVERSITY COMMITTEES

Committee	Current Minimum Number of Elected Faculty Representatives
Committee on Graduate Studies	one
Council on Teacher Education	two
Faculty Council	total membership
Faculty Handbook Committee	total membership
Faculty Grievance Committee	total membership
Faculty Board of Review	variable ¹
Committee on Research and Service	fifty percent
Retirement and Allowance Committee	two
Committee on Scheduling	one
University Hearing Board	five
Information Technology Steering Committee	two
Library Committee	four
Athletic Committee	three
Planning Group	three
University Core Committee	nine
University Budget Committee	five
Web Management Committee	three
First Year Seminar Committee	three

FACULTY REPRESENTATION ON FACULTY COUNCIL COMMITTEES

Committee on Academic Policies	six
Committee on Policies for Rank, Tenure and Promotion	six
Committee on Policies for Research, Service and Faculty Development	six
Committee on Elections	six
Committee on Finance, Faculty Compensation, And Work Related Policies	eight
Committee on Gender and Diversity	six
Committee on Enrollment, Financial Aid, and Student Life	five

¹ The total membership of the Board will be Faculty, chosen by lot from a pool. The entire pool contains 15 Faculty, 10 elected Faculty and 5 Faculty appointed by the President.

FACULTY CONTRACT FORM

JOHN CARROLL UNIVERSITY * CLEVELAND, OHIO 44118

Agreement

AGREEMENT made this 15th day of March, «year», by and between John Carroll University and «title» «firstname» «midinit» «lastname».

WITNESSETH: The University hereby employs «title» «firstname» «midinit» «lastname», and «title» «firstname» «midinit» «lastname» accepts such employment and agrees to devote full time as a teacher on the staff of the University with the academic rank of «rank», «dept», for the «year» academic year. As such, «title» «firstname» «midinit» «lastname» agrees to conduct such classes, extracurricular activities and administrative work during said year assigned to «himher» by the Administrators of the college or school in which «heshe» is assigned to teach and to render these services in a scholarly and efficient manner to the satisfaction of said officers. In consideration for said services, the University agrees to pay a sum of \$«salary», which amount will be paid in twelve equal payments on a monthly basis, with the first payment to be made on the 30th day of September.

It is understood and agreed by the parties hereto that this agreement shall be interpreted and construed in the light of the provisions of the Faculty Handbook of John Carroll University which are in force at the time it is issued.

JOHN CARROLL UNIVERSITY

BY _____
Academic Vice President

Signature of Faculty Member

Date

N.B. To signify acceptance of this contract, the Faculty Member should sign and return the white and pink copies by May 1, «year»; the blue copy should be retained by the Faculty Member.

Statement on Procedural Standards in Faculty Dismissal Proceedings

The following statement was prepared by a joint committee representing the Association of American Colleges and the American Association of University Professors and was approved by these two associations at their annual meetings in 1958. It supplements the 1940 Statement of Principles on Academic Freedom and Tenure by providing a formulation of the "academic due process" that should be observed in dismissal proceedings. The exact procedural standards here set forth, however, "are not intended to establish a norm in the same manner as the 1940 Statement of Principles on Academic Freedom and Tenure, but are presented rather as a guide. . . ."

The governing bodies of the American Association of University Professors and the Association of American Colleges, meeting respectively in November 1989 and January 1990, adopted several changes in language in order to remove gender-specific references from the original text.

INTRODUCTORY COMMENTS

Any approach toward settling the difficulties which have beset dismissal proceedings on many American campuses must look beyond procedure into setting and cause. A dismissal proceeding is a symptom of failure; no amount of use of removal process will help strengthen higher education as much as will the cultivation of conditions in which dismissals rarely if ever need occur.

Just as the board of control or other governing body is the legal and fiscal corporation of the college, the faculty is the academic entity. Historically, the academic corporation is the older. Faculties were formed in the Middle Ages, with managerial affairs either self-arranged or handled in course by the parent church. Modern college faculties, on the other hand, are part of a complex and extensive structure requiring legal incorporation, with stewards and managers specifically appointed to discharge certain functions.

Nonetheless, the faculty of a modern college constitutes an entity as real as that of the faculties of medieval times, in terms of collective purpose and function. A necessary precondition of a strong faculty is that it have first-hand concern with its own membership. This is properly reflected both in appointments to and in separations from the faculty body.

A well-organized institution will reflect sympathetic understanding by trustees and teachers alike of their respective and complementary roles. These should be spelled out carefully in writing and made available to all. Trustees and faculty should understand and agree on their several functions in determining who shall join and who shall remain on the faculty. One of the prime duties of the administrator is to help preserve understanding of those functions. It seems clear on the American college scene that a close positive relationship exists between the excellence of colleges, the strength of their faculties, and the extent of faculty responsibility in determining faculty membership. Such a condition is in no wise inconsistent with full faculty awareness of institutional factors with which governing boards must be primarily concerned.

In the effective college, a dismissal proceeding involving a faculty member on tenure, or one occurring during the term of an appointment, will be a rare exception, caused by individual human weakness and not by an unhealthy setting. When it does come, however, the college should be prepared for it, so that both institutional integrity and individual human rights may

be preserved during the process of resolving the trouble. The faculty must be willing to recommend the dismissal of a colleague when necessary. By the same token, presidents and governing boards must be willing to give full weight to a faculty judgment favorable to a colleague.

One persistent source of difficulty is the definition of adequate cause for the dismissal of a faculty member. Despite the 1940 *Statement of Principles on Academic Freedom and Tenure* and subsequent attempts to build upon it, considerable ambiguity and misunderstanding persist throughout higher education, especially in the respective conceptions of governing boards, administrative officers, and faculties concerning this matter. The present statement assumes that individual institutions will have formulated their own definitions of adequate cause for dismissal, bearing in mind the 1940 *Statement* and standards which have developed in the experience of academic institutions.

This statement deals with procedural standards. Those recommended are not intended to establish a norm in the same manner as the 1940 *Statement of Principles on Academic Freedom and Tenure*, but are presented rather as a guide to be used according to the nature and traditions of particular institutions in giving effect to both faculty tenure rights and the obligations of faculty members in the academic community.

PROCEDURAL RECOMMENDATIONS

1. Preliminary Proceedings Concerning the Fitness of a Faculty Member

When reasons arise to question the fitness of a college or university faculty member who has tenure or whose term appointment has not expired, the appropriate administrative officers should ordinarily discuss the matter with the faculty member in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, a standing or *ad hoc* committee elected by the faculty and charged with the function of rendering confidential advice in such situations should informally inquire into the situation, to effect an adjustment if possible, and, if none is effected, to determine whether in its view formal proceedings to consider the faculty member's dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the president of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses the conviction that a proceeding should be undertaken, action should be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal should then be jointly formulated by the president and the faculty committee; if there is disagreement, the president or the president's representative should formulate the statement.

2. Commencement of Formal Proceedings

The formal proceedings should be commenced by a communication addressed to the faculty member by the president of the institution, informing the faculty member of the statement formulated, and informing the faculty member that, at the faculty member's request, a hearing to determine whether he or she should be removed from the faculty position on the grounds stated will be conducted by a faculty committee at a specified time and place. In setting the date of the hearing, sufficient time should be allowed the faculty member to prepare a defense. The faculty member should be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded. The faculty member should state in reply whether he or she wishes a hearing, and, if so, should answer in writing, not less than one week before the date set for the hearing, the statements in the president's letter.

3. Suspension of the Faculty Member

Suspension of the faculty member during the proceedings is justified only if immediate harm to the faculty member or others is threatened by the faculty member's continuance. Unless legal considerations forbid, any such suspension should be with pay.

4. *Hearing Committee*

The committee of faculty members to conduct the hearing and reach a decision should either be an elected standing committee not previously concerned with the case or a committee established as soon as possible after the president's letter to the faculty member has been sent. The choice of members of the hearing committee should be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee should elect its own chair.

5. *Committee Proceeding*

The committee should proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the committee should consider the case on the basis of the obtainable information and decide whether the faculty member should be removed; otherwise the hearing should go forward. The committee, in consultation with the president and the faculty member, should exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the president's letter to the faculty member should be received.

The president should have the option of attendance during the hearing. The president may designate an appropriate representative to assist in developing the case; but the committee should determine the order of proof, should normally conduct the questioning of witnesses, and, if necessary, should secure the presentation of evidence important to the case.

The faculty member should have the option of assistance by counsel, whose functions should be similar to those of the representative chosen by the president. The faculty member should have the additional procedural rights set forth in the 1940 *Statement of Principles on Academic Freedom and Tenure*, and should have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty member or the faculty member's counsel and the representative designated by the president should have the right, within reasonable limits, to question all witnesses who testify orally. The faculty member should have the opportunity to be confronted by all adverse witnesses. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as the statements of the witness, should nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may when necessary be taken outside the hearing and reported to it. All of the evidence should be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

6. *Consideration by Hearing Committee*

The committee should reach its decision in conference, on the basis of the hearing. Before doing so, it should give opportunity to the faculty member or the faculty member's counsel and the representative designated by the president to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby. It should make explicit findings with respect to each of the grounds of removal presented, and a reasoned opinion may be desirable. Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The president and the faculty member should be notified of the decision in writing and should be given a copy of the record of the hearing. Any release to the public should be made through the president's office.

7. *Consideration by Governing Body*

The president should transmit to the governing body the full report of the hearing committee, stating its action. On the assumption that the governing board has accepted the principle of

the faculty hearing committee, acceptance of the committee's decision would normally be expected. If the governing body chooses to review the case, its review should be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee should either be sustained or the proceeding be returned to the committee with objections specified. In such a case the committee should reconsider, taking account of the stated objections and receiving new evidence if necessary. It should frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration should the governing body make a final decision overruling the committee.

8. Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision should include a statement of the hearing committee's original action, if this has not previously been made known.

EXAMPLES OF CURRENT FRINGE BENEFITS

1. Group Hospital and Medical Insurance
2. Group Life Insurance
3. Total Disability Insurance
4. University Disability Benefits
5. Travel Insurance
6. Flexible Spending Plan
7. Teachers Insurance and Annuity Association (TIAA) and College Retirement Equity Fund Pension Program (CREF)
8. Benefit for Surviving Dependent of Long Time Employee
9. Additional Month Salary for Retirees
10. Workers' Compensation
11. Unemployment Insurance
12. Social Security Program (FICA)
13. Tuition Waivers and Allowances at the University [Note: Faculty who signed their initial contract before January 1, 2003 are granted full tuition remission as outlined in the latest Fringe Benefit Handbook before that date. The tuition waiver for faculty who signed their initial contract after January 1, 2003 is based upon time of service and spouse and dependent children will have tuition waived for courses up to eighteen hours for a semester.]
14. Employee Children Exchange Program [Note: Faculty who signed their initial contracts after January 1, 2003 must complete three years of continuous service in order to be eligible to participate in FACHEX and the CIC-TEP programs. Faculty who signed their initial contracts before January 1, 2003 have no such limitation.]
15. Faculty and Staff Loan Plan
16. Use of University Facilities [Note: Free parking is a fringe benefit for faculty who signed their initial contract before June 1, 1992. Free parking is not included as a guaranteed fringe benefit for new faculty who signed their initial contract after June, 1992].

For details of these benefits consult the latest issue of the Fringe Benefits Handbook.

On Preventing Conflicts of Interest in Government-Sponsored Research at Universities

The many complex problems that have developed in connection with the extensive sponsored research programs of the federal government have been of concern to the government, the academic community, and private industry. The Association, through its Council, and the American Council on Education, working in cooperation with the president's science advisor and the Federal Council of Science and Technology, in 1965 developed a statement of principles formulating basic standards and guidelines in this problem area.

An underlying premise of the statement is that responsibility for determining standards affecting the academic community rests with that community, and that conflict-of-interest problems are best handled by administration and faculty in cooperative effort. In addition to providing guidelines, the statement seeks to identify and alert administration and faculty to the types of situations that have proved troublesome. Throughout, it seeks to protect the integrity of the objectives and needs of the cooperating institutions and their faculties, as well as of sponsoring agencies.

In April 1990, the Council of the American Association of University Professors adopted several changes in language in order to remove gender-specific references from the original text.

The increasingly necessary and complex relationships among universities, government, and industry call for more intensive attention to standards of procedure and conduct in government-sponsored research. The clarification and application of such standards must be designed to serve the purposes and needs of the projects and the public interest involved in them and to protect the integrity of the cooperating institutions as agencies of higher education.

The government and institutions of higher education, as the contracting parties, have an obligation to see that adequate standards and procedures are developed and applied; to inform one another of their respective requirements; and to ensure that all individuals participating in their respective behalves are informed of and apply the standards and procedures that are so developed.

Consulting relationships between university staff members and industry serve the interests of research and education in the university. Likewise, the transfer of technical knowledge and skill from the university to industry contributes to technological advance. Such relationships are desirable, but certain potential hazards should be recognized.

A. CONFLICT SITUATIONS

1. *Favoring of outside interests.* When a university staff member (administrator, faculty member, professional staff member, or employee) undertaking or engaging in government-sponsored work has a significant financial interest in, or a consulting arrangement with, a private business concern, it is important to avoid actual or apparent conflicts of interest between government-sponsored university research obligations and outside interests and other obligations. Situations in or from which conflicts of interest may arise are the:

- a. undertaking or orientation of the staff member's university research to serve the research or other needs of the private firm without disclosure of such undertaking or orientation to the university and to the sponsoring agency;
- b. purchase of major equipment, instruments, materials, or other items for university research from the private firm in which the staff member has the interest without disclosure of such interest;
- c. transmission to the private firm or other use for personal gain of government-sponsored work products, results, materials, records, or information that are not made generally available (this would not necessarily preclude appropriate licensing arrangements for inventions, or consulting on the basis of government-sponsored research results where there is significant additional work by the staff member independent of the government-sponsored research);
- d. use for personal gain or other unauthorized use of privileged information acquired in connection with the staff member's government-sponsored activities (the term "privileged information" includes, but is not limited to, medical, personnel, or security records of individuals; anticipated material requirements or price actions; possible new sites for government operations; and knowledge of forthcoming programs or of selection of contractors or subcontractors in advance of official announcements);
- e. negotiation or influence upon the negotiation of contracts relating to the staff member's government-sponsored research between the university and private organizations with which the staff member has consulting or other significant relationships;
- f. acceptance of gratuities or special favors from private organizations with which the university does, or may conduct, business in connection with a government-sponsored research project, or extension of gratuities or special favors to employees of the sponsoring government agency, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties.

2. *Distribution of effort.* There are competing demands on the energies of faculty members (for example, research, teaching, committee work, outside consulting). The way in which a faculty member divides his or her effort among these various functions does not raise ethical questions unless the government agency supporting the research is misled in its understanding of the amount of intellectual effort the faculty member is actually devoting to the research in question. A system of precise time accounting is incompatible with the inherent character of the work of faculty members, since the various functions they perform are closely interrelated and do not conform to any meaningful division of a standard work week. On the other hand, if the research agreement contemplates that a faculty member will devote a certain fraction of effort to the government-sponsored research, or the faculty member agrees to assume responsibility in relation to such research, a demonstrable relationship between the indicated effort or responsibility and the actual extent of the faculty member's involvement is to be expected. Each university, therefore, should—through joint consultation of administration and faculty—develop procedures to ensure that proposals are responsibly made and complied with.

3. *Consulting for government agencies or their contractors.* When the staff member engaged in government-sponsored research also serves as a consultant to a federal agency, such conduct is subject to the provisions of the Conflict of Interest Statutes (18 U.S.C. 202-209 as amended) and the president's memorandum of May 2, 1963, *Preventing Conflicts of Interest on the Part of Special Government Employees*. When the staff member consults for one or more government contractors, or prospective contractors, in the same technical field as the staff member's research project, care must be taken to avoid giving advice that may be of questionable objectivity because of its possible bearing on the individual's other interests. In undertaking and performing consulting services, the staff member should make full disclosure of such interests to the university and to the contractor insofar as they may appear to relate to the work at the university or for the contractor. Conflict-of-interest problems could arise, for example, in the participation of a staff member of the university in an evaluation for the government agency or its contractor of some technical aspect of the work of another organization with which the staff member has a

consulting or employment relationship or a significant financial interest, or in an evaluation of a competitor to such other organization.

B. UNIVERSITY RESPONSIBILITY

Each university participating in government-sponsored research should make known to the sponsoring government agencies:

1. the steps it is taking to ensure an understanding on the part of the university administration and staff members of the possible conflicts of interest or other problems that may develop in the foregoing types of situations, and
2. the organizational and administrative actions it has taken or is taking to avoid such problems, including:
 - a. accounting procedures to be used to ensure that government funds are expended for the purposes for which they have been provided, and that all services which are required in return for these funds are supplied;
 - b. procedures that enable it to be aware of the outside professional work of staff members participating in government-sponsored research, if such outside work relates in any way to the government-sponsored research;
 - c. the formulation of standards to guide the individual university staff members in governing their conduct in relation to outside interests that might raise questions of conflicts of interest; and
 - d. the provision within the university of an informed source of advice and guidance to its staff members for advance consultation on questions they wish to raise concerning the problems that may or do develop as a result of their outside financial or consulting interests, as they relate to their participation in government-sponsored university research. The university may wish to discuss such problems with the contracting officer or other appropriate government official in those cases that appear to raise questions regarding conflicts of interest.

The above process of disclosure and consultation is the obligation assumed by the university when it accepts government funds for research. The process must, of course, be carried out in a manner that does not infringe on the legitimate freedoms and flexibility of action of the university and its staff members that have traditionally characterized a university. It is desirable that standards and procedures of the kind discussed be formulated and administered by members of the university community themselves, through their joint initiative and responsibility, for it is they who are the best judges of the conditions which can most effectively stimulate the search for knowledge and preserve the requirements of academic freedom. Experience indicates that such standards and procedures should be developed and specified by joint administration-faculty action.

TO: Faculty

FROM: Rev. Michael J. Lavelle, S.J., Academic Vice President *M.J. Lavelle*
 Rev. William H. Nichols, S.J., Chairman, Faculty Handbook
 Committee *W.H. Nichols*

DATE: April 15, 1985

ABOUT: Interpretation of Faculty Handbook

We have been asked for an interpretation of Paragraph D of PART THREE, Section IV, "Tenure" (p. 15):

The intrinsic criterion for granting tenure is some suitable combination of excellence in teaching and the scholarship it entails. Each department will establish written standards and procedures for tenure and for meeting at least annually with candidates to review their progress. This review will be separate from the annual Faculty evaluation process (PART FOUR, Section II).

Background: The present wording of the Handbook leaves it unclear whether an individual department is expected to seek approval of its written standards and procedures with any dean or vice president, or even communicate these standards with anyone outside the department. In order to safeguard the interests of individual departments and of faculty on tenure-track, it is expedient that each department have written approval of its norms by the administration. It is also in the interests of the university as a whole that the academic vice president be required to review and approve the departmental policies.

Where the Handbook reads "some suitable combination of excellence in teaching and the scholarship it entails," we ask, "Who is to judge this suitability?"

According to PART ONE, Section IV-B-5 of the Faculty Handbook, "questions about interpretation of the Faculty Handbook are to be directed to the Academic Vice President and the Chairperson of the Faculty Handbook Committee. These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community."

Having consulted the Faculty Handbook Committee and the academic deans, we now issue the following interpretation:

Interpretation: We interpret this paragraph to mean that each department must submit to the appropriate dean for the eventual approval of the academic vice president a copy of its written standards and procedures for tenure and for meeting at least annually with candidates to review their progress.

JOHN CARROLL UNIVERSITY
 UNIVERSITY HEIGHTS, OHIO 44118
 (216) 397-1556

October 5, 1988

To: Members of the Faculty

From: John P. Schlegel, S.J., Academic Vice President *JPS*
 R. J. Kolesar, Chair, Faculty Handbook Committee *RJK*

Subject: Interpretation of the *Faculty Handbook*

We have been asked for an interpretation of the second prerequisite for eligibility for a Faculty Fellowship as stated in Part Four, Section IX, paragraph 2 (page 30) of the *Faculty Handbook*:

"To be eligible to apply for a Faculty Fellowship there are three prerequisites. The faculty member must ... (2) have completed at least three successive years of full-time teaching at this University by the application deadline..."

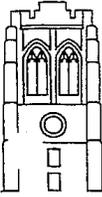
Background: Two questions have arisen. The first, whether a faculty member who was on temporary disability leave for a semester can count that semester in partial fulfillment of this requirement for eligibility? The second, whether a faculty member who was on an approved leave for a year at another university can count that year in partial fulfillment of this prerequisite?

It is assumed that the intent of this prerequisite was to guarantee that faculty members, who had never previously been awarded a Faculty Fellowship, had provided sufficient service to the university before being awarded a compensated leave as provided by a Faculty Fellowship; and that it was not the intent to penalize faculty members for interruptions of service at the university which were either out of their control or considered viable alternative service to the university.

According to Part One, Section IV B.5. of the *Faculty Handbook* "questions about interpretation of the *Faculty Handbook* are to be directed to the Academic Vice President and the Chairperson of the faculty Handbook Committee. These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community."

Having consulted the Faculty Handbook Committee and the dean of the Graduate School, we now issue the following interpretation:

Interpretation: We interpret this prerequisite to mean that a faculty member must have been under a Faculty contract with the university (as described in Appendix D of the *Faculty Handbook*) for three successive years by the application deadline.



JOHN CARROLL UNIVERSITY

UNIVERSITY HEIGHTS • CLEVELAND, OHIO • 44118

May 17, 1994

TO: Members of the Faculty

FROM: Sally H. Wertheim, Academic Vice President *SAW*R. J. Kolesar, Chair, Faculty Handbook Committee *RJ.K.*SUBJECT: Interpretation of the *Faculty Handbook* (Office Hours)

We have been asked for an interpretation of the *Faculty Handbook* on the matter of office hours. The relevant portions of the *Faculty Handbook* are in Part Three, Section I.A and B (page 9).

A Faculty member should provide opportunity for students to seek advice through regular office hours and appointments

The Faculty member in a department ... follows University ... practice in respect to ... office hours,....

In particular we have been asked what is standard University practice as regards the number of regular office hours a Faculty member is required to keep.

Background: The present wording of the *Handbook* does not specify the number of regular office hours that a Faculty member must keep. In the past, University practice, as set by the Academic Vice President, was for each Faculty member to keep a minimum of six office hours. While it is not clear whether this practice is still in effect university-wide, a minimum of six office hours still seems to be appropriate at this time.

According to Part One, Section IV B.5. of the *Faculty Handbook* "questions about interpretation of the *Faculty Handbook* are to be directed to the Academic Vice President and the Chairperson of the Faculty Handbook Committee. These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community."

Having consulted the Faculty Handbook Committee and the academic deans, we now issue the following interpretation:

Interpretation:

We interpret the portions of the *Faculty Handbook* cited above to mean that the Academic Vice President is responsible for setting a minimum number of office hours that Faculty members must keep in order to follow University practice in respect to office hours.



JOHN CARROLL UNIVERSITY

UNIVERSITY HEIGHTS · CLEVELAND, OHIO · 44118

May 19, 1994

TO: Members of the Faculty

FROM: Sally H. Wertheim, Academic Vice President *SHW*
R. J. Kolesar, Chair, Faculty Handbook Committee *R.J.K.*SUBJECT: Interpretation of the *Faculty Handbook* (Nepotism)

We have been asked for an interpretation of Part Four, Section I.A. paragraph 2 (page 17)

This policy extends to all matters regarding the Faculty, and, in accordance with that policy John Carroll does not discriminate on the basis of race, sex, ancestry, or any other individual characteristic which is irrelevant to academic attainment, professional qualifications, and fulfillment of the mission and goals of the University.

In particular we have been asked whether familial relationship to a colleague in the same department is an example of such an individual characteristic.

Background: The present wording of the Handbook does not specify any individual characteristics. Therefore, a decision on any specific individual characteristic must be done on an *ad hoc* basis and must be examined in light of the three factors mentioned. The question, therefore, is whether familial relationship to a colleague in the same department is irrelevant to academic attainment, professional qualifications, and fulfillment of the mission and goals of the University. If it is concluded that it is relevant to any one of these three factors, then John Carroll can discriminate on the basis of this individual characteristic.

According to Part One, Section IV B.5. of the *Faculty Handbook* "questions about interpretation of the *Faculty Handbook* are to be directed to the Academic Vice President and the Chairperson of the Faculty Handbook Committee. These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community."

Having consulted the Faculty Handbook Committee and the academic deans, we find that we cannot agree on an interpretation and, therefore, we issue, for the record, two separate interpretations:

Interpretation of the Academic Vice President:

Familial relationship with a member of the same department can reasonably be considered contrary to the attainment of the mission and goals of the University, part of which involves the practice of collegial governance within departments which could be hampered by hiring members of the same family in a department.

Interpretation of the Chair of the Faculty Handbook Committee:

Familial relationship is an example of an individual characteristic which is irrelevant to academic attainment, professional qualifications, and fulfillment of the mission and goals of the University.

M E M O R A N D U M

Date: October 31, 2006

To: Members of the Faculty

From: David M. LaGuardia, Academic Vice President
R. J. Kolesar, Chair, Faculty Handbook Committee

Subject: Interpretation of the Faculty Handbook (Discrimination Grievance)

We have been asked for an interpretation of the phrase “not satisfied with the outcome of the Coordinator's efforts” in paragraph 4 of Part Four, Section III of the *Faculty Handbook* and also of the phrase “Both the Faculty member and the charged party shall have the right to challenge one member of the committee” in the same paragraph.

Background: Concerning the first request for an interpretation, the question has been raised as to whether “the Coordinator's efforts” refers to the preceding paragraph in its entirety or only to the efforts of the Coordinator to mediate between the two parties involved after the Coordinator has determined that the grievance is valid. That is, if the Coordinator determines that the grievance is not valid, does that end the process or can the aggrieved Faculty member ask for a grievance committee to be called as described in paragraph four?

Concerning the second request for an interpretation, the question has been raised for situations in which there is more than one charged party. If there is more than one charged party, should each charged party have the right to challenge one member of the Grievance Committee? The fear was expressed that this could deplete the Grievance Pool and render it impossible to constitute a Grievance Committee.

It is assumed that the process as stated in the *Faculty Handbook* was intended to be fair to both parties. To the first request, it can be argued that the initial determination of the validity or non-validity of the grievance should not preclude the forming of a Grievance Committee of one's peers.

As concerns the second request, the *Faculty Handbook* does not explicitly state what happens if there is more than one charged party listed in the grievance. There are several possibilities. If the charged party is a group, a department or a committee for example, then it can be argued that the group would have only one challenge. If the charged parties are listed as individuals and not connected to any particular group, then it can be argued that each such individual should have a challenge. If the charged party is identified as a group and the individuals in the group are listed, it can be argued either way. The question is which is the fairest alternative to take. The paragraph in question does state that once a Grievance Committee has been formed any one of its five

members can be challenged by any of the charged parties. It seems reasonable to infer that any substitutes drawn cannot be so challenged. This would allow for a Grievance Committee to be formed in extreme scenarios.

According to Part One, Section IV B.5. of the *Faculty Handbook* “questions about interpretation of the *Faculty Handbook* are to be directed to the Academic Vice President and the Chairperson of the Faculty Handbook Committee. These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community.”

Having consulted the Faculty Handbook Committee and the Chair of the Faculty Service Committee, we now issue the following interpretation:

Interpretation: We interpret the “efforts of the Coordinator” to refer to the preceding paragraph in its entirety and that either party has the right to request that a Grievance Committee be formed no matter what the Coordinator determines as to the validity or non-validity of the grievance.

We interpret “Both the Faculty member and the charged party shall have the right to challenge one member of the committee” to mean that both the Faculty member and each individual charged, even if he or she is part of a larger group, has the right to challenge one member of the assembled Grievance Committee. Any substitutes drawn cannot be so challenged.

April 16, 2009

M E M O R A N D U M

To: Members of the Faculty
From: John T. Day, Academic Vice President
R.J. Kolesar, Chair, Faculty Handbook Committee
Subject: Interpretation of the *Faculty Handbook* (Reduction of Salary)

We have been asked for an interpretation of the *Faculty Handbook* concerning reduction of salary:

Should the Faculty, as a group, wish to mandate temporary salary reduction for Faculty members, is it necessary to amend the *Faculty Handbook* to allow for this?

Background: Faculty committees in discussion of the Faculty's contribution to the university in order to avoid a deficit budget for the Academic Year 2009-2010 are considering a mandatory reduction in Faculty salaries as one option. The relevant part of the *Faculty Handbook* is the last sentence in part Three, Sec. IV.,K.:

“In no case shall the rank of a tenured Faculty member be reduced, nor shall the salary of a tenured Faculty member be reduced except as part of a general reduction of salaries to avoid reaching the point of financial exigency.”

Thus it is clear that the *Faculty Handbook*, as presently written, prohibits the Faculty from mandating any salary reduction.

Having consulted the Faculty Handbook Committee, the Chair of the Faculty Council and the Chair of the Rank, Tenure, and Salary Committee, we now issue the following interpretation:

Interpretation: The only way the *Faculty Handbook* allows for reducing a tenured Faculty member's salary is as part of a general reduction in salaries to avoid reaching the point of financial exigency. If a tenured Faculty member's salary is to be reduced for any other reason the *Faculty Handbook* would have to be amended to allow a tenured Faculty member's salary to be reduced for such a reason.

May 13, 2009

MEMORANDUM

To: Members of the Faculty
From: John T. Day, Academic Vice President
R.J. Kolesar, Chair, Faculty Handbook Committee
Subject: Interpretation of the *Faculty Handbook* (Contracts)

We have been asked for an interpretation of the *Faculty Handbook* concerning contracts:

Is the issuance of “contracts” without salary figures consistent with the *Faculty Handbook*?

Background: The relevant sections of the *Faculty Handbook* are:

Preface

For purposes of interpreting and construing the John Carroll University “Faculty Contract” this PREFACE and PARTS ONE through FIVE constitute “The Faculty Handbook.”

Part Three, Section.III (page 14):

1) The precise terms and conditions of every appointment should be stated in writing....

Part Three, Section IV., K. (page 17):

... Members of the Faculty who have tenure are notified in writing at normal contract issuance time about salaries, changes in rank, and other conditions of service for the next Academic Year.

Part Four, Section I.,B (see amendment and page 18):

1. An appointment is deemed to be consummated upon issuance by the University of its commitment and the receipt by the University of a written statement of acceptance....(see Appendices D and E for standard forms.)

2. Every new appointment is made in writing and must be in accordance with the provisions of this Handbook.

3. Reappointments of Faculty serving on full-time teaching contracts are issued by the Academic Vice President on March 15, and acceptance of them is due within six weeks after issuance.

Part Four, Sec. II.,A (see amendment):

Each full-time Faculty member in an academic department is evaluated annually to determine the person's salary for the next Academic Year. ... The respective dean...makes a recommendation for salary to the Academic Vice President. ...The Academic Vice President reviews all of these recommendations and meets...to note concurrence or to discuss and resolve differences. The dean notifies the chairperson of the final salary decisions... The reaction of the chairperson to the proposed contract adjustments may be given further consideration. ... The Academic Vice President has responsibility for final decisions regarding the next year's salaries. ... This process is normally completed by early March; contracts are mailed to the Faculty not later than March 15. ...Appeals from the decision of the Academic Vice President may be made, normally prior to the final date for signing the contract.

Although some of these sections do not explicitly mention salary, it is clear that the *Faculty Handbook* taken in its entirety stipulates that the sum of salary for the next Academic Year be stated in contracts issued on March 15.

Having consulted the Faculty Handbook Committee, the Chair of the Faculty Council and the Chair of the Rank, Tenure, and Salary Committee, we now issue the following interpretation:

Interpretation:

Faculty are to be notified in writing on March 15 of the precise terms and conditions of their service for the next Academic Year. This includes the amount of salary for the next Academic Year.

March 19, 2010

MEMORANDUM

TO: Members of the Faculty
FROM: John T. Day, Academic Vice President
R.J. Kolesar, Chair, Faculty Handbook Committee
SUBJECT: Interpretation of the *Faculty Handbook* (Sexual Orientation)

We have been asked for an interpretation of Part Four, Section I.A. paragraph 2 which reads:

John Carroll University does not discriminate based on race, ...or any other individual characteristic which is irrelevant to academic attainment, professional qualifications, and fulfillment of the mission and goals of the university.

In particular we have been asked whether sexual orientation constitutes a characteristic that is irrelevant to academic attainment, professional qualifications, and fulfillment of the mission and goals of the university.

Background: The present wording of the *Faculty Handbook* does not specify any other individual characteristics. Therefore, a decision on any other specific individual characteristic must be done on an ad hoc basis and must be examined in light of the three factors mentioned. The question, therefore, is whether sexual orientation is irrelevant to academic attainment, professional qualifications, and fulfillment of the mission and goals of the University. If it is concluded that it is not relevant to any of these three factors, then John Carroll does not discriminate on the basis of this individual characteristic.

According to Part One, Section IV B.5. of the *Faculty Handbook* "questions about interpretation of the *Faculty Handbook* are to be directed to the Academic Vice President and the Chairperson of the Faculty Handbook Committee. These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community."

Having consulted the Faculty Handbook Committee, the President, and the University General Counsel, we now issue the following interpretation:

Interpretation: Sexual orientation is an example of an individual characteristic which is irrelevant to academic attainment, professional qualifications, and fulfillment of the mission and goals of the University and, therefore, John Carroll University does not discriminate based on sexual orientation.

September 22, 2010

FROM: John T. Day, Academic Vice President ^{JD}
 R. J. Kolesar, Chair, Faculty Handbook Committee ^{RJK}
 SUBJECT: Request for Interpretation of the *Faculty Handbook* (Professional Travel)

We have been asked for an interpretation of Part Four, Sec. VIII of the *Faculty Handbook* concerning Faculty professional travel; in particular, whether approval of reimbursement of travel expenses can be transferred from the chairs of academic departments to the Office of the Dean.

Part Four, Sec. VIII reads as follows:

PROFESSIONAL TRAVEL

The University helps Faculty members to attend meetings of learned and professional societies under the following terms:

A. With the approval of the departmental chairperson and to the extent that funding is available, the Faculty member attending a convention or meeting, but not officially representing the University or being featured in the program as an officer, speaker, panelist, or individually named participant, is granted at least a transportation mileage allowance if going by automobile, a first-class round-trip fare if traveling by train or boat, or a coach-class (when available) round-trip fare if traveling by air.

B. The Faculty member who officially represents the University or is otherwise programmed as an officer, speaker, panelist, or committee member at the meeting is paid all necessary travel and subsistence expenses by the University, within budget limitations.

Background:

As can be seen in the above section, the Faculty Handbook defines professional travel in a narrow sense, namely travel for attending “meetings of learned and professional societies.” The University funds various other types of travel that do not fall under the provisions concerning professional travel as defined in the Faculty Handbook. These types of travel play no part in what follows.

Previously, the practice for allocating funds for professional travel had been for departments to submit budget requests to cover expenses of Faculty members who planned to attend meetings. These requests were then reviewed by deans and the Academic Vice President who then set a budget amount for the department. (This has not been done recently since budgets have either been frozen or reduced across the University.) Once travel budgets were set, the chairperson had the responsibility of approving travel expenses for the members of the department. It has been pointed out that there seems to be some unfairness in the present method since some departments have larger travel budgets and members who attend multiple meetings and other departments have smaller travel budgets and members who can not have expenses paid for travel. It has been suggested that a possible remedy for this perceived unfairness would be to have some monies for professional travel in a dean’s budget so that

the dean can then address these inequities. It has also been pointed out that one of the main reasons for the present system seeming to be unfair is that departments have not done budgets for the past seven or eight years and present departmental travel budgets have not been adjusted for changes in departments over those years.

Part Four, Sec.VIII, paragraph A above does indicate that (after department budgets have been established) department chairpersons-- and presumably only department chairpersons— have the responsibility for approving expenditures for attending professional meetings.

Although paragraph B does not state it explicitly, this paragraph can be read as implying that chairperson approval also applies to Faculty members who officially represent the University since such expenditures come from department budgets.

In issuing the following interpretation, we have taken into account past practice and the observation that the Faculty Handbook in numerous other sections is quite specific and explicit on the levels of approval required for various decisions on requests and that the section in question mentions only approval of the department chairperson. We have also consulted the Faculty Handbook Committee and past and present deans.

Interpretation:

All budgeted monies for professional travel by individual Faculty members are to be in academic department budgets and are to be allocated solely on the approval of the chairpersons of academic departments.

February 7, 2012

MEMORANDUM

TO: Members of the Faculty
 FROM: John T. Day, Provost and Academic Vice President *JTD*
 R.J. Kolesar, Chair, Faculty Handbook Committee *RJK*
 SUBJECT: Interpretation of the *Faculty Handbook* (Committee Meetings)

We have been asked for an interpretation of the *Faculty Handbook* concerning committee meetings:

May committees, the membership of which includes representative Faculty members, meet when University Faculty are off-contract?

Background: Faculty are off contract outside the Academic Year. All references to committee meetings in the *Faculty Handbook* are to meetings held during the Academic Year but the *Faculty Handbook* does not explicitly address the question about committee meetings outside the Academic Year. However we found the following relevant to this question.

1. Serving on committees is one of the University responsibilities of a Faculty member. (Part Three, Sec. I, C. – page 11)
2. The *Faculty Handbook* establishes the dates of the Academic Year. (Part Four, Sec. XIII., B. – page 39)
3. Faculty are only under contract during the Academic Year. (Part Four Sec. I, B.1. and Appendix D. – pages 19 and 49)
4. The Handbook states that a Faculty member has no obligation to teach outside the Academic Year. (Part Four, Sec. XIV, A.2. – page 40). One may conclude from this that a Faculty member has no obligation to serve on committees outside the Academic Year.
5. Faculty who teach outside the Academic Year are considered to be Lecturers. (Appendix E – page 50). Lecturers have no obligation to serve on committees. Thus, even if under contract to teach, one does not have any obligation to serve on committees outside the Academic Year.
6. The Annual Faculty Evaluation Form states that summer teaching and participation in summer orientation fall outside the 9-month contractual obligations of Faculty and are remunerated independently. While of interest and some significance, they do not weigh as heavily.
7. Payment for services other than teaching rendered outside the Academic Year is determined by mutual agreement between the Faculty member and the Academic Vice President. (Part Four, Sec. XIV., B.3. – page 40)

8. The Handbook states that Faculty have the right to representation on University committees and bodies. (Part Three, Sec. II., D. and Appendix C. – pages 13 and 48) This is especially important for University committees concerned with any of the principal responsibilities of the Faculty in University governance. (Part one, Sec V. – page 6)

The key issue is that the *Faculty Handbook* guarantees Faculty the right to representation on University committees. This representation is accomplished by election by the Faculty or by appointment by the Faculty Council. Regularly scheduling meetings in advance at a time when Faculty representatives may not be able to meet and do not have to meet would be a violation of this right.

Further, one cannot require Faculty members to be present at meetings scheduled outside the Academic Year and, therefore, scheduling meetings of a committee or a body outside the Academic Year cannot guarantee the Faculty the representation required by the *Faculty Handbook*. A University committee or body needs to schedule an adequate number of meetings during the Academic Year to complete its charge.

One may ask what if all Faculty representatives on a University committee agreed to attend meetings scheduled outside the Academic Year and possibly for compensation? Although allowing committees to meet under these conditions seems reasonable, problems can arise.

Faculty members should not be “pressured” into meeting when they are not under contract. Some may not want to, but being asked, might make them unwilling not to serve lest it reflect negatively upon their dedication to the University and to their constituents. Also the fact that they would refuse even if compensation is offered may make them seem ungrateful and responsible for colleagues not receiving extra compensation. No Faculty member should be placed in that situation.

None of the above prevents individual faculty members from choosing to do work outside the contract year related to their committee memberships; they may choose to consult informally with others about committee business or to develop written materials for a committee’s future consideration; however formal committee meetings outside the contract year are to be avoided.

According to Part One, Section IV B.5. of the *Faculty Handbook* “questions about interpretation of the *Faculty Handbook* are to be directed to the Academic Vice President and the Chairperson of the Faculty Handbook Committee. These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community.”

Having consulted the Faculty Handbook Committee and the academic deans, we now issue the following interpretation:

Interpretation: As long as there is Faculty representation on a University committee, University committees are not to meet outside the Academic Year. Exceptions to this may be Search Committees in areas for which the normal hiring cycle falls outside the Academic Year and also Grievance Committees and Faculty Boards of Review, which are formed only during the Academic Year, but which, in order to conclude their deliberations with reasonable promptness, may need to meet outside the Academic Year.

February 7, 2012

MEMORANDUM

TO: Members of the Faculty
FROM: John T. Day, Provost and Academic Vice President *STD*
R. J. Kolesar, Chair, Faculty Handbook Committee *RJK*
SUBJECT: Interpretation of the *Faculty Handbook* (Evaluation Forms)

We have been asked for an interpretation concerning Faculty self-evaluations referred to in Part Four, Sec. II.,A. of the *Faculty Handbook*:

“Are Faculty required to submit Faculty Self-evaluations; and, if so, may Faculty meet the requirement merely by the act of submission (and signature) without addressing any of the items?”

“Presumably some faculty may wish to avail themselves of such an option if they suppose that, either, there are no raises to be gotten for the relevant academic year, or that any raises that there might be are too minimal to warrant their attention.”

Background: The *Faculty Handbook* clearly states that, for the purpose of determining a Faculty member’s salary for the next Academic Year, “each Faculty member completes a self-evaluation each Fall using the format distributed by the Office of the Academic Vice President” and submits it to her or his department chairperson. On the form each Faculty member is asked to complete all sections of the form that apply to her or him.

Implied in the question being asked for interpretation is what does it mean to “complete” a self-evaluation. This might generate a range of opinion, but ultimately, since it is a self-evaluation, it would be up to the individual Faculty member to decide what to say. Of course the self-evaluation is explicitly linked to the chair’s recommendation to the deans and therefore at least part of the dean’s recommendation for salary to the AVP who has the final decision on salary. If nothing is reported then there is no evidence of merit provided by the Faculty member and, therefore, it would be difficult to justify an increase in salary due to merit unless one had information other than from the self-evaluation form. Although this is possible there is no guarantee that this will be available. Other types of salary increases, e.g. cost of living increases or market adjustment increases, could be given independent of any self-evaluation.

According to Part One, Section IV B.5. of the *Faculty Handbook* “questions about interpretation of the *Faculty Handbook* are to be directed to the Academic Vice President and the Chairperson of the Faculty Handbook Committee. These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community.”

Having consulted the Faculty Handbook Committee and the academic deans, we now issue the following interpretation:

Interpretation: Annually, each Faculty member is to submit to her or his chairperson the self-evaluation form provided by the Office of the Academic Vice President. Each section that applies to an individual Faculty member needs to be addressed. How and to what extent this is done is left up to the individual Faculty member.

M E M O R A N D U M

TO: Members of the Faculty
 FROM: John T. Day, Provost and Academic Vice President 
 R.J. Kolesar, Chair, Faculty Handbook Committee 
 SUBJECT: Interpretation of the *Faculty Handbook* (Eligibility of Associate Deans to
 Represent Faculty on University Committees)
 DATE: March 26, 2013

We have been asked for an interpretation of Part One, Section III of the *Faculty Handbook* concerning the eligibility of associate deans to represent the Faculty on University committees. In particular whether associate deans count as deans in Part One, Section III of the *Faculty Handbook*:

Only members of the Faculty are eligible to represent the Faculty on internal University committees. Whether or not they are members of the Faculty, the following are not eligible to represent the Faculty on internal University committees other than the Faculty Grievance committee:

1. the President of the University
2. the vice presidents of the University
3. the deans of the University...

Background

The request for the interpretation arose because a Faculty member serving as an elected representative on University committees became an associate dean and, not having been informed otherwise, continued to serve on the University committees; although in the past some associate deans did resign from committees on which they were representing the Faculty, some of their own volition and some being so instructed. Thus the general consensus seems to have been that they were not considered to be eligible to serve as Faculty representatives. This makes sense since an administrative view on matters may not coincide with that of the Faculty and thus a conflict of interest could arise. Also the relationship of the deans to their departments and therefore to their divisions and to the Faculty at-large changes when they assume a dean's position. As members of the Administration they are no longer eligible to serve on department tenure committees nor on department promotion committees. Also they no longer have the same departmental responsibilities as they did when on Faculty contract. Thus they no longer have the same Faculty view of matters that elected representatives of the Faculty may be called on to represent.

Having consulted the Faculty Handbook Committee and the associate deans, we now issue the following interpretation:

Interpretation: We interpret the deans of the University to include associate deans and therefore associate deans are not eligible to represent the Faculty on University committees.

TO: Dr. Anne Kugler
Chair, Compensation Committee
FROM: John T. Day, Provost and Academic Vice President *JTD*
Robert Kolesar, Chair, Faculty Handbook Committee *RK*
DATE: February 7, 2012
SUBJECT: Request for Interpretation

You asked for interpretations of two parts of the *Faculty Handbook*:

First, what is meant by “preserved” and by “group” in Part Four, Sec. V. A:

Certain benefits are also preserved by each retired member of the Faculty:

2. *purchase of hospitalization and medical insurance at the University’s group rate, but at the expense of the retiree.*

Specifically, does this passage mean the same group medical insurance as that offered to active faculty (that is to say, a primary plan, not a supplemental plan to Medicare)?

Second, what is meant by “booklet” and “written copies” in Part Four, Sec. VII. Fringe Benefits:

The Office of Human resources distributes a booklet describing Faculty fringe benefits to Faculty members at the time they enter into their first contracts with the University. The University is liable for at least the described level of Faculty fringe benefits or for those mutually agreed upon at a later date. Written copies of any changes in fringe benefits shall be distributed promptly to all Faculty member.

Specifically, does this passage require both the booklet and written copy of any changes to be on paper, as opposed to in electronic form?

We do not think that an interpretation is necessary. Rather we suggest ways to address the issues facing the Compensation Committee.

Background: As to the first question: The word “preserved” means “to maintain” or “to keep intact.” No interpretation is needed here. Also, if one were in a group as an active Faculty member and this benefit is preserved, then one would remain in the same group when one’s status changed to retired. This wording (in 2 above) dates back to the 1966 *Faculty Handbook* which also included descriptions of Faculty fringe benefits. The 1967 *Faculty Handbook* contained a list of fringe benefits, as the present *Faculty Handbook* does, but no longer gave a description of the fringe benefits. This was done in a

separate 1967 Fringe Benefit Handbook (possibly the first such handbook). This handbook refers to an annuitant group for retirees with substantially the same coverage but generally with lower premiums depending on certain factors (not spelled out) and paid wholly by the annuitant. There is no specific tie-in with Medicare. This 1967 Fringe Benefit Handbook description of health benefits for retirees is no longer present in Fringe Benefit Handbooks after 1972 and all subsequent fringe benefit handbooks have basically the same language as the 2000 Fringe Benefit Handbook (the most up-to date version) namely:

Retirees may remain on the group health care coverage by remitting the full premium to the University each month.

Again there is no tie-in with Medicare.

However our present health plan states as an exclusion:

...coverage is not provided for services and supplies...For which payment was made or would have been made under Medicare Parts A and B if benefits were claimed. This applies when you are eligible for Medicare even if you did not apply for or claim Medicare benefits. This does not apply, however, if in accordance with federal law, this coverage is primary and Medicare is the secondary payer of health care expenses.

Thus, depending on what federal law states, there is a possible conflict that may need to be remedied.

It has been and still is the understanding of Faculty members on the Faculty Handbook Committee as well as other Faculty members that the language in past and present Faculty Handbooks implies that the group plan mentioned is the same as the one a Faculty member had when on active status and that the premium is the same as the premium for Faculty members on active status but paid entirely by the retired Faculty member. But since the early 1990's and possibly much earlier the University has offered retired Faculty members only supplemental health insurance if they were eligible for Medicare and only if they opted for Medicare. It is not clear whether this constitutes a reduction in fringe benefits and, whether it is or not, there is no evidence that the Faculty were ever notified in writing of this change as required by the *Faculty Handbook*. Thus the only solution may be to put this change before the Faculty for a vote. We agree with your suggestion to ask the Faculty Council to put the change to a vote of the full Faculty and we encourage you to pursue this. Ultimately, as you realize, an amendment to the Faculty Handbook will be needed to make the proposed Faculty Fringe Benefit Handbook consistent with the Faculty Handbook on the matter of hospitalization and health care benefits. However, Faculty agreement to the change needs to be determined first.

As to the second question: The practice always has been for the booklet and written copies to be on paper. Due to the contractual nature of Faculty fringe benefits, the Faculty Fringe Benefit Handbook should continue to be printed on paper and distributed in hard copy to each new Faculty member along with her or his initial contract. This does not prevent the booklet from being made available in electronic form as well. Written copies of changes should also continue to be printed on paper and distributed to all Faculty members with the possibility of the same information being available in other forms as well.



ACADEMIC VICE PRESIDENT
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TO: Members of the Faculty
 FROM: John Day, Provost and Academic Vice President *STD*
 Bob Kolesar, Chair, Faculty Handbook Committee *BK*
 DATE: October 16, 2012
 SUBJECT: Request for Interpretation

We have been asked for interpretations concerning the following questions:

Question One: Do all years served at the rank of instructor or higher with the status of visitor count as probationary years in service toward the automatic conferral of tenure on any faculty member who enters their eighth year of full-time service? (Part Three, Section IV., E.)

Question Two: Another issue related to the first concerns faculty with prior service at other institutions. Are all years, up to three years, of service at other institutions automatically counted in the probationary period if the service is full-time and equivalent in professional character to the Faculty member's service here? (Part Three, Section IV., F.)

Question Three: The Faculty Handbook states the one criterion for tenure in Part Three, Section IV, D and states that departments are to determine standards and procedures. When it comes to required publications, which takes precedence, the guidelines in the Faculty Handbook or the guidelines in department statements?

Question Four: Who has the final word in the event of conflicting views when it comes to interpretation of the Faculty Handbook? (Part One, Section IV., B.5)

Background:

As concerns the first two questions, in the past (since sometime in the mid-1980s), the practice of determining the length of a Faculty member's probationary period was decided in negotiations between the Faculty member, the Chair of the Department or the Director of the Library, the Dean of the College, and the Academic Vice President; that is, whether or not years in a visiting position or years at other institutions were to be counted in the probationary period was open to negotiation. This varied from case to case; some Faculty members had all or some of the prior years count and others did not. It is not clear whether the decisions made were because a longer probationary period was to the Faculty member's advantage in meeting tenure requirements or whether it gave the university more time to make its tenure decision or both. Another factor may have been the fact that some departments insist that the only publications that count are those done while at John Carroll. That this past practice was in fact a problem did not surface until a Faculty member who started out as a visitor complained to the Faculty Handbook Committee that he was being asked to prepare a final tenure dossier in his eighth year of full-time service when, as he pointed out, the Faculty Handbook states that tenure is conferred automatically to begin in the eighth year of full-time service at the University of a Faculty member whose initial rank was that of Instructor.

When, at its September 25, 2006, meeting, the Faculty Handbook Committee brought this to the attention of the Academic Vice President, it became clear that the problem was due in part to mistakenly regarding visiting instructor as a rank, which it is not. The Faculty Handbook defines “visiting” as a status and “instructor” as a rank. (Part One, Section I., B.) The Academic Vice President then agreed to abandon the past practice indicated above and to conform to the practice as stated in the Faculty Handbook. The Faculty Handbook Committee subsequently brought this to the attention of the Faculty at the November 28, 2007, Faculty Meeting at which it was discovered that in fact many Faculty (again dating from the mid-1980s) who were now tenured did not have all their years as visitors count in their probationary period; rather for some the seven-year probationary period began when their status was changed from visiting status to active status. Thus the past practice described above has had a long history. Some Faculty at the meeting expressed interest in writing an amendment to the Faculty Handbook so that the past practice described above would be consistent with the Faculty Handbook. This, along with subsequent inquiries about what to do in that year’s hiring process, persuaded the Academic Vice President to return to the former past practice for visiting Faculty who were being considered for tenure-line positions that year. No amendment was forthcoming and the Faculty Handbook Committee again repeated its insistence to the Academic Vice President that present practice needs to conform with the Faculty Handbook. For some years now the practice of determining the length of the probationary period has moved toward counting all years, including visiting years, in the probationary period when a Faculty member’s status changes from visiting to active. However, it is not clear how widespread the realization of this is.

In February 2008, a Grievance committee in its report to the Faculty through the Faculty Council raised questions one, three, and four above. In September 2011, these questions were forwarded by the Chair of the Faculty Council to the Faculty Handbook Committee for clarification. In its reply to the Faculty Council the Faculty Handbook Committee stated that the issues raised needed to be addressed, and subsequently we have been asked for interpretations of the parts of the Faculty Handbook listed in questions one through four above.

We agree with the Faculty Handbook Committee that it is time to address these questions and disseminate answers to the University community. We find the Faculty Handbook to be clear on these matters and not in need of an interpretation. We do, however, feel that it is important to answer these questions and, in doing so, to bring them to the attention of the Faculty.

Our answers to these questions are as follows:

Question One: According to the Faculty Handbook, the answer is “yes.” The 1940 Statement of Principles on Academic Freedom and Tenure is part of the Faculty Handbook. It states that “beginning with the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years.” Thus all years served at the rank of Instructor or higher are to be counted toward the probationary period. The section in question, Part Three, Section IV., E. of the Faculty Handbook, underscores this fact. If one reads this section, it is clear that, although tenure may be conferred earlier, if it is not, then it is conferred upon Faculty whose initial rank is that of instructor so as to take effect at the beginning of the eighth Academic Year of full-time service at John Carroll University. Thus, according to the Faculty Handbook, if a Faculty member starts at the rank of instructor on visiting status and later is placed on active status, the years spent as a visitor do count in the probationary period.

Question Two: According to the Faculty Handbook, the answer is “yes.” The 1940 Statement of Principles on Academic Freedom and Tenure states that

“beginning with the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years including within this period full-time service in all institutions of higher education; but subject to the proviso that when after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that the new appointment is for a probationary period of not more than four years, even though thereby the person’s total probationary period in the academic profession is extended beyond the normal maximum of seven years.”

Accordingly, Part Three, Section IV., F. of the Faculty Handbook clearly states that, if the previous service is less than three years, then all prior service will count as part of the probationary period. If the previous service is three years or more, then a maximum of three years will count as part of the probationary period. Any additional previous service can be counted as part of the probationary period if so agreed to in writing. As stated, the service at other institutions must be “full-time and equivalent in professional character to the Faculty member’s service at John Carroll University.”

Question Three: The Faculty Handbook states the **one criterion** for tenure in Part Three, section IV., D. and leaves it up only to departments to determine **the standards** by which the criterion is to be met. It requires departments to have their standards and procedures for tenure in writing and that they be approved by the Academic Vice President. Departments cannot have criteria for tenure other than the one stated in this section.

Question Four: It is clear that an interpretation of the Faculty Handbook can only be made jointly by the Academic Vice President and the Chair of the Faculty Handbook Committee (Part One, Section IV., B.5.) Other parties may have their opinions on what the Handbook states, but others cannot interpret the Faculty Handbook. If confronted with differing opinions, one should ask the Academic Vice President and the Chair of the Faculty Handbook Committee for an interpretation of the part of the Faculty Handbook in question: “These two persons, after consulting with others as necessary, together will issue an interpretation, which will then be circulated to the members of the University community.” This interpretation is the final interpretation. If there is disagreement between these two persons, it will be so noted in the interpretation that is circulated. (See Appendix I.4.) No further interpretation can be made within the University.

Future Considerations:

We feel that a wider discussion on questions one and two may be in order. If the Faculty feel that we should return to the previous practice, the Faculty Handbook would need to be amended before such practice is put into effect. It is a matter of integrity that policies and practices that are implemented be consistent with the Faculty Handbook.

Also, it may be helpful to change the wording of the Faculty contract to end the confusion between status and rank. This can be accomplished by inserting the phrase “in <<status>> status” in the first sentence of the second paragraph as follows:

“...and agrees to devote full-time as a teacher on the staff of the University IN <<status>>STATUS with the rank of <<rank>>, <<dept.>>, ...” (Here <<status>> can be filled in with “visiting,” “active,” or “on leave” (“retired” would not come into play) and <<rank>> with “professor,” “associate professor,” “assistant professor,” or “instructor.”)

UNIVERSITY TENURE PROCEDURES AND GUIDELINES

DEFINITIONS

1. “Candidate” means an untenured member of the Faculty on active or on-leave status.
2. “Department Tenure Committee” means the Tenure Committee of a department or of the Library.
3. “University Tenure & Promotion Committee” (UTPC) means the University-wide faculty committee.

TENURE PROCESS GUIDELINES

1. Departments should offer active-status Faculty positions only to candidates who are deemed capable of attaining tenure.
2. The tenure evaluation process should aid candidates in developing into the type of faculty that John Carroll University wishes to tenure.
3. The tenure evaluation process should be open and candid with criticism given when deserved and ways of improvement suggested.
4. Candidates should be made aware of the criteria and the supporting evidence expected of them.
5. Evaluations and decisions should be in writing.
6. The deans should be kept apprised yearly of each candidate’s progress toward tenure.

UNIVERSITY TENURE PROCEDURES

1. Each Department Tenure Committee is composed of all tenured members of the department or library who are on faculty contract and who have voting rights as defined in the Faculty Handbook. In the case of library faculty, the Director of the Library, if a tenured member of the library faculty with voting rights as defined in the Faculty Handbook, will serve on the Library’s Department Tenure Committee. In the case that there are not at least 3 tenured members from the department or library to form the Committee, the department will work with the appropriate dean to identify tenured members from associated departments to bring the total number up to three.

2. At the beginning of each Academic Year, each Department Tenure Committee elects its chair from among its members.
3. At the time that a tenure decision is to be made, a two-thirds vote of the Department Tenure Committee is the requirement for a favorable recommendation for tenure.
4. The recommendation of the Department Tenure Committee is the department's recommendation and it is transmitted from the committee to the appropriate dean through normal communication channels by the chair of the department. In the case of Library faculty, the Committee's recommendation is transmitted to the Academic Vice President (AVP) by the Director of the Library. If the final University decision is counter to the recommendation of the department, the reasons for the decision are communicated to the Department Tenure Committee by the AVP.
5. Each department will have a statement of Procedures and Standards for Tenure, which has been approved by the AVP. This document will be given to each candidate at the time of the candidate's initial appointment to active status on the Faculty. If a department changes this document during the probationary period the candidate has the option of using the initial document or the updated version. These departmental statements will not be in conflict with the University's Tenure Procedures and Guidelines, or with the University's Tenure Process Timetable.
6. Details on the composition, duties, and procedures of the University Tenure & Promotion Committee are outlined in Part One, Section IV.E., of this Handbook.

TENURE PROCESS TIMETABLE

1. Each candidate is given a copy of the department's Procedures and Standards for Tenure prior to or at the time of the issuance of the initial contract as a member of the Faculty on active status.
2. In the spring semester and by March 15, the Department Tenure Committee meets to review the progress of each candidate. Candidates should be informed well ahead of time as to the material the Committee deems pertinent to its review. As part of the review process the assembled Committee meets formally with each candidate.
3. After its meetings, the Department Tenure Committee furnishes to each candidate, by April 1, a written statement on his/her progress toward a recommendation for tenure, detailing the areas which are satisfactory and, where improvement is necessary, specific guidance as to how to achieve the required level of improvement. The Candidate may respond in writing within one week to the written statement.

4. The Department Tenure Committee drafts an annual report that evaluates the candidate's progress in teaching, scholarship, and service, following approved departmental standards and procedures. The annual report includes a recommendation whether or not the faculty member should continue on the Faculty and the numeric details of the vote. A 50% vote is required for a recommendation for continuance.
5. The Department Tenure Committee forwards its annual report to the appropriate dean by April 15; responses by the candidate to the Committee are forwarded to the dean as well. The candidate also receives a copy of the annual report by April 15.
6. The dean certifies in writing to the Department Tenure Committee no later than the Monday before spring commencement that the report addresses departmental and university guidelines and provides the candidate with open and candid criticism, suggestions for improvement, and a thorough analysis of the candidate's supporting evidence. If the dean finds the annual report deficient in any of these respects, the Committee produces an amended report that addresses the concerns of the dean. The amended report is forwarded to the dean and to the candidate by the end of the first week of October.
7. In the case that the University's decision is that the candidate not continue on the Faculty, the decision of the Academic Vice President will be delivered to the candidate, to the department, and to the Department Tenure Committee by the end of the Academic Year.
8. Each candidate undergoes a more extensive review of progress toward tenure, during the year indicated below, approximately in the middle of the candidate's probationary period.

Length of probationary period, in years, determined at time of initial contract	Year of mid-term review
7	3 rd
6	3 rd
5	2 nd
4	2 nd

9. In the year of the mid-term review, the candidate prepares a dossier documenting progress to date in teaching, scholarship, and service and submits it to the Department Tenure Committee by February 1.. After making its evaluation, the Department Tenure Committee forwards the dossier by March 1 to the appropriate dean, as well as the UPTC, along with its annual report and recommendation. At this time, the candidate also receives a copy of the Committee's report. The dean shares these materials with the Committee of Academic Deans (COAD), and by April 1, COAD makes its recommendation to the UTPC. By May 1, UTPC makes its recommendations to the AVP, concerning

- whether the candidate should continue on the Faculty. Before the end of the Academic Year, the AVP notifies the candidate of his/her decision. If the AVP's decision is contrary to the recommendation of the Department Tenure Committee, then the Committee is advised of the reasons that contributed to that decision. For candidates continuing on the Faculty, COAD and UTPC will note areas of concern and offer suggestions for improvement. Copies of the COAD and UTPC communications to the candidate are also provided to the Department Tenure Committee. All of these communications should be made by the end of the Academic Year. Candidates not continuing on the faculty have the right to obtain copies of all written reports.
10. In the semester in which a tenure decision is to be made, the candidate prepares a dossier that supports his/her candidacy for tenure and submits this dossier to the Department Tenure Committee by September 1. By September 15, the Committee meets with the candidate. After meeting with the candidate, the Committee forwards the dossier along with its recommendation and report, by October 1, to the appropriate dean through the usual communication channels, and submits the dossier to the University Tenure & Promotion Committee. The candidate also receives a copy of the Committee's recommendation and report. The dean shares these materials with the Committee of Academic Deans (COAD), and by November 1, COAD forwards its recommendation and report to the University Tenure & Promotion Committee. The UTPC meets by November 15 and reviews the dossier along with the reports of the department/library and COAD. By December 1, UTPC submits its own report to the Academic Vice President. By December 15, the AVP notifies the candidate of his/her decision, and informs the dean, the department and the Tenure Committee of that decision. These communications are done in writing.
 11. If the final decision is contrary to the recommendation of the University Tenure & Promotion Committee, the COAD, or the Department Tenure Committee, then each group is to be advised in writing of the reasons that contributed to that decision.
 12. If the final decision is unfavorable to the candidate, and if the candidate so requests, the candidate should be advised by the Academic Vice President of the reasons that contributed to that decision and, if further requested by the candidate, those reasons should be confirmed in writing.

Approved: April 27, 1987
 April 13, 1988
 Revised: January 14, 1998
 Revised: February 5, 2003
 Revised: March 26, 2008
 Revised: January 14, 2022

DEFINITIONS

1. “Department Promotion Committee” means the Promotion Committee of a department or of the Library.
2. “University Tenure & Promotion Committee” (UTPC) means the University-wide faculty committee.

PROMOTION POLICY

1. That each department, and the library, set up a Department Promotion Committee and establish, by a vote of all members of the department who have voting rights as defined in the Faculty Handbook, and have approved, by the Academic Vice President (AVP), a statement on procedures and standards for promotion.
2. That each department or library member receive a copy of the current approved department or library statement on Standards and Procedures for Promotion.
3. That, in each case to be considered, the Department Promotion Committee be comprised of all tenured members of the department who are at or above the rank being requested, and who are on Faculty contract, and who have voting rights as defined in the Faculty Handbook. The minimum number of members to form a Promotion Committee is two. If, for a particular case, a department does not have at least two qualified members, then the department will work with the appropriate dean to identify qualified members to form the Committee. In that case, at least one member will be the chair of the department, or, if the chair is the candidate in this case, then the Dean of the College or School will serve on the Promotion Committee. If the library does not have at least two qualified members to form a Promotion Committee, then the library faculty will work with the Graduate Dean to identify qualified members to form the Committee. In that case, at least one member will be the Director of the Library, or, if the Director of the Library is the candidate in this case, then the Graduate Dean will serve on the Promotion Committee.
4. That, at the beginning of each Academic Year, each Department Promotion Committee elects its chair from among its members.
5. That a fifty percent vote of a Department Promotion Committee be the requirement for a favorable recommendation for promotion.
6. That the Department Promotion Committee seek input from all members of the department in determining its recommendations.
7. That the recommendation of the Department Promotion Committee be the department’s recommendation and that it be transmitted from the committee to the appropriate dean and the University Tenure & Promotion Committee (UPTC)

through normal communication channels by the chair of the department. If the final University decision is counter to the recommendation of the UTPC, COAD, or department, that the reasons for the decision be communicated to each group by the AVP.

PROMOTION PROCESS TIMETABLE

1. Early in the semester in which promotion decisions are to be made a candidate, who wishes to request promotion, prepares a dossier which supports the candidate's request for promotion and presents this dossier to the Department Promotion Committee. The Department Promotion Committee considers the request using the current approved department statement on Procedures and Standards for Promotion and informs the candidate in writing of its recommendation. If the recommendation is unfavorable to the candidate and if the candidate so requests, the candidate should be advised by the committee of the reasons which contributed to the decision, and, if further requested by the candidate, these reasons should be confirmed in writing. Unless the candidate requests otherwise, the Department Promotion Committee forwards the dossier along with its recommendation and report to the appropriate dean and the University Tenure & Promotion Committee (UTPC) through the usual communication channels. The dean shares these materials with the Committee of Academic Deans (COAD), and makes its recommendation to the UTPC. The UTPC makes its recommendation to the AVP.
2. Both the candidate and the Department Promotion Committee are informed in writing of the final promotion decision.
3. If the final decision is contrary to the recommendation of the UTPC, the COAD, or the Department Promotion Committee, then each group is to be advised of the reasons which contributed to that decision.
4. If the final decision is unfavorable to the candidate, and if the candidate so requests, the candidate should be advised by the AVP of the reasons which contributed to that decision and, if further requested by the candidate, these reasons should be confirmed in writing.

PROMOTION GUIDELINES

1. The promotion evaluation process should aid candidates in developing into the type of faculty that John Carroll University wishes to promote. The Chair of the department or the Director of the Library plays the key role in effecting this.
2. The promotion evaluation process should be open and candid.

3. Candidates should be made aware of the criteria, the type of evidence which is to be used, and the evidence which they are expected to supply.
4. Evaluations and decisions should be in writing.

Approved: May 18, 1989
Revised: January 14, 2022

The Spring, 1995 reprinting of the Faculty Handbook incorporated into the text the amendments of May 23, 1989 and October 19, 1994. The original wording of the parts of the Faculty Handbook replaced by these amendments was as follows:

Those sections changed into their present form by the May 23, 1989 amendment:

Part One, Section V.D.2

The Chairperson of the Faculty Service Committee may call a special meeting at any time and must call a special meeting upon written request from any ten members of the Faculty or at the request of the President.

Part One, Section V.D.6

The Chairperson of each Faculty Meeting shall be the highest ranking member of the Faculty Service Committee present at the Faculty Meeting.

The section changed into its present form by the October 19, 1994 amendment:

Part Three, Section IV.D.

The intrinsic criterion for granting tenure is some suitable combination of excellence in teaching and the scholarship it entails. Each department will establish written standards and procedures for tenure and for meeting at least annually with candidates to review their progress. This review will be separate from the annual Faculty evaluation process (Part Four, Section II).

Note: The amended version of this section makes explicit the April 15, 1985 interpretation of the Faculty Handbook contained in Appendix I.1.

The March 9, 1999 replacement of part IV., I, A brought the Faculty Handbook language up to date with legally required nondiscrimination categories.

The section changed into its present form was as follows:

F. APPOINTMENTS

A. Policy on Equal Employment Opportunity

In keeping with its traditions, John Carroll University maintains and enforces a policy of equal opportunity.

This policy extends to all matters regarding the Faculty, and in accordance with that policy John Carroll does not discriminate on the basis of race, sex, ancestry, or any other individual characteristic which is irrelevant to academic attainment, professional qualifications, and fulfillment of the mission and goals of the University.

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.

The Spring 2006 reprinting of the Faculty Handbook incorporated into the text the amendments of September 30, 1997, and February 3, 1999. The original wording of the parts of the Faculty Handbook replaced by these amendments was as follows:

Those sections changed into their present form by the September 30, 1997, amendment:

Part One, Section II.

Only members of the Faculty have the right to vote on matters entailing Faculty action in the operation of the University. Members of the Faculty on leave or in retired status are nonvoting members.

Part One, Section III.

Only members of the Faculty are eligible to represent the Faculty on internal University committees except as noted in the next sentence. Whether or not they are members of the Faculty, the following are not eligible to represent the Faculty on internal University committees other than the Faculty Grievance committee:

1. the President of the University
2. the vice presidents of the University
3. the deans of the University, and
4. those not having voting rights (see Section II above).

Part Four, Section VI., A.

A leave of absence is a permission to be relieved of all one's service responsibilities to the University for a specified period of time while remaining a member of the Faculty.

Part Four, Section VI., B. was changed only by the addition of a new B., 4. And the subsequent renumbering.

The section changed into its present form by the February 3, 1999, amendment:

Part Four, Section IV.

If a Faculty member has a serious grievance concerning such things as salary, promotion, tenure, or issuance of contract, but not involving discrimination or termination of contract by dismissal for cause, and if all other avenues of appeal have been exhausted short of the President, then the following procedures shall be employed. Upon request of the Faculty member the Grievance Committee will hold an informal and confidential inquiry in order to effect an adjustment between the parties concerned, and, if such fails, to render confidential advice to the President. The decision of the President is the final University position in all cases except those which the Board of Trustees chooses to consider.

The Fall 2010 reprinting of the Faculty Handbook incorporated into the text the amendments of March 21, 2007, May 16, 2007 and June 21, 2010. The original wording of the parts of the Faculty Handbook replaced by these amendments was as follows:

Those sections changed into their present form by the March 21, 2007 amendment:

Part One, Section IV: Standing committees of the Faculty was changed by substituting the Faculty council for the Faculty Service Committee.

Part One, Section IV.,A

A. The Faculty Service Committee

1. Responsible to: the Faculty.
2. Basic Objective: to carry out such procedural functions as shall be necessary for the efficient operation of the Faculty in all matters where the Faculty shall be called upon to express its opinion or render a decision; and to function as an advisory vehicle for effective interchange of ideas, questions, problems, and/or general information between the Faculty and the President through the exercise of the duties listed below.
3. Composition: seven Faculty members elected by the Faculty for rotating terms of two years, three or four new members taking office at the beginning of every Academic Year.
4. Duties:
 - a. to elect a chairperson and secretary from among its own members at the beginning of each Academic Year
 - b. to plan and conduct Faculty Meetings as prescribed in Section V below
 - c. to conduct all elections and other votes (e.g., amendment of the Faculty Handbook) involving the Faculty and to certify the results thereof
 - d. to carry out the selection by lot of members of each Faculty Grievance Committee and Faculty Board of Review as prescribed in the descriptions of those committees
 - e. to request information or interpretation of policy in order to promote better Faculty understanding, and to present questions for clarification
 - f. to meet at least once a month, or more often as urgent business dictates
 - g. to distribute minutes of its meetings to all members of the Faculty

- h. to submit an annual report to the Faculty
- i. to publish at least annually an official list of Faculty and identify the members having the right to vote
- j. to perform such other duties as may be assigned to it from time to time or permanently by the Faculty.

Part One, Section V.,D.

D. Operating Procedures:

1. Ordinarily meetings will be held monthly during the Academic Year. A minimum of one meeting per semester during the Academic Year shall be held.
2. The Chairperson of the body which represents the Faculty in University governance or, in the absence of such a body, the Chairperson of the Faculty Service Committee may call a special meeting at any time and must call a special meeting upon written request from any ten members of the Faculty or at the request of the Chairperson of the Faculty Service Committee or at the request of the President.
3. A quorum for passing procedural motions consists of 20% of the Faculty who are eligible to vote.
4. Procedural questions may be decided by a majority vote of those present and voting if a quorum is present.
5. Substantive questions shall be decided only by a majority vote of those voting on a written ballot made available to all Faculty members who have the right to vote.
6. The Chairperson of each Faculty Meeting shall be the highest ranking member of the body which represents the Faculty in University governance present at the Faculty Meeting or, in the absence of such a member, the highest ranking member of the Faculty Service Committee present at the Faculty Meeting.
7. Proposals for agenda should be forwarded to the Chairperson as far in advance of the meeting as possible.
8. The meetings shall be held under Robert's *Rules of Order* (Latest Edition).

Those sections changed by the May 16, 2007 amendment:

Part Four, Section I., B 3

3. Reappointments of Faculty serving on full-time teaching contracts are issued by the Academic Vice President on December 15, and acceptance of them is due within six weeks after issuance. To allow sufficient observation of the performance of Faculty in their first year of service, the University may inform them that it is delaying issuance of a reappointment, but such delay may never extend beyond March 1. Any other exception to the December 15 date must have the written consent of the University and the Faculty member.

Part Four, Section II.

II. ANNUAL FACULTY EVALUATION PROCESSES

Each full-time Faculty member in an academic department is evaluated annually for purposes of promotion, salary, and, if untenured, tenure. Each fall the Faculty member submits a self-evaluation form, describing the Faculty member's activities and performance, to the departmental chairperson. The chairperson reviews the Faculty member's performance of departmental responsibilities, and during a private conference, discusses that performance. Each chairperson sends both the self-evaluation and his or her recommendations to the respective dean. (These recommendations should separately consider tenure, promotion, and salary.) The individual dean reads these and shares them with the other academic deans of the University.

Professional librarians undergo similar evaluation through the Director of the Library.

The self-evaluations of the chairpersons and of the Director of the Library are reviewed by one of the academic deans. Note is taken of the chairperson's dual responsibilities: those of a teaching Faculty member and those of an administrator. After a private conference, the dean adds comments and recommendations and sends the completed evaluation form to the other academic deans.

After the deans meet, considering each category (tenure, promotion, and salary) in separate meetings, they make recommendations to the Academic Vice President. The Academic Vice President reviews these and meets with the deans to note concurrence or to discuss and resolve differences.

The decision of the Academic Vice President is then discussed by the deans, meeting with each individual chairperson. The reaction of the chairperson to the proposed contract adjustments may be given further consideration by the deans

and Academic Vice President. The Academic Vice President has responsibility for final decisions in each of the categories of tenure, promotion, and salary.

This process is normally completed by early December; contracts are mailed to the Faculty not later than December 15.

The chairperson's recommendation concerning any Faculty member may be examined by that Faculty member. Similarly, the comments and recommendations made by the dean in the evaluation of a chairperson or of the Director of the Library may be examined by the one so evaluated.

Appeals from the decision of the Academic Vice President may be made, normally prior to the final date for signing the contract. The appeal process begins with the Faculty member notifying the departmental chairperson and the deans of an appeal.

Subsequently, a meeting of the Faculty member, the departmental chairperson, and the academic deans is held to review the decision in question. Then the deans make a recommendation on the matter involved, sending their recommendation to the Academic Vice President for decision. Results of this appeal are communicated to the Faculty member and the chairperson by the appropriate dean or by the Academic Vice President.

The line of further appeal within the University is as follows: the Faculty Grievance Committee, the President of the University, and the Board of Directors.

The section changed by the June 21, 2010 amendment:

Part One, Sec. IV., C.

3. Composition: five Faculty members to be drawn by lot from a pool of ten members elected at large from the Faculty. Five will be elected each year for a two-year term. Simultaneous membership in this pool and the pool for the Faculty Board of Review is prohibited.

The Spring 2014 reprinting of the Faculty Handbook incorporated into the text the November 15, 2012 amendment of Part Four, Section III. and the August 30, 2013 amendment of Part Four, Section V.,A. that changed the second item 2 and Part Four, Section V, F.10 b.

Those sections changed into their present form by the November 15, 2012 amendment:

III. DISCRIMINATION GRIEVANCE PROCEDURES

When a Faculty member feels that he or she has been discriminated against, for example, because of race, sex, or ancestry, the following procedures shall be employed. Nothing herein, and in Section IV following, precludes an aggrieved Faculty member from seeking satisfaction through the courts of the State of Ohio or of the United States prior to, or at any stage of, the grievance procedure.

The Faculty member shall first contact the member of the Faculty, administration, or staff against whom the grievance is directed within thirty days of the alleged discrimination and attempt to resolve the matter with that individual (the charged party). If the matter cannot be satisfactorily resolved in this manner, the Faculty member shall submit to the University's Coordinator of Equal Opportunity Programs (for Faculty), in writing, a description of the grievance, a statement of the redress sought, and a summary of the attempts which have been made to resolve the matter.

Upon the receipt of written statements from both parties, the Coordinator shall promptly make such investigation as he or she deems necessary. If the Coordinator determines that the grievance is not valid, he or she shall so inform both parties. If the Coordinator determines that the grievance is valid, the Coordinator shall attempt to mediate between the two parties. The Coordinator shall complete this determination and mediation, and shall report the results in writing to both parties, within ten days after receiving the written statements.

If either party is not satisfied with the outcome of the Coordinator's efforts,¹ he or she may pursue the complaint within fourteen days by so informing the Coordinator, who will then ask the Chairperson of the Faculty Council to assemble a Grievance Committee. The dissatisfied party then presents evidence and arguments at hearings scheduled by the Committee. All members of the Committee shall be present at each hearing. The Coordinator shall sit with the Committee in an advisory capacity. Both the Faculty member and the charged

¹ See Appendix I.5 for an interpretation of this part of the Faculty Handbook.

party shall have the right to challenge one member of the Committee,¹ substitutes to be chosen by lot. Both the Faculty member and the charged party shall have the right to bring witnesses to testify on his or her behalf.

The Committee shall have access to whatever information it considers necessary, provided that the information does not violate confidentiality or the rights of others. All records of Committee proceedings shall be confidential and shall remain in the custody of the Coordinator. The Committee shall present its findings and recommendations to the Academic Vice President and to both the principal parties within ten class days after these hearings. After allowing ten class days for the principal parties to comment on the Committee's findings and recommendations, the Academic Vice President shall make a final judgment. In the event that the Academic Vice President's judgment is not in accord with that of the Grievance Committee, the reasons for the judgment shall be stated in detail to the Committee and to the principal parties. Should the grievance be directed against the Academic Vice President, the Committee's findings and recommendations shall go to the President of the University, who shall act in the stead of the Academic Vice President.

Upon the request of the Faculty member or of any other member of the Faculty, administration, or staff directly affected by the decision of the Academic Vice President, the President of the University may, but need not, elect to review the judgment of the Academic Vice President. If he does elect to do so, the decision which he makes shall be the final University position.

Notwithstanding the above provisions, if at any time it appears that the complaint raises issues which must be decided by the Board of Directors of the University, the President shall refer the matter to the Board of Directors, whose decision shall be the final University position.

Access to University counsel shall be available for the Grievance Committee for all its actions and deliberations. The expense of this counsel shall be borne by the University.

- Those sections changed into their present form by the August 30, 2013 amendment:**
- 2. purchase of hospitalization and medical insurance at the University's group rate, but at the expense of the retiree
- and:**
- 10.b purchase of hospitalization and medical insurance at the University's group rate, but at the expense of the terminated Faculty member

¹ See Appendix I.5 for an interpretation of this part of the Faculty Handbook.

Also changed by the Spring 2014 reprinting, Part IV, Sec. 1.

PERSONNEL POLICIES

I. APPOINTMENTS

A. Policy on Equal Employment Opportunity

In keeping with its traditions, John Carroll University maintains and enforces a policy of equal opportunity.

John Carroll University does not discriminate based on race, age, color, sex, religion, ethnic or national origin, disability, Vietnam veteran status or special disabled veteran status, or any other individual characteristic¹ 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.

The Spring, 2019 reprinting of the Faculty Handbook (now electronic version is official) incorporated into the text the amendments of March 29, 2017, May 24, 2018 and May 15, 2019. The original wording of the parts of the Faculty Handbook replaced by these amendments was as follows:

Those sections changed into their present form by the March 29, 2017 amendment:

Part Four, Section XIII

A. Salary payments to Faculty members on Academic Year contracts are made at the end of each month. The salary payment is mailed to reach the address designated by the Faculty member no later than the last day of the month. In every case, the total salary for the Academic Year shall be paid within the twelvemonth period beginning with the first full calendar month in the Academic Year.

Those sections changed into their present form by the May 24, 2018 amendments:

Part Three, Sec. III

¹ See Appendix I.4 for an interpretation of this part of the Faculty Handbook.

(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.

Part Three, Sec. IV

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.

Part Four, Sec. X

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:

Part Four, Sec. I

A – Policy on Equal Employment Opportunity In keeping with its traditions, John Carroll University maintains and enforces a policy of equal 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.

Part One, Sec. IV

B. The Faculty Handbook Committee

4. Duties:

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

Part Four, Sec. VI

LEAVES OF ABSENCE

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.

Part Four, Sec. XIV

B. Remuneration

1. Pension payments, by both the University and the Faculty member, continue to be based on total earnings from the University.

Part Four, Sec. V

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.

Part Four, Sec. V

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.

Those sections changed into their present form by the May 15, 2019 amendments:

PART FIVE

AMENDMENTS AND REVISIONS

I. AMENDMENT PROCEDURES

....

C. Within thirty days after such Faculty Meeting, the Faculty Council shall conduct a written ballot on the proposed amendment. If the amendment receives a majority of the Faculty eligible to vote, it shall then be forwarded by the Faculty Council to the Board of Directors for consideration.

....

II. REVISION PROCEDURES

A. If the Faculty Handbook Committee proposes a revision of the Faculty Handbook, the revision becomes effective when the following three steps are completed:

- 1. The revision receives a majority vote of the Faculty eligible to vote.

**PART ONE
ORGANIZATION OF THE FACULTY**

....

II VOTING RIGHTS

Only members of the Faculty have the right to vote on matters entailing Faculty action in the operation of the University. Members of the Faculty in retired status are nonvoting members. Members of the Faculty on leave are nonvoting members unless they choose to retain the right to vote. (See Part Four, Section VI., A and B. 4.)

VI. LEAVES OF ABSENCE

....

- 4. Faculty on leave may choose to retain the right to vote for a maximum of two successive semesters. Faculty members on leave must indicate in writing to the Academic Vice President prior to going on leave those department personnel issues for which they choose to retain the right to vote and an intention to keep informed about deliberations concerning those issues. Any extension of this right beyond two semesters must be approved by the Academic Vice President.

**PART ONE
ORGANIZATION OF THE FACULTY**

....

VI. FACULTY MEETINGS

....

D. Operating Procedures

....

- 3. A quorum for passing procedural motions, amendments to proposals, and whether to advance substantive issues to a written vote of the full faculty consists of 20% of the voting Faculty who are eligible to vote.

PART FIVE: AMENDMENTS AND REVISIONS

1. AMENDMENT PROCEDURES

B. It shall then be the duty of the Faculty Handbook Committee to study such proposals in consultation with appropriate administrators and Faculty members, and to present them, with such recommendations as are deemed advisable, at the first Faculty Meeting scheduled thirty days or more after receipt of the proposal.

C. Within thirty days after such Faculty Meeting, the Faculty Council shall conduct a written ballot on the proposed amendment. If the amendment receives a majority vote of the Faculty eligible to vote, it shall then be forwarded by the Faculty Council to the Board of Directors for consideration.

D. Within ninety days of the receipt of the proposed amendment (counting only days during the Academic

PART FIVE: AMENDMENTS AND REVISIONS

1. AMENDMENT PROCEDURES

....

B. The proposing body will create a draft proposal that will be shared with the Faculty Handbook Committee and the faculty. The draft proposal will be sent to Faculty Council, and that body will act as managers to disseminate the proposal to the faculty and administration. There will be a period of review and comment that lasts 30 days. During that time, the proposers will host hearings or discussions to which the entire university community are invited. Following feedback and suggestions, the proposers will have an opportunity to revise their proposal in light of recommendations received.

C. After revisions, if any, the proposing body will send a formal proposal to the Faculty Handbook Committee. It shall then be the duty of the Faculty Handbook Committee to study such proposals and formulate a recommendation to the faculty considering the proposal. It will not be further changed by the committee, nor will they make recommendations for change to the proposal at this time.

D. At the end of the review process, the Faculty Handbook Committee will forward the proposal to the Faculty Council with their recommendation. Faculty Council will share the final proposal with the faculty and administration, and organize formal open hearings. The proposal will be presented to the Faculty at the first Faculty Meeting following this second 30 day review period.

E. If the faculty vote to move the proposal forward for a vote, the proposal will move forward to a ballot issue before the faculty immediately (within one week of the faculty meeting). If the amendment receives a majority vote of the Faculty eligible to vote, it shall then be forwarded by the Faculty Council to the Board of Directors for consideration.[*]

F. After a 30 day review period (counting only days during the Academic Year), the Board of Directors Year) the Board of Directors shall return the amendment either approved or disapproved to the Faculty Council. In case of disapproval, a disapproved to the Faculty Council. If this takes the Board into the summer, it will be decided at the first Board Meeting in the fall. In case of disapproval, a written explanation of the reasons for such disapproval shall be included.

E. In case of need, by mutual agreement of the Board of Directors and the Faculty Council, the time requirements specified in D above may be extended. If this occurs, the Faculty should be informed in writing.

PART FIVE: AMENDMENTS AND REVISIONS

1. AMENDMENT PROCEDURES

A. Proposed amendments to this Handbook may be initiated by submission, in writing, of the proposed change to the Faculty Handbook Committee by any of the following:

“any college or school of the university through a motion passed at a college or school meeting” was added

Part Five, Section I

&

Part Five, Section II

Accommodation for electronic version of handbook was added

Mar. 2021 the Board of Directors made substantive amendments to the Handbook, over the formal vote of Faculty against their amendments. Faculty voted Jan 21-27, 2021: Part Five: Amendments and Revisions, to amend process of changing the Handbook 29 For, 103 Against, 2 Abstain, Part Four: Personnel Policies, Section VII. Fringe Benefits 25 For, 106 Against, 3 Abstain, i) Part Four: Personnel Policies, Section V. Termination of Contract, ii) Part Four: Personnel Policies, Subsection V.F Termination of Contract because of Financial Exigency to add Budgetary Hardship section, and iii) for clean-up purposes, Part Three: Rights and Responsibilities of the Faculty, Section IV. Tenure 13 For, 120 Against, 1 Abstain. The original text of the key sections altered appear below.

Amendments and Revisions (NOTE: recent changes had been made by Faculty vote and approved by Board of Directors). Spring 2019 reprinting text is below.

PART FIVE

AMENDMENTS AND REVISIONS

I. AMENDMENT PROCEDURES

- A. Proposed amendments to this Handbook may be initiated by submission, in writing, of the proposed change to the Faculty Handbook Committee by any of the following:
1. the President of the University
 2. the Chairperson of the Board of Directors of the University
 3. the President of the John Carroll University chapter of the American Association of University Professors
 4. any department of the University through a motion passed at a department meeting
 5. any college or school of the university through a motion passed at a college or school meeting
 6. the Faculty through a motion passed at a Faculty Meeting
 7. the Faculty Council
 8. the Faculty Handbook Committee on its own initiative.
- B. The proposing body will create a draft proposal that will be shared with the Faculty Handbook Committee and the faculty. The draft proposal will be sent to Faculty Council, and that body will act as managers to disseminate the proposal to the faculty and administration. There will be a period of review and comment that lasts 30 days. During that time, the proposers will host hearings or discussions to which the entire university community are invited. Following feedback and suggestions, the proposers will have an opportunity to revise their proposal in light of recommendations received.
- C. After revisions, if any, the proposing body will send a formal proposal to the Faculty Handbook Committee. It shall then be the duty of the Faculty Handbook Committee to study such proposals and formulate a recommendation to the faculty considering the proposal. It will not be further changed by the committee, nor will they make recommendations for change to the proposal at this time.
- D. At the end of the review process, the Faculty Handbook Committee will forward the proposal to the Faculty Council with their recommendation. Faculty Council will share the final proposal with the faculty and administration, and organize formal open hearings. The proposal will be presented to the Faculty at the first Faculty Meeting following this second 30 day review period.
- E. If the faculty vote to move the proposal forward for a vote, the proposal will move forward to a ballot issue before the faculty immediately (within one week of the faculty meeting). In order for the vote to be valid, a quorum of at least 60% of the faculty eligible to vote must vote. If a quorum votes, and the amendment receives at least 60% support from those voting, it shall then be forwarded by the Faculty Council to the Board of Directors for consideration.

- F. After a 30 day review period (counting only days during the Academic Year), the Board of Directors shall return the amendment either approved or disapproved to the Faculty Council. If this takes the Board into the summer, it will be decided at the first Board Meeting in the fall. In case of disapproval, a written explanation of the reasons for such disapproval shall be included.
- G. In case of need, by mutual agreement of the Board of Directors and the Faculty Council, the time requirements specified in F above may be extended. If this occurs, the Faculty should be informed in writing.
- H. Amendments become effective as of the date a copy of each is distributed by the Faculty Council to each member of the Faculty. Distribution can occur by paper copy or email notification. Such copy shall contain:
1. the adopted amendment
 2. certification by the Chairperson of the Faculty Council of the approval of a majority of the Faculty, except in the case provided for in I below
 3. approval by the Board of Directors for the University. This distribution shall be no later than fifteen days after receipt of the approved amendment from the Chairperson of the Board of Directors.
- I. When an amendment proposed by the Board of Directors has not received the majority required for approval by the Faculty, the Board may still adopt the amendment on its own authority. In such cases the following shall obtain:
1. The Board shall notify the Faculty Handbook Committee of its intention and shall consult with them about the matter, requesting such information concerning the action taken by the Faculty as the Board shall deem advisable
 2. If the final action of the Board is adoption of the amendment, it shall then become part of the Faculty Handbook upon proper notification but
 - a. the new amendment shall not take effect until the Academic Year following the next issuance of contracts, and
 - b. an authentic copy of the new amendment shall be attached to the first contract or letter of appointment issued to each Faculty member after the amendment has been adopted.
- J. The Faculty Handbook Committee may make nonsubstantive textual rectifications of the Handbook on its own initiative. Such rectifications become effective ten days after a copy thereof (on paper or emailed) is

distributed to all Faculty members by the Faculty Handbook Committee. If challenged in writing during that ten-day period by any of the parties listed in A above, the change becomes subject to formal amendment procedures.

II. REVISION PROCEDURES

- A. If the Faculty Handbook Committee proposes a revision of the Faculty Handbook, the revision becomes effective when the following three steps are completed:
1. The revision receives at least 60% support from those faculty voting, with the additional requirement that at least 60% of the faculty eligible to vote must vote for the vote to be counted.
 2. The revision receives the approval of the Board of Directors of the University
 3. A copy of the revised Faculty Handbook (paper copy or pdf file by electronic distribution) is distributed by the Faculty Council to each member of the Faculty.
- B. Nothing herein shall prevent the Board of Directors from revising this Handbook, after consultation with the Faculty, as it relates to new Faculty at the time of initial employment.

III. ADOPTION OF AMENDMENTS AND REVISIONS

- A. Following the approval and adoption of any textual rectification of the Handbook, any amendment to the Handbook, or any revision of the Handbook, an updated electronic copy of the Handbook reflecting these changes must be prepared by the Faculty Handbook Committee within 30 days and posted on an easily accessible John Carroll University Website. This version will bear the date of its preparation and will then become the official, contractual version of the Faculty Handbook.

Termination of contract and tenure:

- I. Termination of Contract because of Financial Exigency

The termination of an appointment with continuous tenure or of a term appointment before the end of the specified term may occur because of a publicly demonstrated *bona fide* financial exigency.

FINANCIAL EXIGENCY

Financial exigency is defined as an imminent financial crisis which, in the opinion of the Board of Directors, based upon reliable projections of the University's financial officers, threatens the survival of the University as a whole and which cannot be alleviated by less drastic means than the termination of contracts of tenured Faculty members.

To represent and protect the interests of the Faculty, the following procedures shall be carried out:

1. The Vice President for Finance reports annually in writing and in person to the Faculty concerning the present and projected financial health of the University.
 2. Faculty other than officers of the administration are actively involved in the planning process of the University as representatives of the Faculty.
 3. Faculty other than officers of the administration serve as representatives of the Faculty on any group which assumes the responsibility for recommending that the President announce that financial exigency either exists or is imminent. In any such announcement, the President shall report the recommendations of this group, his own attempts to pursue all feasible alternatives (for example, less radical retrenchments), as well as relevant supporting evidence of the exigency which is at least imminent.
- E. Once financial exigency is declared, the judgments determining where within the overall academic program termination of appointments may occur should be primarily the responsibility of the Faculty through a committee elected by the Faculty for this purpose.
- F. The Faculty or an appropriate Faculty body should also exercise primary responsibility in determining the criteria for identifying the individuals whose appointments are to be terminated. Factors to be considered in determining these criteria should include such items as tenure, rank, years of service to the University, and unique contributions to the University's programs.
- G. The Academic Vice President has the responsibility for identifying the individuals whose appointments are to be terminated.
- H. A Faculty member whose appointment is to be terminated may appeal the decision of the Academic Vice President with respect to the application of the criteria by requesting that a Faculty Grievance Committee review the decision.
- I. Notice of termination of appointment of a Faculty member because of financial exigency shall be as indicated in the following schedule:
- a. during the first Academic Year of appointment, no later than three months before termination

- b. during the second Academic Year of appointment, no later than six months before termination
- c. after the second Academic Year of appointment, no later than twelve months before termination.

Any portion of the period of notice of termination may be replaced by payment of the normal salary with fringe benefits for that portion.

- J. In all cases of termination of appointment because of financial exigency, the place of the Faculty member concerned will not be filled by a replacement within a period of three years, unless the released Faculty member has been offered reinstatement and a reasonable time in which to accept or decline it.
- K. A tenured Faculty member whose appointment is terminated for reasons of financial exigency is provided with the following privileges and benefits for the time interval between termination and obtaining full-time employment:
 - a. tuition benefits of the Faculty
 - b. purchase of hospitalization and medical insurance at the University's group rate, but at the expense of the terminated Faculty member unless age sixty-five or older. If age sixty-five or older, then, upon enrollment in Medicare Parts A and B, terminated Faculty members may elect University-sponsored group supplemental medical and prescription drug insurance at the University's group supplemental rate, but at the expense of the terminated Faculty member¹
 - c. discount purchasing at the bookstore and on orders placed through the Purchasing Office
 - d. use of the library
 - e. subject to availability, an office, research space, and other resources normally made available to the active and visiting members of the terminated Faculty member's department.

Fringe Benefits:

VII. FRINGE BENEFITS

The Office of Human Resources distributes a booklet describing Faculty fringe benefits to Faculty members at the time they enter into their first contracts with the University.² The University is liable for at least the described level of Faculty fringe benefits or for those mutually agreed upon at a later date. Written copies of any changes in fringe benefits shall be distributed promptly to all Faculty members. Nothing herein shall prevent the University from changing or reducing the Faculty fringe benefit package offered to new Faculty at the time of initial appointment. A short description of the current fringe benefits is given in Appendix G.

¹ As amended (8/30/2013). See Appendix L.5.

² See Ic.1.

INDEX

References to materials in the Appendices are included. The material in the Appendices is for informational purposes only and is not part of the Faculty Handbook.

Note: Pages numbered after 44 refer to Appendices of the Faculty Handbook.

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