CHAPTER V
FACULTY: TERMS AND CONDITIONS OF SERVICE

DEFINITION OF FACULTY

The faculty comprises all persons having appointment for the instruction of students. Faculty are expected to be professionally competent, committed to teaching, concerned about student development, committed to the beliefs, purposes and policies of the University, respectful of colleagues, and participants in the governance of the University.

I. FACULTY RANK AND TITLES

The faculty of the university consists of four (4) distinct groups: Ranked Full-Time Faculty, Ranked Part-Time Faculty, Adjunct Faculty and Special Appointment Faculty. Specific contractual rights and responsibilities for each group are defined in this Faculty Manual.

A ranked faculty member is a full-time or part-time employee of the University who has been appointed to one (1) of the three (3) regular ranks: Assistant Professor, Associate Professor or Full Professor.

At the time of initial appointment of a full-time or part-time faculty member, the Vice-President for Academic Affairs, in consultation with the President and the Department Chairperson, shall make a judgment about rank for the faculty member’s initial contract using the criteria described below.

Written copies of the determination will be provided to the Department Chairperson and the individual involved. Thereafter, rank changes are subject to the provisions of Section I A of this chapter.

Credit towards promotion may be granted at the time of initial hiring but not beyond three (3) years toward the Associate Professor rank or five (5) years toward the Full Professor rank. This agreement must be in writing at the time of initial appointment.

Regardless of type of appointment or rank, all faculty members shall be assured of academic freedom.

The Clarke University Health Profession programs have additional criteria for the ranked positions including: 1) licensure as a Registered Nurse, Physical Therapist or Athletic Trainer in the state of Iowa, 2) demonstrated knowledge and skill in the profession of nursing, physical therapy or athletic training, 3) board certification as appropriate (nurse practitioners, physical therapists and athletic trainers), and 4) health status that permits execution of all faculty responsibilities. Discipline specific information concerning these criteria is set forth in the Clarke University Nursing Handbook, Program of Physical Therapy Faculty Handbook and Athletic Training Handbook: Policy and Procedure Manual.

Throughout the sections pertaining to specific ranks, an institution of “recognized standing” shall mean a college or university, accredited by a regional accrediting association, e.g., The Higher Learning Commission of The North Central Association, or a recognized university of international standing.
A. RANKED FACULTY – ACADEMIC TRACK

1. ASSISTANT PROFESSOR

An Assistant Professor in an academic track shall possess an earned doctorate or the highest degree (e.g. MFA) in the applicable field from a graduate institution of recognized standing. A faculty member initially appointed as an Instructor who obtains a doctorate or an appropriate terminal degree, will receive an automatic administrative promotion to the rank of Assistant Professor.

With the permission of the President, the foregoing criteria for ranked faculty members may be modified or waived at the time of hiring to accommodate extraordinary circumstances or to otherwise meet the needs of the university.

An Assistant Professor shall give evidence of effective teaching, scholarship or creative work, professional growth and evidence of service and commitment to the University.

2. ASSOCIATE PROFESSOR

An Associate Professor in an academic track shall possess an earned doctorate or the highest degree (e.g. MFA) in the applicable field from a graduate institution of recognized standing. An Associate Professor shall have at least six (6) years of full-time ranked teaching in an accredited college or university or the professional equivalent. For promotion to this rank, three (3) of those years must be at the rank of Assistant Professor at Clarke University.

With the permission of the President, the foregoing criteria for ranked faculty members may be modified or waived at the time of hiring to accommodate extraordinary circumstances or to otherwise meet the needs of the university.

An Associate Professor shall give evidence of continued growth in effective teaching and scholarship or creative work, commitment to professional growth and continued commitment and service to the University.

3. FULL PROFESSOR

A Full Professor shall possess an appropriate earned doctorate or the highest degree (e.g. MFA) in the applicable field from a graduate institution of recognized standing.

A Full Professor must also have at least nine (9) years of full-time ranked university teaching in an accredited college or university. For promotion to this rank at least four (4) of those years must be at Clarke University and at least three (3) years at the Associate Professor rank.

A Full Professor shall give evidence of outstanding teaching and recognized scholarship or creative work, commitment to continued professional growth and continued commitment and service to the University.
B. RANKED FACULTY – CLINICAL TRACK

Ranked faculty refers to Associate Professor or Assistant Professors who have clinical tenure-track appointments.

1. ASSISTANT PROFESSOR

An Assistant Professor in a Clinical Track shall possess a masters degree in the applicable or related field from a graduate institution of recognized standing, a minimum of four (4) years professional experience, and certification in a clinical specialty. The “clinical specialty” is defined in the respective departmental faculty handbook.

With the permission of the President, the foregoing criteria for ranked faculty members may be modified or waived at the time of hiring to accommodate extraordinary circumstances or to otherwise meet the needs of the university.

An Assistant Professor in a Clinical Track shall give evidence of effective teaching, scholarship in the clinical specialty, a professional growth plan, and evidence of service and commitment to the University.

2. ASSOCIATE PROFESSOR

An Associate Professor in a Clinical Track shall possess a masters degree in the applicable or related field from a graduate institution of recognized standing, certification in a clinical specialty, and demonstrate leadership, accomplishment, and expertise in advanced clinical practice.

An Associate Professor in the Clinical Track shall have at least seven (7) years of full time rank teaching in an accredited college or university or the professional equivalent. For promotion to this rank, four (4) of those years must be at the rank of Assistant Professor at Clarke University. There can be no further advancement in rank for faculty members in a clinical track position.

With the permission of the President, the foregoing criteria for ranked faculty members may be modified or waived at the time of hiring to accommodate extraordinary circumstances or to otherwise meet the needs of the university.

An Associate Professor in a Clinical Track shall give evidence of effective teaching, scholarship in the clinical specialty, a professional growth plan, and evidence of service and commitment to the University.

C. NON-RANKED FACULTY

Special appointments are non-ranked positions. For a description of these see Section IIB 5 of this chapter.

II. FACULTY APPOINTMENTS

A. TYPES OF APPOINTMENTS

Initial faculty appointments may be to a tenure-track (academic or clinical), non-tenure track, appointments of honor or special appointments.

Prior to awarding of tenure, tenure-track faculty appointments are probationary (term) appointments. Following the award of tenure, such appointments are continuous. All faculty members holding tenure-track appointments at the rank of Assistant Professor or above are eligible for consideration for tenure.
Non-tenure track appointments do not lead to tenure. These faculty positions may be full-time or part-time, instructor, lecturer, visiting faculty, adjunct, or developmental educators. Such appointments are subject to the conditions of the original appointment.

All faculty, those tenured as well as those non-tenured, full-time and part-time, receive annual contracts.

All faculty appointments are to a specific academic department as stated in the contract. Dual appointments (to different departments within the University) may be granted a faculty member. In such case, the Vice-President for Academic Affairs in consultation with the faculty member and the applicable Department Chairpersons, will select one academic unit as the faculty member’s primary academic unit.

B. DEFINITIONS OF APPOINTMENT TYPES

1. TENURED

“Tenured” refers to a ranked faculty member employed under a continuous appointment. Faculty members employed under a continuous appointment are entitled to annual contract renewal and shall be subject to the terms and conditions of employment that exist at the time of each annual renewal by the University. Continuous appointments carry insurance of permanency until retirement age has been reached. However, they are subject to termination for cause, financial exigency, program revision or discontinuance of a program. (See Section XII B of this chapter.)

2. TENURE TRACK

Tenure track refers to the appointment of an untenured, ranked faculty member in an academic or clinical track who must apply for tenure upon completion of the requirements specified in Section XI D of this policy manual.

3. NON-TENURE TRACK

Non-tenure track refers to the appointment of an untenured faculty member as an Instructor, Lecturer, Adjunct, Visiting Professor or Developmental Educator. These appointments are limited to the terms of employment outlined in the applicable contract. Such appointments do not confer upon a faculty member entitlement to continued employment after the term specified in the employment contract expires. The University need not give any reason nor show cause for non-renewal of these appointments. However, when a non-tenure track Instructor becomes eligible for a tenure track position, up to three (3) years of credit may be given toward advancement or eligibility for tenure.

A full-time faculty member whose academic degree does not meet the qualifications set out in Section I A above may be issued non-tenure contracts as long as he or she fulfills the obligations set for all faculty and the requirements set for the rank held by that faculty member, or until the University needs to fill the position with a faculty member having the appropriate terminal degree.

With the permission of the President, the foregoing criteria for non-tenure track faculty members may be modified or waived at the time of hiring to accommodate extraordinary circumstances or to otherwise meet the needs of the university.

4. APPOINTMENTS OF HONOR

a. PROFESSOR EMERITUS
The title Emeritus may be awarded to faculty members with the rank of Full Professor or Associate Professor if, on retirement, they have served in a distinguished manner as a full-time faculty member at Clarke University. The President makes the recommendation to the Board of Trustees regarding the faculty members to whom the rank of Emeritus Professor should be awarded. The award of this title is considered an administrative promotion given to fully retired Professors and Associate Professors who have taught at the University for at least ten (10) years. No compensation accrues by virtue of this rank except by a mutual agreement (approved by the Board of Trustees) between the President of the University and the individual. The emeritus faculty member may be offered a part-time term contract to teach or fulfill other duties. In such cases, supplementary benefits, if any, will be specified in the contract that shall be limited to less than half-time faculty status. Emeritus faculty receive all the benefits of retired faculty.

b. PROFESSOR WITH DISTINCTION

The title Professor with Distinction is given to Full Professors who have obtained some form of extraordinary recognition in their field. The conferring of this title is an administrative promotion granted by the Board of Trustees toward the end of an individual’s career; often in connection with the granting of an endowed chair or other special prerequisites.

c. ARTIST/ WRITER/ SCHOLAR-IN-RESIDENCE

The University may appoint distinguished artists, writers, and scholars to the special status of Artist/ Writer/ Scholar-in-Residence. Such appointments are term contracts and may be full-time or part-time depending on the needs of the University. Ordinarily, the appointment of an Artist/ Writer/ Scholar-in Residence shall be for one year.

5. SPECIAL APPOINTMENTS

All special appointment contracts are non-tenure appointments and do not count toward promotion.

a. INSTRUCTOR

An Instructor in an Academic Track shall possess a master’s degree from a graduate institution of recognized standing, in an exceptional case, a professional equivalent. Appointments at this rank are non-tenure track. Additional education or credentials are required for advancement. If qualified for advancement, no more than three (3) years spent at this rank can be counted toward tenure. An Instructor shall also evidence commitment to teaching, continued professional growth, and service to the University. An Instructor will receive an automatic administrative promotion to the tenure track and to the rank of Assistant Professor upon obtaining a doctorate or the appropriate professional or terminal degree in the field.

An Instructor in a Clinical Track shall possess a masters degree in the appropriate or related field and a minimum of four (4) years clinical experience or a professional equivalent. Appointments in the Clinical Track shall be made for faculty whose teaching responsibilities include documented clinical education and on-site instruction. Ordinarily, this work comprises at least one-half of the faculty member’s teaching load, and never less than one-third. Determination of this appointment track is made by the Vice-President for Academic Affairs in consultation with the Department Chairperson. Appointments at this rank are non-tenure track. Additional education or credentials are required for advancement. If qualified for advancement, no more than three (3) years spent at this rank can be counted toward tenure. An instructor
shall also give evidence of commitment to teaching, continued professional growth, and service to the University.

b. LECTURER

A person assigned the title of Lecturer ordinarily shall have a bachelor’s degree plus thirty (30) credit hours toward an advanced degree. In lieu of these requirements, considerable experience in an appropriate technical, artistic, or professional field may be substituted. These appointments are not eligible for tenure and no time at this rank may be counted toward tenure.

c. VISITING FACULTY

All visiting faculty appointments are term contracts for a limited period of time with no intent of on-going employment. Visiting appointments are reserved for faculty members of other institutions, Professors Emeriti, and persons distinguished in their fields.

d. DEVELOPMENTAL EDUCATORS

Developmental educators who teach subjects such as writing, reading, mathematics and study skills, are critical to the teaching and learning process of the University. The University may employ, full or part-time persons who have specialized skills in these selected academic areas. These appointments are to a non-tenure track and no time at this rank may be counted toward tenure.

III. CONTRACTS

A. CONTENT

Every appointment of a teaching faculty member shall be made by a formal written contract signed by the faculty member and a witness and by the President of the University and the Vice-President for Academic Affairs. The contract shall state tenure status, year of tenure review, rank, salary, benefits, length and other conditions of appointment. However, no credit towards tenure may be granted for prior teaching experience as a condition of appointment. Credit towards promotion may be granted by the Vice-President for Academic Affairs and must be delineated in writing at the time of appointment. (See Section I of this chapter.)

Three copies of the contract shall be presented to each prospective faculty member. Acceptance of the contract indicates the appointee’s willingness to be bound by the terms of the contract. Faculty contracts are kept in Official Faculty files in the President’s Office. A second copy is kept in the Office of the Director of Human Resources. The faculty member retains the third copy.

B. RENEWAL

Full-time faculty shall be provided written notification of the University’s intentions to offer a renewal of contract by the President’s Office on or before February 15 of the year specified in the agreement.

Contracts will be issued no later than May 30. Once a contract is issued, it must be signed and returned within 30 days unless the President approves a request for extension. While tenured faculty are continuously employed, they will be issued contracts yearly.
Notice of intention not to reappoint a non-tenured faculty member shall be given in writing in accordance with the following standards:

1. Not later than December 15 of the faculty member’s second or succeeding probationary years.

2. Not later than February 1 of the faculty member’s first full academic year. In the event of a starting date in January, the first year of service shall be deemed to be the first full academic year. A full academic year begins in August.

Faculty shall indicate an intention not to continue at Clarke University by March 15th.

C. FACULTY COMPENSATION POLICIES

Salaries for full-time faculty members are based on a schedule which recognizes both years of successful teaching experience in higher education or related professional experience and an expertise as reflected by degree and/or rank. The salary schedule is reviewed each year by the Faculty Policy Committee and suggested amendments are made to the Administration and Board of Trustees.

When a Clarke faculty member teaches in multiple disciplines, salary shall be split between the contracted duties and years of experience for each discipline. When a Clarke faculty member changes from single to multiple discipline teaching, the University will insure that a salary reduction will not result from the split duties or will otherwise adequately compensate the faculty member.

Most full-time faculty contracts are for a nine (9) month period but are payable over a twelve (12) month period. A few faculty contracts are for ten (10), eleven (11), or twelve (12) month periods. Academic contract compensation is paid in twenty-six (26) equal installments. Faculty paychecks are deposited directly into an individual’s bank account and notice confirming the deposit is distributed in the individual’s on-campus post office box. Forms needed to identify the particular bank for the deposits are available in the Office of the Vice President for Business and Finance.

The normal compensation for adjuncts and for overloads for a three (3) credit undergraduate course and three (3) credit graduate course during the regular, academic year is set by the business office. Overload compensation for portions of courses will be pro-rated. If appointed for the summer session, faculty receive additional compensation.

Faculty contracts and responsibilities start on August 15 and end with graduation; it is expected that every faculty member participate in the opening August workshop and Graduation Ceremonies in May.

D. TYPES OF CONTRACT

1. FULL-TIME

A full-time faculty member is a contractual employee of the University and ordinarily has full-time teaching duties or has teaching and other duties (e.g., department or program chair, research) equivalent to a full-time teaching load and fulfills the duties and responsibilities of a faculty member.

2. PART-TIME
A part-time faculty member has an appointment equivalent to half-time or more, but less than that of a full-time faculty member. Ordinarily part-time teaching does not count toward tenure or promotion. However, a part-time faculty member may be full-time at the university and have staff or administrative duties (other than department or division chair). At the time of hiring it is determined whether a position combining administration and teaching is a ranked tenure track position, with promotion possibilities. This should be delineated in writing at that time.

Ordinarily part-time faculty are employed on term contracts. In rare cases, such as a full-time tenured faculty member who requests part-time employment, a continuous contract may be issued. Part-time faculty who have appointments for half-time or more are full voting members of the Faculty Senate. These part-time faculty may have responsibilities for advising, serving on committees and other responsibilities in proportion to their contracts.

3. ADJUNCT

Adjunct faculty are employed on a per course basis. Adjunct positions do not carry benefits, nor does time spent as an adjunct apply toward promotion or tenure. Adjunct faculty may be designated by the title appropriate to their education and experience (e.g. Clinical Adjunct, Adjunct Instructor, Adjunct Assistant Professor). Adjunct faculty shall meet all other applicable standards of the University.

IV. APPOINTMENT PROCEDURE FOR NEW FACULTY

Clarke University does not discriminate on the basis of age, gender, race, national or ethnic origin, sexual orientation or disability in the educational programs which it conducts or in its employment policies, practices and procedures. Clarke University complies with all pertinent State and Federal regulations concerning affirmative action, non-discrimination and equal employment opportunity.

Faculty are expected to support the Catholic mission, identity and values of the University. Clarke University hiring policies are outlined in the Hiring Manual located in the Office of Human Resources.

V. FACULTY ROLES

Faculty members at Clarke University are expected to concentrate their efforts in the areas of teaching, professional activities, and service. They negotiate with department chairs the annual role weights, within allowable ranges, to reflect differences in faculty interests and workloads. (See Faculty Evaluation document in the Appendix of this handbook.)

A. TEACHING (50-80%)

Teaching is defined as engaging in specifically designed interactions with students, which challenge them to think, and which facilitate and promote student learning. The components of teaching on which a faculty member is evaluated include:

1. Content Expertise – the formally recognized knowledge, skills, and abilities a faculty member possesses in a chosen field by virtue of advanced training, education, or experience.
2. Instructional Delivery Skills – those skills by which the instructor creates an intellectually stimulating environment.

3. Instructional Design Skills – those technical skills in designing, sequencing, and presenting experiences which promote learning; and those skills in developing and using tools and procedures for assessing student learning (i.e. testing and grading).

4. Course management which includes those organizational and administrative tasks involved in maintaining and operating a course.

B. PROFESSIONAL ACTIVITIES (10-40%)
Professional Activities are defined as those activities in a faculty member’s formally recognized area of expertise (i.e. content area in which the faculty member teaches) which contribute to the following components:

1. The development of personal professional skills or standing.
2. The development of instructional delivery and instructional design skills.
3. The development of knowledge (research), creative work, or professional practice.
4. The dissemination of knowledge in the professional community.

C. SERVICE (10-40%)
Service is defined as those activities of a faculty member in which they assume responsibilities relating to the academic and support services of the University or the community. The components of the service role include:

1. Department Service includes those activities which directly contribute to the academic or administrative functioning of the department and which enable the department to reach its goals.
2. University Service includes those activities that directly contribute to the academic or administrative functioning of other departments or the University as a whole.
3. Community Service activities necessarily vary widely in scope and kind, and are, therefore, difficult to categorize specifically. The University recognizes that worthwhile service contributions are those in which the faculty member contributes his or her knowledge, interests, and skills in a manner that clearly impacts positively on the community.

VI. DUTIES AND OBLIGATIONS OF FACULTY
Membership in the academic profession carries with it responsibilities for the advancement of knowledge, the intellectual growth of students and the improvement of society. Faculty members must order and evaluate their activities in terms of their commitment to these goals, as well as in terms of their own professional development. Moreover, the faculty members of Clarke University have a special obligation to understand and support the nature of this institution of higher learning and to appreciate its unique characteristics, its philosophy and its mission and goals.

As an educational institution, the University does not wish to impose a rigid body of codified rules upon the members of its faculty. The University does, however, have certain legitimate expectations concerning the conduct of professional academics. All faculty members have a
self-evident responsibility to adhere to University regulations that serve to promote the consistent and effective operation of the institution.

Each faculty member has a responsibility to know these regulations and to make a demonstrable effort to adhere to them. If questions of interpretation arise, clarification should be sought from the Vice-President for Academic Affairs or the President of the University. Any exceptions mutually agreed upon should be in writing and signed by the President of the University and all parties concerned. Copies of such an agreement should be sent to the President, the Vice-President for Academic Affairs, department chairperson and the faculty member concerned.

A. ACADEMIC YEAR AND ACADEMIC CALENDAR

The academic year is defined as extending from the Opening Faculty Workshop in the fall prior to the beginning of classes through the first semester final examination period, and from the beginning of classes for the second semester through graduation ceremonies.

The academic calendar for each academic year is determined by the President in consultation with the Vice President for Academic Affairs.

1. Academic Attire

Faculty furnish their own academic attire for Convocation and Commencement ceremonies. If they do not already own them, faculty may purchase or rent caps, gowns and hoods through the University Bookstore.

2. Holidays and Vacations for Faculty

Faculty members are hired on a nine (9) month basis unless otherwise specified. With the exception of holidays and snow days full-time faculty members are expected to be on campus daily to meet any professional obligation (e.g., teaching, meetings, advising, office hours).

3. Faculty Leaves

In addition to the Leaves of Absence policies noted in Chapter IV, the following policies apply to faculty members where applicable.

Faculty members are expected to meet all of their duties as scheduled. In cases where an emergency such as death in the family, jury duty, military duty, or personal illness prevents a faculty member from fulfilling his or her obligations, he or she should consult with the Department Chairperson and VPAA within 24 hours in order to ensure that all classes are covered. If the absence is to last more than one week, both the faculty member and the Department Chairperson are required to inform the Vice-President for Academic Affairs of the situation. Such faculty members are required to file for a leave of absence. For absences which require application for FMLA or maternity leave coordination should be made with the human resource office.

a. Tenure and Leaves Of Absence

The University will grant leaves of absence to teaching faculty members who wish to complete their residence in another college to secure their PhD’s. The absence will be granted for one (1) year, and in particular circumstances for two (2) years. The request for such a leave is made to the Vice-President for Academic Affairs. Approval or denial is given by the Vice-President for
Academic Affairs, with the concurrence of the President of the University. During this time the University does not obligate itself to pay salaries or to loan money, and the duration of the leave is not counted toward years of service for promotion or tenure. If the faculty member continues the payment of insurance premiums or pension plan, the University will continue its payments on insurance and pension. However, no time will be granted for the years on leave which will ordinarily not extend beyond two (2) years.

Full Professors, Associate Professors and Assistant Professors, without salary, may be granted leaves to permit them, with the approval of the Vice-President for Academic Affairs and the concurrence of the President of the University, to engage in teaching, in sponsored research, and in other activities for not more than one (1) year. Such leaves cannot be taken by Full Professors or Associate Professors in the academic year preceding or following any other leave of absence. A person on this type of leave and employed for compensation will receive benefits from the applicable employer, rather than from the University.

Time spent on a leave of absence does not count toward the teaching that precedes a sabbatical leave, but does not lose the continuity of the required seven (7) years for a sabbatical leave.

b. Sabbatical Leave

Full Professors and Associate Professors who have been teaching successfully at the University for at least seven (7) years may be granted a sabbatical leave, if the recommendation of the chairperson of the department or program and the Vice-President for Academic Affairs is presented by the President to the Board of Trustees and is approved by them. Full salary and benefits for one (1) semester are paid to the recipient of an approved sabbatical. A faculty member may take a year sabbatical at one-half pay (1/2) and one-half (1/2) benefits. Since the purpose of such leaves is to permit scholarly research or professional development, the recipient shall agree not to engage in any remunerative employments during the period of the leave. Ordinarily, no more than two (2) such leaves in an academic year will be recommended to the Board of Trustees by the President. At least seven (7) years of full-time teaching must occur between sabbatical leaves. Sabbatical leave cannot accumulate.

When a faculty member is on sabbatical leave, the teaching load of the faculty member will ordinarily be absorbed by the other members of the appropriate department. A letter of intent addressed to the Vice-President for Academic Affairs should be sent in the fall of the year preceding the desired sabbatical. The Chair of the faculty member’s department also sends a letter to the Vice-President for Academic Affairs recommending the faculty member for sabbatical leave. The degree to which the scholarly research or professional development will be of additional value to the University in future years, the length of service to the University, and previous awards of sabbatical leaves will be weighed in the decision of the Vice-President for Academic Affairs in recommending to the President that a sabbatical leave be granted. The President presents the recommendations for sabbatical leaves to the Board of Trustees. The decision of the Board of Trustees in consultation with the President is final. It is understood that the faculty member accepts the conditions as outlined below for sabbatical leaves.

1) At the completion of the sabbatical leave the faculty member will give service to the university for at least one (1) year after the year in which the leave occurs or repay the University the amount of money given for the sabbatical leave.
2) In any publication or completed research, the faculty member will indicate that it was done on a leave granted by the University.

3) On return to campus, the faculty member will submit to the Vice-President for Academic Affairs a written report evidencing the fulfillment of the faculty member’s aims and objectives.

4) The faculty member will share this experience with other members of the faculty of the University.

c. Maternity Leave

The University desires to recognize the particular needs of birth mothers who are members of the faculty to take time away from their normal duties and to demonstrate its commitment to their well-being. To that end, it has attempted to summarize the various policies that provide for maternity leave. The University recognizes that pregnancy and child birth are natural processes, and that each situation varies according to the needs of the particular birth mother. For that reason, and in keeping with its legal obligations, the University provides leave with full salary and continuation of benefits to any full-time faculty member during period for which her physician certifies that she is unable to work, for a maximum of ninety (90) days from the date the leave commences. Leave under these circumstances is treated like leave granted for any other non-occupational medical condition. Any faculty who becomes pregnant and desires maternity leave is advised to consult her department chairperson as soon as practicable, so as to allow the University the maximum opportunity to provide for coverage of her duties during leave. Maternity leave may qualify as leave under the Family and Medical Leave Act of 1993 (FMLA), in which case it would count against the eligible faculty member’s annual 12 work-week FMLA entitlement.
B. TEACHING
A faculty member is appointed with the expectation that the faculty member will be principally occupied with the academic growth and development of students during all terms of the academic year. Teaching will normally be the primary concern and occupation of all full-time faculty members. Direction of individual learning projects is encouraged, but not to the detriment of classroom teaching, student advising and governance.

1. Course Load
The University is guided in assigning the number of classes by the recommendation of requirements of the accrediting agencies, by the size of the classes, and by the different preparations required by a given course number or subject matter.

In the event that a course needs to be canceled because of insufficient enrollment, alternatives of service based on needs recognized in Department Five-Year Plans or needs of the Administration as a whole will be implemented after consultation of the faculty member with the Department Chairperson and the Vice-President for Academic Affairs. Among other things, options may include the following:

- developing a new course or revision of a current course,
- writing a paper for presentation or publication,
- conducting course work for professional development or contribution to the University,
- performing a recital, an art display, etc.,
- working with the Administration,
- developing computer applications for departmental instruction.

The normal undergraduate teaching load at Clarke University is twelve (12) credit hours per semester during the nine (9) month, regular academic year. This twelve (12) credit requirement may be met with any combination of program courses (traditional and TimeSaver courses) mutually acceptable to the Department Chair and the Vice-President for Academic Affairs. Furthermore, with the approval of the Department Chair and the Vice-President for Academic Affairs, a full-time faculty member at the University may elect to distribute their teaching responsibilities inequitably over the two (2) semesters of the nine (9) month, regular academic year, provided the Department can discharge its responsibilities without additional expense(s) and without due hardship to its students and faculty members.

In team-taught courses, each instructor will receive an equal share of credit toward the twelve (12) credit per semester requirement. Thus, if two (2) individuals teach a three (3) credit course, each individual will receive one and one-half (1½) credits toward their teaching load. All team-taught courses must receive the prior approval of the Department Chairpersons and the Vice-President for Academic Affairs. Generally, team-taught courses are the exception rather than the rule.

For policy regarding the relationship between contact hours and credit hours in the sciences, nursing, physical therapy, athletic training, education, and the fine arts see the Appendix to this manual.
During the regular academic year, full-time faculty members do not receive additional compensation for recruiting and advising students, directing internships and co-op experiences, directing independent studies or tutorials, and/or directing senior projects/performances. During June orientation, freshmen advisors receive a modest stipend for helping with advising and registering freshmen.

Department Chairpersons may have their twelve (12) credit teaching requirement reassigned by three (3) semester credit hours to administer the academic department for one (1) of the two (2) semesters in the regular academic year. Unused administrative credit reassignments for Department Chairpersons cannot be accumulated. (For policy regarding release time for Department Chairpersons see Appendix to this manual.)

Normally, courses with enrollments of fewer than seven (7) registered students during the regular, nine (9) month academic year are subject to cancellation following consultation among the instructor, the Department Chairperson, and the Vice-President for Academic Affairs. (See Section VI, B, 1 of this chapter for substitute service for full-time faculty members in the event that a course is cancelled).

Normally, lower division, undergraduate courses at Clarke University will average between 25 and 30 students per section, however some classes in the lower divisions may have lower enrollments due to type of course material or equipment limitations. This applies both to on-campus and distance delivered courses.

2. ATTENDANCE

Members of the teaching faculty are required to meet all scheduled classes on time unless prevented by illness or other personal emergencies or attendance at professional meetings. In cases of inability to meet a class, faculty should notify their Department Chairperson and the Vice-President for Academic Affairs and make arrangements to offer alternate instruction to satisfy course requirements. If more than five (5) consecutive class days must be missed, then the faculty member must have the approval of the Vice-President for Academic Affairs. If an extended period of absence, see FMLA leave.

3. COURSE SYLLABI

All faculty members, (full, part-time and adjunct) are expected to submit complete course syllabi for each course taught at the University. Syllabi are distributed to students at the first class meeting. They are reviewed by the applicable Department Chairpersons at the beginning of the semester in which the course is taught. Copies of all syllabi are forwarded to the Office of Academic Affairs and to the Department Chairperson. (See Course Syllabus templates on the Academic Affairs web site.)

4. ACADEMIC ADVISING

Student academic advising may be required of any full time or part-time departmental faculty member. Faculty advisors for freshmen and transfer students shall be recruited by the undergraduate Academic Dean. The faculty advisors shall maintain a current file on each advisee with necessary information supplied by the appropriate University administrative offices. Faculty advisors should be available to confer with their advisees as needed, including at least once during the registration process.

5. OFFICE HOURS
The purpose of office hours is to provide students with opportunities for consultations with faculty members outside of class time. For full-time faculty this means at least eight scheduled (8) hours weekly. A list of these office hours shall be posted, included in all course syllabi, and copies provided to the applicable Department Chair and the Vice President for Academic Affairs. Office hours for faculty teaching on-line courses must be individually negotiated with the Vice President for Academic Affairs.

6. ASSESSMENT

It is the responsibility of the faculty member to evaluate the quality of each student's academic performance in class, and to provide timely feedback to students. In the case of freshmen students, the faculty member is encouraged to give frequent feedback, particularly in the early weeks of the term.

Each faculty member shall assign mid-term and final grades. Final grades shall be entered into the official transcripts of students in the faculty member's courses.

7. DEADLINES

Each faculty member is responsible for meeting the appropriate deadlines established by his or her Department Chairperson, the Registrar and other administrative offices.

C. PROFESSIONAL DEVELOPMENT

Faculty are expected to participate in professional development activities both on and off campus. Examples of such activities are spelled out in the Professional Activities section of the Faculty Evaluation document in the Appendix to this manual.

D. SERVICE

All faculty are expected to assume responsibilities relating to the academic and support services of the university and community in addition to teaching. Examples of service activities are spelled out in the Service section of the Faculty Evaluation document in the Appendix to this manual.

1. Share in Governance

All faculty members share responsibility for the governance of the University. This responsibility shall be exercised by regularly attending and taking part in Departmental and Division Meetings, meeting of the Faculty Senate, by being available to work with Departmental and University committees, and by performing any duties assigned. Faculty members are also called upon to attend convocations, baccalaureate and commencement exercises and other special activities.

2. Recruitment of Prospective Students

All faculty members shall cooperate with the Admissions Office personnel in appropriate ways, such as inviting students into the classroom or laboratory, writing letters and telephoning prospective students.

3. Community Service

Although highly valued and promoted at Clarke University, community service is not a contractual obligation; it is not a formal part of the requirements for “Professional Level” performance.
E. ACTIVITIES OUTSIDE THE UNIVERSITY FOR FULL-TIME FACULTY

A faculty member is considered to be primarily employed by the University for the full academic year regardless of the number of hours spent in class, laboratory or research. Outside employment or other activities shall not conflict, delay or in any manner interfere with instructional, scholarly and/or other services that the employee is obligated to render to the University. A faculty member’s obligation is not fully discharged merely by meeting classes. It requires the individual to be available to students outside the classroom, to carry an appropriate share of University and Departmental committee work, student advising, and to spend time preparing classes and doing research work.

1. Responsibility

The University assumes no responsibility for the competence or performance of outside activities engaged in by a faculty member, nor may any responsibility be implied in any advertising with respect to such activities. Faculty members may not represent themselves as acting on behalf of the University unless so directed by the President.

2. Conflicts and Conflict of Interest

In order to avoid potential conflicts, on-going outside employment or other activities (exceeding a semester in length) must be described in writing and submitted to the Vice-President for Academic Affairs and the appropriate Department Chairperson. If a Department Chairperson is concerned about whether a faculty member is meeting the standards of this policy, the Department Chairperson will discuss this with the faculty member. If a satisfactory resolution cannot be reached, the Department Chair will meet with the Vice-President for Academic Affairs and the faculty member to resolve the issue. The decision of the Vice-President for Academic Affairs is final with regard to such matters. Legal guidance is also available for problems not otherwise resolvable.

Clarke University requires every faculty member to avoid any business or financial relationship, transaction or event that may be viewed as a conflict of interest between the faculty member and a party. Specific circumstances that may constitute a conflict of interest include, but are not limited to, the following:

- holding, directly or indirectly, a position or financial interest in an outside concern which provides services competitive to those provided by Clarke University, or from which Clarke University secures goods or services;
- competing with Clarke University, directly or indirectly, in the purchase or sale of property or property rights, interests and services;
- disclosing or using non-public information obtained through Clarke University for personal gain or profit, or for a family member’s personal gain or profit;
- accepting gratuities or special favors from an outside concern that does, or seeks to do, business with Clarke University that may be interpreted as an attempt to influence one in the performance of duties; or
- retaining, directly or indirectly, consultants who have a financial interest or employment relationship that conflicts with services provided by Clarke University.

3. Service to Another Institution
As a service to another institution, the Vice-President for Academic Affairs may ask a member of the faculty to teach a course at that institution. This ordinarily will be arranged as part of the faculty member’s regular schedule and salary. Such arrangements may be regular in a program of inter-institutional cooperation or for a short time in cases of emergency.

Faculty may not make private contractual arrangements for service at other academic institutions. Such arrangements are made through the Vice-President for Academic Affairs of the respective Universities.

Forms of employment of a non-academic nature, such as services or consultant to a business, a government agency, a foundation or other organization, or as an elected or appointed office in the community or state, must not interfere with the individual's overriding obligation to the University.

In special cases the Vice-President for Academic Affairs may approve the engagement of a tenured faculty member on full or part-time basis for a period not to exceed two (2) years by an outside agency without loss of tenure.

**VII. FACULTY RIGHTS, ACADEMIC FREEDOM AND CODE OF ETHICS**

**A. ACADEMIC FREEDOM AND ACADEMIC INTEGRITY**

Clarke University requires that the freedom to teach and the freedom to learn be exercised in harmony with the specific character and objectives of the University, which are those of a Catholic institution of higher learning. In consequence, it expects the members of the faculty to be supportive of the Catholic mission, identity and values of the University.

Institutions of higher education exist for the common good and not to further the interests 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. 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. Freedom in research is fundamental to the advancement of knowledge. Both freedom to teach and freedom of research carry with them duties correlative with rights.

A faculty member is entitled to freedom in research and in publication of results, subject to the adequate performance of other academic duties; but personal research for monetary return should be based upon an understanding with the administration of the University.

A faculty member is entitled to freedom in the classroom in discussing the faculty member’s subject, but should be careful not to introduce into the teaching controversial material which has no relation to the subject. The University faculty member is a citizen, a member of a learned profession, and a steward of an educational institution. When the faculty member speaks or writes as a citizen, he or she may not use Clarke University as a reference to employment. In such case, the faculty member should be free from institutional censorship or discipline. However, a faculty member’s special position in the community imposes special obligations. As a person of learning and an educational steward, the faculty member should remember that the public may judge the faculty member’s profession and institution by the faculty member’s utterances. Hence a faculty member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions or others, and should make every effort to indicate that the faculty member is not an institutional spokesperson.
Freedom to teach and freedom to learn are inseparable facets of academia. All members of the University community share the responsibility to uphold the integrity of the academic community. Faculty members should encourage free discussion, inquiry and expression. Students are responsible for maintaining the standards of academic performance established for each course in which they are enrolled.

- **Faculty Policy in Regard to Threat, Coercion, Boycott, Pressure or Abstention**

In connection with its endorsement of the governance plan of the University (see Section on Governance Documents: Chapter 1 of this manual) the faculty of the University reaffirms its commitment to the principles of freedom to learn and the freedom to teach, and the ideals of an academic community. The faculty believe that procedures to effective change and for promoting responsible and reasonable discussion exist and that members of the academic community should direct efforts for constructive reform through the channels created for this purpose.

Accordingly, faculty are discouraged from using tactics such as strikes, violence and disruptive protests that serve only to undermine and by-pass existing university procedures. Such tactics violate the spirit of an academic community and tend to infringe upon the rights of its members. All faculty members shall adhere to the duly established procedures set forth in this Policy Manual.

To protect the rights of all members of the academic community, the University shall use appropriate means to assure both freedom to learn and freedom to teach. Furthermore, students engaging in unauthorized tactics are not exempt from fulfilling their academic obligations and faculty members cannot make changes in course requirements to accommodate those whose participation in such tactics has led to academic deficiencies.

**B. RESEARCH AND SCHOLARSHIP**

1. **Human and Laboratory Animal Subject Research**

The University is responsible for safeguarding the rights and welfare of human subjects in any research, development, and related activity, and for assuring the proper care of laboratory animals used in research. In determining policy in these matters, the University is guided by (a) the “Principles for Use of Human Subjects In Research” and “Principles for Use of Animals in Research” approved by the American Psychological Association, and (b) the Code of Federal Regulations (45 CFR 46) (www.ed.gov/offices/ocfo/humansub.html). It is essential that researchers and Department Chairs be fully familiar with these materials.

To carry out this responsibility, the Vice-President for Academic Affairs and the President’s Cabinet shall appoint a subcommittee to serve as an Institutional Review Board (IRB) in accordance with 45 CFR 46. All research conducted by faculty and/or students must be approved by the University IRB. Forms for approval can be found in the Clarke University Web site.

For a description of the Human Subject and Animal Research Committee and University policies and procedures for Protection of Human Subjects Involved in Research, and Institutional Animal Care and Uses see the Clarke University Web site and in the Appendix to this manual.

2. **Scientific Misconduct**

The University’s policy on dealing with and reporting instances of scientific misconduct and conflicts of interest are adopted in compliance with Federal Public Health Regulations, 42 CFR
Part 50, Subpart A, and apply to cases of alleged or apparent misconduct in science in connection with biomedical or behavioral research or research training, applications for support of research or research training, or activities related to such research, which are supported with funds made available under the Federal Public Health Service Act or with other funds. These policies and procedures do not apply to situations involving allegations of fiscal improprieties or criminal violations, or issues concerning the ethical treatment of human or animal subjects.

All interested faculty and staff members should read and understood these policies, copies of which are available at the Office of the Vice President of Academic Affairs.

3. Plagiarism

Plagiarism, the taking of the ideas, methods or written words of another individual, including those of students, without acknowledgement and with the intention that they be taken as the work of the deceiver, is not unknown at institutions of higher learning. Plagiarizing the work of another, particularly that of one’s students, is the antithesis of the honest labor that characterizes true scholarship without which mutual trust and respect among scholars is impossible.

Accordingly, every faculty member should scrupulously recognize all intellectual debts owed, be they in the form of ideas, methods or expressions, by means of an appropriate form of communication and acknowledgement. Any discovery of suspect plagiarism should be reported to the appropriate Department Chair who will bring the matter to the attention of the affected parties and, as appropriate, to the community at large – typically through reviews or communications to relevant scholarly journals.

Scholars must make clear the respective contributions of colleagues on a collaborative project. Professors who have the guidance of students as their responsibility must exercise the greatest care not to appropriate a student’s ideas, research, or presentation to the professor’s benefit; to do so is to abuse power and trust.

4. Intellectual Property

A. What is intellectual property?

“Intellectual property is any innovation, commercial or artistic, or any unique name, symbol, logo or design used commercially.” www.stopfakes.gov

There are two categories of intellectual property: industrial property and copyright. www.wipo.int/about-ip/en/index.html

Copyright

A. What is a Copyright?

A copyright is “[a] property right in an original work of authorship (such as literary, musical, artistic, photographic, or film work) fixed in any tangible medium of
expression, giving the holder the exclusive right to reproduce, adapt, distribute, perform, and display the work.” *Black’s Law Dictionary* 273 (7th Ed. 2000).

B. What Protection does a Copyright Provide?

A copyright owner has the exclusive right, subject to some exceptions, to:

1. Reproduce or copy the work;
2. Prepare derivative works based on the work;
3. Distribute copies of the work; and
4. Publicly perform or display the work.


C. What Works are Copyrighted?

Works that are an original, tangible expression are copyrighted. There are two fundamental requirements for work to be copyrighted:

1. The expression must be original or contain original material.

It is not necessary for a work to be completely original to be copyrighted. Instead, where some portions of a work are original and others are not, even where the amount of original material is slight, copyright protection extends to the original portions but does not vest the creator with any rights in the other, non-original portions of the work.


2. The expression must be fixed in some tangible medium.

The expression must be fixed in some tangible form, now known or later developed, which allows the expression to be reproduced or later communicated either directly or with the aid of technology.


D. Who Owns the Copyright?

Copyright ownership automatically vests in the author of the work at the time of creation. When a work is a “Work Made for Hire” the employer is considered to be the author and is the sole owner of all rights to the work unless the parties
have agreed otherwise in a writing signed by both the employer and the creator of the work.

1. What is included in a “Work Made for Hire?”

A work made for hire is any “work prepared by an employee within the scope of his or her employment” or “a work that is specially ordered or commissioned.”


**Clarke University Intellectual Property Policy**

Clarke University strongly encourages creativity and scholarly pursuits among its faculty, staff and students. This is evidenced by the institution’s policies on released time, sabbatical leave, professional development funds and the use of the University’s technology equipment and resource personnel. The purpose of this document is to clearly define ownership and the responsibilities and options the individual faculty, staff, student or employee and the University have when intellectual property is created.

A. Course Formats

Clarke University offers three (3) types of courses:

1. Traditional Courses

   Traditional courses meet face-to-face and may or may not be web-enhanced by Blackboard. Traditional, daytime programs are classified as traditional courses.

2. Hybrid Courses

   Hybrid courses are a combination of online and face-to-face learning. At least fifty (50) percent of each hybrid course is delivered online, with the remainder of the class time delivered face-to-face.

3. Online Courses

   Online courses are only delivered online, there is no face-to-face time involved in an online class.

B. Copyright Ownership
For traditional courses, the copyright shall be owned as follows:

1. All books or articles, software programs, works of art or musical compositions, unfunded research, and other course materials, in paper or electronic form, are the property of the faculty or staff member ("creator").

For both hybrid and online courses, the copyright shall be owned as follows:

1. Clarke University and the creator shall jointly own the copyright to the course and any and all original, tangible materials used in or created for the course, including but not limited to, study guides, manuals, recorded lectures or lecture outlines, syllabi, tests, slides, photographs, charts or other audio or visual material;

2. Joint copyright ownership provides both Clarke University and the creator with the right to use the entire course or any derivative course derived therefrom. The creator may take the course with him/her to another institution;

3. If a faculty member is asked to create a hybrid or an online course as part of his/her contract with Clarke University, said faculty member may be eligible for release time, summer salary, or other compensation in return for creating the work; and

4. Whenever a faculty member is asked to create a hybrid or online course, Clarke University and the faculty member shall agree in a writing, signed by both parties, prior to the faculty member beginning work that the work shall constitute a “work made for hire” which is jointly owned as outlined above.

For other works which are not covered under the foregoing paragraphs, the copyright shall be owned as follows:

1. The copyright to a work created independent of the creators assigned employment duties and without substantial assistance from Clarke University is owned solely by the creator;

2. The copyright to works created as a specific requirement of employment or as an assigned institutional duty, works made for hire, are owned exclusively by Clarke University;

Works that constitute works made for hire under this section include, but are not limited to: 1) end of the year reports prepared by a department chair; 2) computer programs created by an IT staff member; and 3) reports to an accreditation agency whether prepared by a Dean, Vice President, or a department chair.
3. The copyright to a work which is created with extraordinary assistance from Clarke University in the form of technology, equipment, resource personnel, or classroom and office space is owned jointly by Clarke University and the creator; and

4. The copyright to any work created as a direct result of a third-party grant or an award made to Clark University is owned by Clarke University unless the mandatory terms of acceptance of the grant or award require otherwise, in which case applicable federal law and the terms of the grant or award are controlling.

C. Internal Use of Course Materials

For all courses offered by Clarke University, regardless of the delivery format, the creator of any course materials, including syllabi, grants to Clarke University a license to use, distribute or reproduce the materials for internal use by the University without any further approval from the creator.

D. Commercial Development

If an employee creates intellectual property which leads to commercial development, as part of a third-party grant or with substantial assistance in terms of university resources, the employee must allow Clarke University to evaluate the work and its intellectual property rights. Unless otherwise agreed to in writing by Clarke University and the creator, the net revenue of the commercially developed work, the total amount made from the commercial development less the cost of commercial development, shall be disbursed as follows:

<table>
<thead>
<tr>
<th>Net Revenue</th>
<th>Creator</th>
<th>Clarke University</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; $5,000</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>$5,000 - 25,000</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>$25,000 - 100,000</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>&gt; $100,000</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

All net revenue received by Clarke University from the commercial development of intellectual property will be returned to Faculty Development.

Compliance and Administration

A. Compliance With Applicable Copyright Law
It shall be the responsibility of all faculty, staff, students and employees of Clarke University to ensure that their use of copyrighted materials complies with applicable federal law. When necessary, all faculty, staff, students and employees of Clarke University are responsible for obtaining permission from the copyright owner to adapt, reproduce, distribute, perform, display or otherwise use the material.
B. Administration of the Clarke University Intellectual Property Policy

1. Amendment or Exception to this Policy

The President or Vice President for Academic Affairs of Clarke University has the power to change the terms of this policy and to make exceptions thereto when necessary.

2. Questions

Any questions or concerns regarding this Policy should be directed to the Vice President for Academic Affairs.

C. CODE OF PROFESSIONAL ETHICS

Although no set of rules or professional code can either guarantee or take the place of the faculty member’s personal integrity, Clarke University believes that the “Statement of Professional Ethics” promulgated by the American Association of University Professors in April of 1996 and revised and approved by the Association’s Committee B on Professional Ethics and adopted by the Association’s Council which was further endorsed by the Seventy-third Annual Meeting may serve as a reminder of the variety of obligations assumed by all members of the academic profession the violation of which can constitute cause for dismissal. (See Appendix of this Handbook for Statement of Professional Ethics)

D. FACULTY CONDUCT AND BEHAVIOR

1. Standards of Conduct

All faculty members are expected to conduct themselves and behave in a manner which is conducive to the efficient operation of the University, its mission and values. Such conduct includes but is not limited to:

- Meeting classes, office hours and other responsibilities
- Notifying the Department Chairperson or the Vice-President for Academic Affairs in advance when the faculty member will be absent from work or is unable to meet classes, office hours or other responsibilities as scheduled
- Complying with all University safety regulations
- Wearing clothing appropriate to faculty status
- Treating all students, visitors, and fellow employees in a courteous manner
- Refraining from behavior or conduct deemed offensive or undesirable, or which is subject to disciplinary action
- Performing assigned responsibilities efficiently and in accord with the faculty member’s current teaching position
- Reporting unethical or illegal conduct by fellow employees or students

3. Prohibited Conduct
The following are examples of prohibited conduct that may subject the individual involved to disciplinary action, up to, and including, termination of employment.

- Reporting to work under the influence of alcohol and/or illegal drugs or narcotics, of the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs or narcotics on University premises
- Using language or acting in a way that is discourteous, abusive, threatening, or demeaning to others
- Possessing firearms or other weapons on University premises
- Being insubordinate or refusing to follow instructions from one’s Department Chairperson or the administration concerning a job-related matter
- Fighting or assaulting a fellow employee, student or visitor
- Stealing, destroying, or misusing University property or the property of another employee or student
- Falsifying or altering any University record or report maintained by the University
- Threatening or intimidating faculty, staff, students, visitors, or any other member of the campus community
- Smoking contrary to local ordinance and University policy
- Engaging in rough, rowdy, or other inappropriate behavior
- Failing to wear assigned safety equipment or refusing to abide by safety rules or policies
- Being convicted of a felony or other crime
- Exceeding reasonable personal use of the University equipment and facilities (e.g. telephone, copy machine, fax machine, computer, darkroom, classrooms, etc.)
- Promoting a personal business or personal gain during work hours or any University-sponsored activity
- Sexual misconduct and harassing or discriminating any person in a manner prohibited by law
- Involvement in terrorist activities

E. VIOLATIONS OF FACULTY RIGHTS, ACADEMIC FREEDOM AND PROFESSIONAL ETHICS

Disputes involving a charge that a faculty member’s rights or academic freedom have been abrogated or that professional ethics have not been maintained are to be settled through the established review and grievance procedures. (See the Faculty Appeals Process, Section XIV of this manual.) While affirming academic freedom as a right, Clarke University recognizes that, in some circumstances, the questions of academic freedom become enmeshed in questions of professional competence or irresponsibility. In the effort to distinguish between these sometimes confused issues, the guiding principle is that charges of professional incompetence of responsibility shall not be used to limit academic freedom, nor shall appeals to academic freedom be acceptable as a shield for professional incompetence or irresponsibility.
VIII. INSTITUTIONAL POLICIES PERTAINING TO FACULTY WORKING CONDITIONS

A. USE OF UNIVERSITY FACILITIES AND SERVICES

University facilities, equipment, materials and services may be used by faculty members in connection with professional development activities (e.g. writing a book or article, acting as an editor or reviewer, presenting a lecture or paper) without being subject to the requirements of prior approval or reimbursement. While faculty members may utilize the services of the secretarial staff of their respective academic unit to assist in the preparation of professional articles, papers, reviews, etc., such clerical assistance should not interfere with official work of the staff person.

Except for the use of office space assigned to a faculty member and available library services, University facilities and equipment (including computers and VCRs) may not be used by faculty members in connection with outside professional activities (e.g. personal business, hosting a meeting or using equipment off campus) without first obtaining the approval of the Chairperson of the faculty member’s department or the person responsible for operating the facility or equipment. In all cases, the faculty member or an outside employer or sponsor will pay the rate established by the University for the use of the facility, equipment, materials or services.

B. USE OF UNIVERSITY NAME, SEAL AND LOGO

The University’s name, seal and logo are the exclusive property of the University, and consequently, may not be used in connection with goods or services offered by any outside organization without the prior permission of the Vice President for Institutional Advancement or the President. Faculty members publish a considerable number of reports in the form of bulletins, circulars, scientific articles, monographs, and books, some of which are copyrighted and others are not. Material from such recognized publications are, of course, quotable, and proper recognition should be given to both the individual author and to the University in connection with such quotations.

Official stationery may only be used in connection with professional activities. No report or statement relating to any non-professional activities may have the name of the University attributed to it. The use of official University titles for personal gain or publicity is prohibited without the written approval of the President.

C. MEDIA POLICY

The President of the University and the Director of Public Relations are the official spokespersons for the University. With prior knowledge and arrangements by the Public Relations Office, other persons at the University may speak with the media when it relates to their area of expertise. This Clarke University policy helps present a unified image, both visual and verbal, to the outside public.

If a faculty member is contacted directly by anyone from the media, prior to being interviewed, he or she should do the following:

- Take the person’s name, phone number and name of station or newspaper he or she represents;
- Ask the reason for the call and any specific information needed;
- Advise the caller that all such inquiries are handled by the Public Relations Office and to call the Director of Public Relations;
- Inform the Director of Public Relations immediately regarding the inquiry. The Public Relations Director may handle the inquiry or consult with the appropriate person for response.
IX. EVALUATION OF FACULTY

Faculty are evaluated annually on their Teaching, Professional Development and Service. More extensive evaluations occur several times during a faculty member's tenure at Clarke University. These evaluations occur at the time of mid-course and septennial reviews, and for tenure and promotion reviews. (See Evaluation of Faculty document in the Appendix to this manual.)

X. PROMOTION OF TEACHING FACULTY

A. LENGTH OF SERVICE

Promotion from one rank to another is not automatic, and only under exceptional circumstances will it be made at fewer than three (3) year intervals of full-time teaching at Clarke University. The candidate may apply in the third (3rd) year of full-time service so as to begin his or her fourth (4th) year in the new rank. Promotion from one rank to another requires recommendations based on the evaluation of certain criteria given in the following section. There is no limit on the number of years a faculty member may serve in a given rank. In the event of a starting date in January, the first year of service shall be deemed to be the first full academic year. A full academic year begins in August.

B. QUALIFICATIONS

The candidate is expected to demonstrate a level of excellence appropriate to the desired rank in the areas of teaching, professional development and service as specified in the Evaluation of Faculty document in the Appendix to this manual.

C. PROMOTION REVIEW PROCESS

1. CYCLE OF REVIEW (See Faculty Evaluation Cycles in Appendix to this manual)

If a faculty member intends to seek promotion, a peer review process is initiated in January prior to the fall in which promotion is requested. (See Table 4.4 in Faculty Evaluation Document in Appendix).

Each year the Faculty Personnel Board sets dates for fall promotion review. It is the responsibility of the individual faculty member to initiate the process.

a. By Date One

Individuals eligible for promotion review will complete the Statement of Eligibility (available in the Office of Academic Affairs). It is submitted to the Vice-President for Academic Affairs who will certify the individual's eligibility.

b. By Date Two

Applicants who meet the quantitative criteria required for promotion will be notified of eligibility by the Chairperson of the Faculty Personnel Board (FPB). The notice will include the name of one (1) peer reviewer chosen by FPB to provide evaluations and recommendations and the date by which the promotion portfolio must be submitted. The Chairperson of FPB will notify the evaluators chosen by the applicant and by FPB of their status and the date by which the evaluations are due. The Chairperson will also invite letters from the candidate's department colleagues or committee colleagues as appropriate. The forms for the evaluation (see Peer Review Forms in Faculty Evaluation document in Appendix to this manual) will be sent with the notices. Applicants may also request recommendations from other professional colleagues and/or from current students or alumnae. Those letters should be submitted directly to the Chair of the Faculty Personnel Board.

c. By Date Three
Applicants submit a portfolio of materials in support of the application for promotion to the Chairperson of Faculty Personnel Board. For a description of this portfolio see Contents of Faculty Professional Portfolio in Faculty Evaluation Document in Appendix to this manual.

2. FACULTY PERSONNEL BOARD REVIEW AND RECOMMENDATION

The Faculty Personnel Board shall review the following:

- the materials from the last three or four years’ annual reviews;
- results of student evaluations (CIEQ summary sheets);
- copies of peer reviews and chair reviews from the last three or four annual reviews.
- a narrative self-assessment and future plans for improvement;
- invited letters relative to the candidate’s teaching, professional development and service.

FPB members shall regard all materials, evaluations, and written statements regarding faculty members applying for promotion review as confidential.

FPB shall forward a written statement of its recommendation to the Vice-President for Academic Affairs by December 1st.

3. THE VICE-PRESIDENT FOR ACADEMIC AFFAIRS’ REVIEW AND RECOMMENDATION

The Vice-President for Academic Affairs shall review the materials submitted by the applicant and the Faculty Personnel Board and forward recommendations to the President by December 10.

4. PRESIDENT’S REVIEW AND DECISION/RECOMMENDATION

The President shall review the materials submitted by the applicant, the Faculty Personnel Board and the Vice-President for Academic Affairs and recommend the names for promotion to the Board of Trustees.

In recommending promotions, the President shall keep a reasonable balance in the number of faculty in each rank, in keeping with the best academic practice and within the constraints of the university budget.

5. BOARD OF TRUSTEES’ DECISION

The ultimate decision for granting promotion rests with the Board of Trustees in consultation with the University President.

Only favorable promotion recommendations from the President of the University come before the Board of Trustees. When the Board has reached a decision at its January meeting, the President will send written notice to the applicant, the applicant’s Chairperson, the Vice-President for Academic Affairs and the Faculty Personnel Board Chairperson. A positive decision on promotion will be reflected on the contract offered by February 15.

If the President does not recommend promotion, promotion is denied.

6. APPEALS PROCESS

A faculty member denied promotion may proceed with the Faculty Appeals Process outlined in Section XIV of this Chapter.

XI. TENURE

A. DEFINITION OF TENURE

Tenure implies mutual accountability by faculty, administrators, and the Board of Trustees:
1. On the part of the whole faculty, tenure denotes public approval of the work accomplished by the faculty member and the recognition of the faculty member’s commitment to the University.

2. On the part of the administrators and Board of Trustees, tenure denotes a commitment to continue to reappoint a faculty member to the full-time teaching until retirement, subject only to termination for cause, financial exigency, program revision, or discontinuance of a program under the conditions outlined in the manual. (See Termination of Faculty Members, Section XIII of this chapter.)

3. On the part of the faculty member, tenure denotes a dedication to continued excellence in teaching, professional growth, and service to the University. Failure to live up to these obligations is in itself a cause for termination of the faculty member’s academic appointment.

4. Although the criteria judging an individual’s performance may be the same for both promotion and tenure, it is understood that institutional concerns differ. When the Vice-President for Academic Affairs, President of the University, or the Board of Trustees consider promotion and/or tenure for a faculty member, an assessment of institutional long-term needs and priorities must carry more weight in recommendations or decisions regarding tenure than in those recommendations or decisions dealing with promotions.

5. Tenure does not imply or guarantee promotion and does not affect appointments in the summer session. Summer school classes do not count toward tenure or promotion.

B. GRANTING OF TENURE

1. If qualified and recommended by the President of the University, a faculty member appointed with the rank of Full Professor or Associate Professor may be granted tenure by the Board of Trustees at the completion of five (5) years of full-time teaching at Clarke University.

2. If qualified and recommended by the President of the University, a faculty member with the rank of Assistant Professor may be granted tenure by the Board of Trustees at the completion of seven (7) years of full-time teaching at Clarke University. If the faculty member was originally appointed as an Instructor, no more than three (3) years at that rank can be applied toward tenure.

C. MID-COURSE REVIEW FOR TENURE TRACK FACULTY

Tenure Track faculty members on probationary contracts (pre-tenure) must be evaluated as follows:

1. During the third (3rd) full academic year for faculty appointed at the rank of Associate or Full Professor.

2. During the fourth (4th) full academic year for faculty appointed as an Instructor or at the rank of Assistant Professor. (See Table 4.1 in Faculty Evaluation document in the Appendix.)

3. The teaching, professional development and service of the faculty member will be evaluated. The faculty member must meet the criteria at the level of her or his current academic rank.

4. In the event of a starting date in January, the first year of service shall be deemed to be the first full academic year. A full academic year begins in August.
D. TENURE REVIEW

1. Qualifications For Granting Tenure
   a. Years Of Service
      - Faculty members initially appointed as Full Professors and Associate Professors are
        eligible for and must proceed with tenure review by the Faculty Personnel Board during
        their fifth (5th) year of full-time teaching at the University.
      - Faculty members initially appointed as Assistant Professors are eligible for and must
        proceed with tenure review by the Faculty Personnel Board during the seventh (7th)
        year of full-time teaching at the University.
      - Faculty members initially appointed as Instructors and promoted to the rank of
        Assistant Professor are eligible for and must proceed with tenure review by the Faculty
        Personnel Board. Since no more than three (3) years as an Instructor may be applied
        toward tenure, faculty members are eligible for tenure review during their seventh (7th)
        year of full-time teaching at the University, with a minimum of four years at the rank of
        Assistant Professor. Faculty members who continue to hold the rank of Instructor are
        not eligible for tenure review.
      - In the event of a starting date at Clarke in January, the fifth (5th) year of service (or
        seventh year) shall be deemed to be in the fifth (or seventh) full academic year. A full
        academic year begins in August.
   b. Academic Degrees
      Refer to Section I, A of this chapter for specific requirements.
   c. Teaching, Professional Development and Service
      The candidates for tenure are expected to demonstrate the professional level or above
      described in the Faculty Evaluation Document in the Appendix to this manual.

2. Credit Toward Tenure
   a. At Hiring
      Except in unusual circumstances, such as a person being hired who already has tenure at another
      institution, no credit towards tenure may be granted for prior teaching experience as a condition of
      appointment.
   b. Leaves of Absence
      Non-tenured faculty may be granted a leave of absence to pursue an advanced degree, to accept
      a fellowship or grant, or to assume an administrative position at Clarke.
      In such cases, previous time earned toward tenure will not be lost. However, no tenure time will be
      granted for the years on leave and the leave will ordinarily not extend beyond two (2) years. (See
      Section VI, 3A thru 3G of this chapter for other types of leaves.)
   c. Administrative Positions
      Tenure and promotion are not associated with administrative contracts.
      A faculty member, either because of program change and/or interest in administrative work, may
      apply for any available administrative or staff position, provided that he or she has the appropriate
      qualifications for the advertised position.
A faculty member accepting an administrative/staff position retains the rank previously earned within a department, but loses tenure, if previously earned. However, at the discretion of the President of the University, a tenured member of the faculty may be granted a two (2) year leave of absence, with tenure, to fill an administrative/staff position. The Department involved may need to hire a replacement faculty member for a two-year period only. If at the end of the two (2) year leave of absence from the Department, the faculty member chooses to remain in his or her administrative/staff position and not return to the Department, the individual would automatically lose his or her tenured status.

3. Chronology of Review Process  (See Faculty Evaluation materials in Appendix to this manual)

In the spring, the Vice-President for Academic Affairs begins the tenure review process by writing to faculty members eligible for tenure review during the fall of the following academic year, instructing them that they must initiate the process by submitting a Statement of Eligibility Form. A copy of this notification is sent by the Vice-President for Academic Affairs to the Chair of the Faculty Personnel Board (FPB).

The Administration is obligated to inform a tenure applicant of any changes in the status of the position in order to allow the applicant to withdraw the tenure application.

Each year FPB sets the three (3) dates for tenure review.

   a. By Date One The applicant must return the eligibility form naming one (1) colleague whom he or she will ask to complete the evaluation and recommendation forms.

   b. By Date Two FPB will notify the applicant of the name of the faculty member chosen by FPB to provide a peer review and the date by which the tenure portfolio must be submitted. The Chairperson of FPB will also notify the evaluators chosen by the applicant and by FPB of their status and the date by which the reviews are due. The review forms will be sent with the notices. The Chairperson of FPB will also invite letters of evaluation from tenured faculty in the ranks of Full Professor and Associate Professor. An open invitation for letters from faculty members and administrators of the University will also be given. Additionally, applicants may request other professional colleagues, current students or alumnus/ae to submit letters of recommendation directly to the Chairperson of FPB.

   c. By Date Three Applicants submit to the Chairperson of FPB a portfolio of materials in support of the application for tenure. For portfolio specifics see the section on Faculty Evaluation in the Appendix to this manual.

4. Faculty Personnel Board Review and Recommendation

By December 1st the Faculty Personnel Board shall receive and review the following:

   - the materials from the last three or four years’ annual reviews;
   - the results of student evaluations (CIEQ summary sheets);
   - copies of peer reviews and chair reviews from the last three or four annual reviews;
   - a narrative self-assessment and future plan for continued improvement
   - invited letters relative to the candidate’s teaching, professional development and service.

The members of FPB shall regard all materials, evaluations, and written statements regarding faculty members applying for tenure review as confidential.

By December 1, the Faculty Personnel Board shall forward a written statement of its recommendation to the Vice-President for Academic Affairs.
5. The Vice-President for Academic Affairs’ Review and Recommendation

By December 10, the Vice-President for Academic Affairs shall review the materials submitted by the applicant and FPB and forward his or her recommendation to the President. The recommendation should take one of the following forms:

- Acceptance of the recommendation by the Faculty Personnel Board;
- Non-acceptance of the recommendation of the Faculty Personnel Board and recommendation for:
  - tenure; or
  - denial of tenure. In such case the present contract is considered to be a terminal contract.

6. President’s Review and Decision/Recommendation

The President shall review the materials submitted by the Applicant, the Faculty Personnel Board, and the Vice-President for Academic Affairs. The President may accept or disagree with the above recommendations and do one of the following:

- Recommend tenure to the Board of Trustees, or
- Deny tenure and consider the present contract to be a terminal contract.

In recommending tenure, the President shall keep a reasonable balance in the numbers of faculty in each rank, in keeping with the best academic practice and with the constraints of the university budget.

If the President denies tenure, a written notice must be sent to the faculty member by December 15 to comply with the date of notification required for non-reappointment. (See Contract Renewal, Section III, B of this chapter.)

In all instances of denial, the President will indicate at what level(s) denial of tenure was recommended, i.e., Faculty Personnel Board, the Vice-President for Academic Affairs, President.

7. Board of Trustees’ Decision

The ultimate decision for granting tenure rests with the Board of Trustees in consultation with the University President. Only favorable tenure recommendations from the President of the University are to come before the Board of Trustees for their approval. The President will advise the Board of Trustees of those faculty members who were eligible for tenure but who were denied, at what level(s) they were denied, and the reason(s) for the denial.

Despite a favorable recommendation from the President of the University, the final decision to grant tenure rests exclusively with the Board of Trustees. The Board will consider the qualifications of the individual as well as implications and long-range institutional needs in rendering such decisions. Ordinarily the Board of Trustees will render its decision by January 31 of the academic year in which the tenure review was conducted.

If the Board of Trustees denies tenure to a faculty member recommended by the President, the faculty member will receive a terminal contract for the following academic year on or before February 15, which reflects the Board of Trustees’ decision.

The President will send written notice of the Board of Trustees’ decision to the applicant, the applicant’s chairperson, the Vice-President for Academic Affairs, and the Faculty Personnel Board Chairperson.

8. Appeals Process
A faculty member denied tenure may appeal this decision through the Faculty Appeals Process outlined in Section XIV of this chapter. The petition for review of an adverse tenure recommendation must name the party who first recommended denial as respondent to the appeal. The appeal must be initiated no later than thirty (30) calendar days after notification of denial.

E. SEPTENNIAL REVIEW

With the exception of those faculty who are over sixty (60) years of age and who have previously participated in a septennial review at Clarke University, all faculty members (including those tenured, those with the rank of Full Professor, those on non-tenure tracks, part-time as well as full-time) will be evaluated at least every seven years.

For specifics of this review see Faculty Evaluation Document in the Appendix to this Manual.

XII. PROGRESSIVE DISCIPLINE OF FACULTY MEMBER

A. WRITTEN WARNING

Discharge for cause should, except in extraordinary circumstances, be preceded by a written admonition by the appropriate administrative officer (President, Vice-President for Academic Affairs) describing the alleged problem and warning that the faculty member’s contract status is in jeopardy. The warning must also stipulate a period of time within which correction of the alleged problem is expected. If the faculty member does not contest the allegation and corrects the problem, the matter is settled. If the faculty member fails to correct the problem, dismissal procedures or a lesser sanction may be applied.

In extreme circumstances the President, in consultation with the Vice-President for Academic Affairs upon recommendation from the applicable Department Chairperson, may take disciplinary action without previous citation or warning. While disciplinary action may be appealed through the established process (see Section XIV of this chapter), the burden of proof in any such appeal lies with the faculty member.

B. ACTION SHORT OF TERMINATION

Depending on the circumstances, the President, in consultation with the Vice-President for Academic Affairs, may elect to impose a disciplinary action short of dismissal for causes listed in Section XIII of this chapter. These sanctions may include but are not limited to suspension for a period of time without pay or withdrawal of faculty privilege. Such suspension may not last beyond a full year, but may entail the total or partial discontinuance of all salaries and benefits, the suspension of all promotion and salary increments, and the temporary suspension or withdrawal of faculty privileges.

In extreme circumstances, the President may take disciplinary action without previous citation or warning. The President may temporarily suspend a faculty member from the University, when it is determined by the President that there is a strong likelihood that the faculty member’s continued presence at the University poses an immediate threat of harm to Clarke University, or to individual members of the University community. Such suspension shall be with pay and shall last only so long as the threat of harm continues or until dismissal for cause occurs.

The President’s decision after such a review shall be final.
XIII. TERMINATION OF APPOINTMENT OF FACULTY MEMBERS

Faculty appointments normally terminate by expiration of the specified length of the appointment in the case of term appointments and by retirement in the case of continuous appointments.

A. Termination by the Faculty Member

A faculty member may terminate his or her appointment effective at the end of an academic year provided that he or she gives notice in writing at the earliest possible opportunity, but no later than March 15.

B. Termination by the President or the Board of Trustees

It is the policy of the Board of Trustees that appointment, either term or continuous (tenured), may be terminated before expiration by the President or the Board of Trustees for any of the following reasons:

1. Adequate Cause

Dismissal for cause of a faculty member possessing either a continuous appointment or a term appointment may be effected for such cases as:

- professional incompetence or continued neglect of academic duties or responsibilities;
- continuous serious public disregard for the policies, mission and values of the University;
- conviction in the courts of a serious crime;
- grave moral delinquency;
- sexual harassment

The concept of moral delinquency identifies the exceptional case in which the behavior of the faculty member is so utterly blameworthy as to make it appropriate for the University to immediately terminate the faculty member’s employment with the University. The standard is behavior that would generally evoke condemnation by the academic community.

2. Medical Reason

Termination of an appointment for medical reasons will be based on clear and convincing medical evidence that the faculty member cannot continue to fulfill the terms and conditions of the appointment.

3. Financial Exigency

Termination of an appointment with tenure or a term appointment before the end of the specified term may occur under extraordinary circumstances because of a demonstrably bona fide financial exigency. For purposes of this document the term financial exigency is defined to mean a threat to the operating budget so as to produce significant operating deficits as determined by the President with advice and consultation from representative faculty (to be designated by the Faculty Senate), administration, and the Board of Trustees. All feasible alternatives to termination will be explored.

Once financial exigency, which necessitates faculty cutbacks, has been declared by the Board of Trustees, the Vice-President for Academic Affairs and the faculty of the department to be affected, if appropriate, shall define departmental goals within the scope of the new goals and direction of the University as approved by the Board of Trustees. The Vice-President for Academic Affairs recommends to the President the faculty members to be retained based on the criteria set forth in Section XIII C of this chapter. The President notifies the faculty member(s) who will be terminated of his or her decision.
4. Curriculum Revision or Discontinuance of a Program or Department not Mandated by Financial Exigency

Clarke University reserves the right in its sole discretion to make changes of any nature in the University’s academic programs, courses, schedule or calendar whenever in its sole judgment it is deemed desirable to do so. Also, the University reserves the right to eliminate or change any program, department, major or degree offered by Clarke University, to include bona fide curriculum revision or formal discontinuance of a program or department of instruction. The foregoing changes may also include, without limitation, the modification of the contents of any of the foregoing, the rescheduling of classes, with or without extending the announced academic term, the cancellation of scheduled classes or other academic activities. To the extent possible when a major revision in curriculum or the discontinuance of a program occurs, the following steps should be followed:

- Termination of an appointment with tenure, or of a term appointment before the end of the specified term, may occur as a result of bona fide major curriculum revision or formal discontinuance of a program or department of instruction.

- The decision to revise a program or formally discontinue a program or department of instruction will be based upon long-term educational considerations and not on temporary fluctuations in enrollment. These considerations must reflect long-range judgments that the educational mission of the institution as a whole will be enhanced by the major revision or discontinuance of a given program. Early and meaningful consultation with the faculty should precede a decision to revise or discontinue a program or department.

- The decision to make major revisions to a program or formally discontinue a program or department of instruction may be recommended by the Planning Committee, the Educational Policies Committee or the Vice-President for Academic Affairs. The recommendation is presented to the President who, if he or she accepts the proposal, sends the recommendation to the Board of Trustees.

- Once a decision to make major revisions to a program or department is recommended by the Educational Policy Committee or the Vice-President for Academic Affairs and approved by the President and the Board of Trustees, the Vice-President for Academic Affairs and the faculty of the department to be affected shall define departmental goals within the scope of the new goals and direction of the University as approved by the Board of Trustees. The Vice-President for Academic Affairs recommends to the President the faculty to be retained based on the criteria in Section XIII C of this chapter. The President notifies the faculty member(s) who will be terminated of his or her decision.

C. Criteria for Determining the Faculty Members to be Retained

It is the policy of the Board of Trustees that there are criteria for determining the faculty members to be retained during a period of retrenchment.

1. The most important factor in identifying the faculty to be retained is the ability to teach within the programs supported by the department as determined by:

- preparation/degree;
- contribution to institutional vitality;
- quality of previous teaching experience;
- relevant non-academic (professional) experience;
- tenure.
2. In the event that two or more persons claim to possess equal qualifications for a single position, the Faculty Personnel Board will review the credentials and the faculty portfolios for each candidate and make recommendations to the Vice-President for Academic Affairs, who will consult with the President. The President will notify the faculty members of the decision which is final. Seniority will not be the only consideration in retaining a faculty member.

D. Procedural Guidelines for Termination

It is the policy of the Board of Trustees that procedural guidelines will be followed after identifying a person whose appointment is to be terminated.

1. Termination of Appointment for Cause

Termination of faculty appointment for cause at any time shall be made according to the following procedures. Before formal charges are brought against the faculty member, the Vice-President for Academic Affairs or two members of the Administrative Council appointed by Vice-President for Academic Affairs will attempt conciliation in private if, in the opinion of the Vice-President for Academic Affairs, conciliation is a possible resolution. If the conciliation fails or is not deemed feasible by the Vice-President for Academic Affairs, formal charges are given in writing to the faculty member by the Vice-President for Academic Affairs. If the faculty member wishes to make an appeal against these charges, the Appeals Process is followed (see Section XIV of this chapter).
2. Termination of Appointments in a Time of Major Curriculum Revision, Program Discontinuance or Financial Exigency

a. Relocation - Before terminating an appointment based on the procedures outlined above because of financial exigency, the institution will make every effort to place the faculty member in another suitable position. Before the President issues notice to a faculty member of the intention to terminate an appointment because of formal revision or discontinuance of a program or department of instruction not mandated by financial exigency, the institution will make every effort to place the faculty member in another suitable position. If placement in another position within the institution would be facilitated by a reasonable period of training, financial and/or other support for such training will be made within budget constraints with tenured faculty members.

b. Notice - In all cases of termination of appointment for financial exigency, program revision or discontinuance, the faculty member concerned as well as the Department Chair will be given notice according to the following schedule:

- at least three months (February 15) prior to the expiration of the contract year (May 31) when the decision is made during the first year of probationary service;
- at least five months (December 15) prior to the expiration of the contract year (May 31) when the decision is made during a succeeding year of probationary service;
- at least one academic year if the faculty member has tenure, i.e., by May 31 of the contract year preceding the terminal contract.

If the University does not follow the schedule of notification, then the terminated faculty member will receive compensation (at the rate of current salary) for the difference in the period of time between the stated schedule and the receipt of notification. This compensation will be the faculty member’s sole remedy for the university’s failure to provide timely notification.

- c. Reinstatement - In all cases of termination of tenured faculty because of financial exigency, the position of the faculty member concerned will not be filled by a replacement within a period of three (3) years, unless the released faculty member has been offered reinstatement and a reasonable time (three months) in which to accept or decline reinstatement.

- d. Appeal - Individual faculty members may challenge the recommendation to terminate an appointment by following the Appeals Process (see Section XIV of this chapter).

3. Termination of Appointment for Medical Reason

The Vice-President for Academic Affairs’ decision to terminate the appointment of a tenured faculty member for medical reason will be reached only after there has been appropriate consultation with the affected faculty member and after the faculty member concerned, or someone representing the faculty member, has been informed of the basis of the proposed action and has been afforded an opportunity to present the faculty member’s position and to respond to the evidence. The termination of tenure may become effective only after the first full contract year of incapacity which has been determined by the faculty member’s doctor. The procedures for acquiring payment through disability are stated in Section VI A of this chapter.

Should the faculty member wish to appeal this decision, the Faculty Appeals Process will be followed (see Section XIV of this chapter).

4. Termination Due to Closure of the University

Notwithstanding any of the foregoing provisions, should the financial situation of the University be so critical as to necessitate the closing of the University, the Board of Trustees maintains its power to take immediate action, thus preempting the procedures outlined above. Severance pay, if any, shall be determined by the Board of Trustees.
XIV. FACULTY APPEALS PROCESS

Clarke University obligates itself to give faculty members procedural requirements of due process in order to protect them from arbitrary or capricious disciplinary and non-disciplinary actions. The determination as to whether a specific matter will be considered disciplinary or non-disciplinary rests with the Vice-President for Academic Affairs. Said determination is final.

A. Procedures for Faculty Appeal:

1. Overview of the Appeals Process:

Upon receipt of an appeal from a faculty member, the Chairperson of Faculty Senate will convene the Faculty Appeals Board. The Faculty Appeals Board reviews the evidence and, if it decides that the case merits further consideration, reports its decision to the initiator, the respondent, and the administrator to whom the respondent reports. (If that administrator is intimately involved in the appeal, the report will go to the next level administrator.) The administrator receiving the report reviews the decision with the documentation and makes a final decision in the case. In the event that the appeal involves a presidential decision, the report will go to the Board of Trustees who will make a final decision in the case.

2. To Begin Appeal Process:

If a faculty member wishes to appeal the appropriateness of a disciplinary action or a perceived injustice in promotion or tenure review, terms of contract or any other non-disciplinary action, there are steps to be taken to set this appeal in motion. Those steps are given below; they are to be followed in sequential order.

a. The faculty member notifies the Chairperson of the Faculty Senate in writing of his or her request for a hearing. Notification must include:
   - Name of respondent;
   - Brief statement of cause for requesting a hearing

b. Creation of Faculty Appeals Board:

The following steps are taken by the Chairperson of the Faculty Senate. The Faculty Appeals Board functions only during the academic year (late August to mid-May). The Faculty Appeals Board supplies the need for judicial power to keep the right balance between general policy and its particular application, between the common good and personal rights.

- The Chairperson will obtain a list of full-time teaching faculty from the Vice-President for Academic Affairs.
- The Chairperson and the Secretary of the Faculty Senate will select, by lottery, six (6) full-time teaching faculty members of the Faculty Senate. In the event that a tenure/promotion decision is being appealed, the Faculty Appeals Board will consist of tenured faculty members who did not submit letters of recommendation in reference to the initiator.
- The first three (3) members selected will be considered as original members.
- The second three (3) members selected will be considered the alternates.
- The Chairperson will notify the six (6) members of their selection in person or by telephone within 24 hours of their selection.
The Chairperson will notify, in person or by telephone, the initiator (the faculty member who requested a hearing) and the respondent (person charged) of the six (6) selected faculty within 48 hours of their selection.

c. Steps to be taken by faculty, chosen by lottery, to form Appeals Board:

- The faculty chosen will contact the Chairperson of Faculty Senate within 24 hours of being notified of selection as to acceptance or of a request not to serve on the Appeals Board. Specific reasons must be given for a request not to serve.
- Faculty may decline to serve only for a serious reason such as conflict of interest.

d. Steps to be taken by the initiator and respondent after notification of faculty selected by lottery to form Appeals Board:

- Initiator and respondent must each notify the Chairperson of the Faculty Senate within 24 hours of notification, of their acceptance or objections to the selected faculty.
- Initiator and respondent can seek to disqualify a faculty member selected for service on the Appeals Board if they can show that the faculty member selected is prejudiced in the case.

e. Steps to be taken by the Faculty Senate Chairperson after all have had an opportunity to respond to faculty selected by lottery:

- The Chairperson of the Faculty Senate makes the final decision as to disqualification of faculty selected for the Appeals Board.
- The Chairperson of the Faculty Senate determines whether the three faculty members are acceptable.
- If at the end of the process, the three person membership of the Faculty Appeals Board is not complete, the selection process is repeated until the three (3) member Board is formed.

3. Timeframe for creation of the Faculty Appeals Board:

The process must be completed within five (5) days of receipt of the faculty member’s request to the Faculty Senate Chairperson or good cause must be shown to the appropriate administrator why the selection process was not completed within this timeframe.

4. Steps to be taken by the Faculty Senate Chairperson when the membership of the Faculty Appeals Board is complete:

The Chairperson will notify, in writing,
- the three faculty members,
- the initiator,
- the respondent,
- the appropriate administrator

that the Faculty Appeals Board membership is complete.

5. Steps to be taken by the Faculty Appeals Board:

a. The Appeals Board must meet within five (5) class days of notification by the Faculty Senate Chairperson.

b. The Appeals Board selects a Chairperson from within its membership.
c. The Chairperson of the Appeals Board immediately informs the initiator in writing, that he or she has ten (10) class days, from receipt of notification, to submit to the Chairperson of the Appeals Board a written statement which:
   - Sets forth in detail the nature of the appeal;
   - States the name of the person against whom the appeal is directed;
   - States all the data which the initiator deems pertinent to the case.

d. The Chairperson of the Appeals Board will distribute copies of the initiator’s statement to members of the Faculty Appeals Board and the respondent within 24 hours of receiving the initiator’s written statement.

e. The Faculty Appeals Board has five (5) class days following receipt of the initiator’s written statement to review the contents of the statement.

f. If the case is a disciplinary case, the Faculty Appeals Board is required to grant a hearing after the investigative process outlined below has been completed.

g. If the case is a non-disciplinary matter, the Faculty Appeals Board has the right at any time during the appeals process to determine whether or not the facts merit a hearing or further investigation.

h. If the case is a non-disciplinary matter and does not merit a hearing or further investigation, the Chairperson of the Faculty Appeals Board notifies the initiator and respondent of the board’s decision, which is final.

i. If the non-disciplinary matter merits further investigation, the appeals process continues:
   1) The Chairperson of the Faculty Appeals Board requests from the respondent a written statement replying to the written statement of the initiator.
      - The respondent has ten (10) class days from receipt of the Chairperson’s request to submit his/her response.
      - The Chairperson distributes, within 24 hours of receipt of the respondent’s formal response, copies of the respondent’s statement to the members of the Faculty Appeals Board and the initiator.
   2) The initiator and respondent may respond to each others’ statements through the Chairperson of the Faculty Appeals Board as follows:
      - The initiator (second statement) may reply in writing to the Chairperson within five (5) class days of receipt of the respondent’s formal response.
      - The Chairperson of the Faculty Appeals Board will distribute copies of the initiator’s second statement to the members of the Faculty Appeals Board and the respondent within 24 hours of receipt of the statement.
      - The respondent (second statement) may reply in writing to the Chairperson within five (5) class days of receipt of the initiator’s second statement if he/she chooses.
      - The Chairperson of the Faculty Appeals Board will distribute copies of the respondent’s second statement to the members of the Faculty Appeals Board and the initiator within 24 hours of receipt of the statement.
• If the Faculty Appeals Board, in a non-disciplinary case, determines from the written responses of the initiator and respondent that a hearing is not merited by the facts presented by the initiator and respondent then:
  - The Chairperson of the Faculty Appeals Board notifies, in writing, the initiator and respondent of its decision, which is final.
  - Notice is also sent to the appropriate administrator.

• If the Faculty Appeals Board, in a non-disciplinary case, determines that a hearing is advisable in order to seek further clarification, then the appeals process continues with a hearing.
6. **Steps the Faculty Appeals Board takes in the Formal Hearing of a Case:**
   a. The Chairperson of the Faculty Appeals Board will conduct the hearing.
   b. The hearing must occur within five (5) class days of the review by the Faculty Appeals Board of the second statement(s) and response(s) of the initiator and the respondent.
   c. The hearing will be attended by the Faculty Appeals Board, the initiator and the respondent only. Witnesses will be present only when providing testimony.
   d. The Chairperson of the Faculty Appeals Board will state the ground rules to be followed when the hearing is convened.
   e. One of the other Faculty Appeals Board members will keep non-verbatim notes.
   f. Both the initiator and respondent have the right to make opening and closing statements, to call witnesses to present evidence, and to question witnesses called by the other party.

7. **Steps the Faculty Appeals Board takes at the completion of the hearing:**
   a. Immediately following the hearing, the Faculty Appeals Board will meet privately to discuss the findings and formulate its recommendations.
   b. Upon completion of its review, the Chairperson of the Faculty Appeals Board will present:
      1. The written statements of the initiator and the respondent;
      2. The non-verbatim notes taken by the Faculty Appeals Board member during the hearing;
      3. The Faculty Appeals Board recommendation, with supporting rationale to:
         • The appropriate administrator (the person to whom the respondent reports) or if this person has been a witness and played such an integral part on behalf of one of the parties so as to have prejudged this matter, then to the next level administrator. If the next level administrator has been such a witness, then the President;
         • The initiator;
         • The respondent;
         • The President if he/she was not part of the appeal process.

8. **Steps to be taken after Faculty Appeals Board has presented its findings:**
   a. The Faculty Appeals Board, having completed its work, is dissolved.
   b. No member of the Faculty Appeals Board is free, even after the Board is dissolved, to discuss the matter with the initiator, the respondent, or any other person at any time, unless ordered to do so by a duly authorized court of law.
   c. No member of the Faculty Appeals Board, even after the Board is dissolved, will reveal his/her individual recommendations or those of the Appeal Board, unless ordered to do so by a duly authorized court of law.
   d. The appropriate administrator or the Board of Trustees, who has received the written statements, notes and recommendations from the Faculty Appeals Board, makes the decision. This decision is final. No appeal may be taken from this decision.
B. Disciplinary Actions for Faculty:
The Vice-President for Academic Affairs, prior to implementing a disciplinary action, must state the specific ground or grounds with a summary of the evidence supporting the disciplinary action. A written notice must be given within five (5) class days of the completion of the Vice-President for Academic Affairs initial investigation and decision. The faculty member receiving a sanction must be given an opportunity for a hearing to present his or her position, explanation and evidence.

C. Non-disciplinary Decisions Concerning Promotion and Tenure

1. Denial Based on Recommendation by Faculty Personnel Board or the Vice-President for Academic Affairs

A faculty member may initiate an appeal no later than 30 calendar days following notification by the President of the promotion or tenure decision. The President’s decision is based on the recommendations made by the Faculty Personnel Board and the Vice-President for Academic Affairs. The appeal is made to the level at which the negative recommendation was originally made. The Faculty Appeals Procedure is used.

2. Denial Based on Recommendation by President

If the President, disregarding the favorable recommendations of the Faculty Personnel Board and the Vice-President for Academic Affairs, denies promotion or tenure:

a. Timing:

The faculty member’s appeal must be in writing to the Chairperson of the Board of Trustees no later than 30 calendar days following notification of the President’s decision to deny promotion/tenure.

b. Process:

1.) The Chairperson of the Board of Trustees calls the Executive Committee of the Board into session to review the appeal.

2.) Decision: The decision of the Executive Committee of the Board of Trustees is final.

3.) Communication: The Chairperson of the Board notifies the faculty member of the Committee’s decision.

Except in cases where the appeal is to the President, faculty shall follow the Faculty Appeals Process.

XV: FACULTY RETIREMENT POLICY

Faculty desiring to move from Full-time to Part-time teaching may do so only if the department chair and VPAA agree that the academic department in question can function adequately with fewer full-time faculty. However, the department needs must be evaluated annually. Faculty electing to participate in the phased retirement plan must indicate their intent in writing to the VPAA by October 15th in the year prior to the 1st year of the phased retirement plan.

Those eligible to participate in the phased retirement plan must be:

- full-time, Clarke University faculty
- at least 60 years of age
• have been employed at Clarke University for a minimum of 15 years at the time of initial participation in the plan.

Tenured faculty participating in the retirement plan will retain tenure during their part-time status until the completion of their fourth year (if applicable). At the end of this period the faculty member will no longer be a tenured member of the Clarke University faculty. During the phased retirement period faculty will retain faculty status and rights and privileges as indicated in the Faculty Manual. The faculty member will receive office space and access to computer and technological support at the discretion of the university. Office space may be shared with other faculty as determined by the university. Faculty will be expected to meet all institutional expectations in teaching professional development, and service. This includes the following:

• Teach in the General Education Program (if needed)
• Hold scheduled office hours (4 if ½ time -6 if ¾ time) weekly
• Serve as academic advisor
• Attend department meetings and contribute to department work
• Participate in university committee work

Part-time status can be maintained for a maximum of four years provided the academic department needs are being met. At the end of such time, the faculty member may be retained on a semester-by-semester basis in an adjunct capacity. Possible plan for retirement:

• First year: ¾ or ½ time contract with full benefits
• Second year: ½ time contract with half benefits
• Third year: ½ time contract with half benefits
• Fourth year: ½ time contract with half benefits
• Less than ½ time contract would be an adjunct without benefits

Faculty may negotiate for adjunct status at the end of the fourth (4th) year of part-time teaching or any time prior to that.

1. Rationale
Since no academic department can function with several part-time faculty, the decision to allow a faculty member to participate in the phased retirement plan will be in consultation with the academic Department Chair and the VPAA as:

• Work load increases for full-time faculty
• It is difficult to hire additional part-time faculty to replace a full-time position
• Part-time faculty are less available to students
• Departments with few full-time faculty are in jeopardy to recruit and retain students

2. Compensation
Compensation shall be determined on the basis of the full annual salary the faculty member received during the last year of full-time teaching. This does not include compensation for overloads, grants, etc.

3. Benefits
Participation under this program entitles the employee to participate (on a volunteer basis) in the following benefit programs, dependent upon either full or half benefit status:
Full Benefits:
- Health Insurance (at current rate)
- Dental Insurance (at current rate)
- 403 (b) retirement through TIAA-Cref
- Flexible Spending Plan
- Tuition Remission at full rate
- Tuition Exchange
- Group Life Insurance and Long Term Disability are provided and paid by the University

Half Benefits:
- Health Insurance (at prorated current rate)
- Dental Insurance (at prorated current rate)
- 403(b) retirement through TIAA-Cref
- Flexible Spending Plan
- Tuition Remission (at 50%)