



# FACULTY HANDBOOK

Effective July 1, 2017-June 30, 2018

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## **INTRODUCTION**

The Faculty Handbook is the official statement of University of Northern Iowa (“University” or “UNI”) policy governing the rights and responsibilities of faculty. The Office of the Provost and Executive Vice President for Academic Affairs (“Provost”) is responsible for maintaining the Faculty Handbook and posting the Handbook on its website.

This Handbook is updated annually by the Provost’s Office following consultation with the Faculty Handbook Committee (“FHC”). The FHC is a standing, joint committee of six administrators appointed by the Provost and six faculty appointed by Faculty Leadership (United Faculty President, Faculty Senate Chairperson, and the Chair of the Faculty). Membership on the FHC may change from year to year but shall be chaired by a designee of the Provost.

Faculty or administrators wishing to propose changes to the Faculty Handbook may submit proposed changes, in writing, to the FHC. The FHC will typically consider proposed changes to the Faculty Handbook in the academic year in which such changes are proposed. If the consensus of the FHC is to adopt a proposed change to the Handbook, the FHC will consult with the Faculty Senate and Faculty Leadership before presenting to the Provost any recommended changes to the Handbook. The Provost shall either accept or reject the recommendations of the FHC. Subject to limited exceptions, any changes to the Faculty Handbook will not take effect until the beginning of the following academic year.

This Handbook supersedes all prior UNI handbooks that are inconsistent with its current provisions. This Handbook does not create a contract of employment between UNI and its employees. To the extent that any provision of this Handbook conflicts with University or Board of Regents, State of Iowa (“Board”) policy, any applicable collective bargaining agreement, or applicable state or federal law, such provision shall be void.

## CHAPTER ONE: FACULTY GOVERNANCE

The Faculty at the University of Northern Iowa are represented by three governing agents: the Faculty Senate, the Faculty Chair, and United Faculty. All three represent the faculty as a whole and play a central role in the shared governance of the university. All three share responsibility for the protection of academic freedom, the fair and equitable application of policy, the advancement of the university's mission, and the promotion of faculty success.

### **University Faculty Senate**

"The principal representative agency of the University faculty shall be the University Faculty Senate, which shall have the power to act for the faculty on all matters within its jurisdiction." Constitution of the Faculty, Article V, 3.0. The Senate is primarily responsible for issues of educational policy and curriculum. The province of the Faculty Senate is outlined in the Senate By-Laws: <https://senate.uni.edu/uni-faculty-senate-bylaws>.

### **Faculty Chair**

The Chair acts as spokesperson for the established policies and positions of the faculty to officers of the administration, to the press, to student leadership representatives, and consistent with Board policies and regulations to the Board of Regents. Details are found in the Faculty Constitution, Article II: <https://senate.uni.edu/constitution-faculty>.

### **United Faculty**

United Faculty is the certified, exclusive, and sole collective bargaining representative for the faculty pursuant to the relevant Public Employee Relations Board ("PERB") orders. It is primarily responsible for issues of salaries, working conditions, and other labor relations matters. Details of the current collective bargaining agreement and other faculty resources are available at: <https://ufaculty.uni.edu/>.

### **Faculty Leadership**

For purposes of this Handbook, "Faculty Leadership" shall refer to the Faculty Senate Chairperson, the Chair of the Faculty, and the President of United Faculty.

### **Faculty Handbook Committee**

The FHC is a standing, joint committee of six administrators appointed by the Provost and six faculty appointed by Faculty Leadership. Membership on the FHC may change from year to year but shall be chaired by a designee of the Provost. The FHC will convene on a regular basis to discuss issues that are of mutual interest to faculty and administrators. The FHC will review the Faculty Handbook on an annual basis and recommend any changes to the Faculty Handbook to the Provost.

## **CHAPTER TWO: FACULTY APPOINTMENTS**

### **Section 2.0 Appointments**

General terms and conditions of appointments shall be stated in writing. In addition to the letter of offer, all appointments are governed by University policies.

#### **Subdivision 2.01 Non-Discrimination**

Evaluation of an individual with respect to appointment to the faculty is made without reference to age, national origin, race, color, religion, creed, political affiliation, veteran/military status, disability, pregnancy, gender or gender identity, sexual orientation, or any other status protected by applicable federal or state law.

#### **Subdivision 2.02 Qualifications**

For all appointments to the faculty, the primary standard is that the candidate to be appointed is the candidate best qualified for the position among those available for it.

#### **Subdivision 2.03 Terminal Degree**

It is expected that Faculty Members will have, at the time of appointment or within a reasonable period thereafter, the terminal degree appropriate to their disciplines and positions, except as noted in Paragraph 2.033. Specifically:

##### **Paragraph 2.031**

For initial appointment at the rank of Assistant Professor, candidates will normally possess the appropriate terminal degree and will show experience of or strong potential for excellence in teaching, productive research/ scholarship/creative achievement, and professional service.

##### **Paragraph 2.032**

For initial appointment at the rank of Associate Professor or Professor, candidates will have the appropriate terminal degree and will have substantial experience demonstrating excellent teaching, productive research/ scholarship/ creative achievement, and professional service. Initial appointments at the senior ranks are based on the same criteria as promotion to those ranks.

### **Paragraph 2.033**

Although in most academic disciplines and for most faculty positions the appropriate terminal degree is the doctorate, the University recognizes that in some disciplines and for some positions other degrees are customarily regarded as the highest normally appropriate to scholars in those areas. The University also recognizes that in exceptional instances there can be experience and/or training other than formal degree work that qualify a Faculty Member or candidate as teacher and scholar as effectively as a formal degree program as long as such experience and/or training satisfies the requirements of the Higher Learning Commission. Such instances will be based on a considerable record of achievement, such as a substantial record of published research in professional journals. For those disciplines or positions where the appropriate terminal degree is normally not the doctorate, the degree requirement, if any, will be stated in established policies initiated by the department affected and agreed to by the College Dean and the Provost. In the absence of any established policy to the contrary, the terminal degree for all disciplines and positions is the doctorate.

### **Section 2.1 Termination**

Temporary, term, renewable term, clinical, probationary, and tenured Faculty Members may be terminated, only during an applicable term, for just cause and in accordance with the requirements of due process as approved by the Board of Regents, State of Iowa, June 30, 1973.

### **Section 2.2 Temporary Appointments**

A temporary appointment runs for a precisely stipulated short term, usually one year or less. It terminates automatically at the expiration of the stipulated term. It carries no implications of renewal or continuation beyond the stipulated term.

#### **Subdivision 2.21**

Temporary Faculty Members teaching continuously a cumulative total of six consecutive semesters shall thereafter receive preference for future one-semester or longer appointments to teach the same or similar courses.

#### **Subdivision 2.22**

The Temporary Faculty Member's preference rights shall be subject to extenuating circumstances, including performance evaluations, in exercising preference rights.

#### **Subdivision 2.23**

A Temporary Faculty Member may file a faculty petition relating to this section pursuant to Chapter 11 of this Faculty Handbook. However, the decision of the Provost pursuant to Chapter 11 shall be final.

## **Section 2.3 Term Appointments**

A term appointment is a multiple-year appointment, i.e., one, two, three, or four years, which expires as specified by the initial letter of appointment. Initial appointments may not exceed a total of four years. When positions become vacant by expiration of the term of appointment, a search must be conducted if the position is to be filled.

## **Section 2.4 Probationary Appointments**

### **Subdivision 2.41**

A probationary appointment, like a temporary appointment, runs for a stipulated short term, usually one year. Unlike a temporary appointment, however, it carries the implication that, if the appointee's services are judged by the University to be satisfactory, the appointment will be renewed year after year until, normally, a total of six years of probationary service shall have been accumulated; however, the University may offer reappointment for a seventh probationary year. The tenure standards for the seventh year will be the same as during the sixth year.

### **Subdivision 2.42**

A probationary appointment may be terminated at the end of any term, provided that written notice of the intention to terminate has been given by the University to the probationer in good time. Specifically: if the appointment is to be terminated at the end of the first year, notice shall be given by March 1; if at the end of the second year, by December 15; if at the end of any later probationary year, twelve months in advance.

### **Subdivision 2.43**

The probationary period provides the opportunity to meet the requirements for tenure.

### **Subdivision 2.44**

By March 1 of every year, every Faculty Member on a probationary appointment shall receive official written evaluation of his/her work to date.

### **Subdivision 2.45**

Continuance of a probationary appointment is made upon a recommendation of the faculty. In the event the recommendation of the Department Head in a continuance of a probationary faculty member is different from that of the Professional Assessment Committee ("PAC"), the Department Head shall provide the PAC with the Department Head's written rationale and recommendation at the same time the Department Head's rationale and recommendation is forwarded to the Dean. In the event the recommendation of the Dean in a continuance of a faculty member is different from that of a PAC, the Dean shall provide the Department Head and PAC with the Dean's written rationale and recommendation at the same time as the Dean's recommendation is forwarded to the Provost. In the event that the Provost's decision regarding continuance is different from that of the PAC, the Provost will provide the Dean, Department Head, and PAC with a written rationale for that decision by March 1 as provided in Subdivision 2.44 above. Nothing herein shall diminish the confidentiality of the faculty member's file. The final responsibility for a decision rests with the appropriate academic officers. The Deans and Provost have a responsibility to ensure that recommendations for continuance or termination of probationary faculty reflect high University standards, while acknowledging the diversity of missions and tasks within the various colleges and programs of the University.

## **Section 2.5 Renewable Term Appointments**

Renewable term faculty hold faculty positions through which they contribute to the service or teaching missions of the University and hold the rank of instructor. Renewable term faculty are not eligible for tenure.

### **Subdivision 2.51 Terms of Appointment of Renewable Term Faculty**

#### **Paragraph 2.511**

Candidate must have earned a terminal degree in the field or be recognized as having expertise by the search committee.

#### **Paragraph 2.512**

Initial appointment is for a minimum of two years. The initial appointment will be made on the basis of a department/school search process consistent with searches for tenure track positions. The first two years of service are considered "probationary." Thereafter, reappointment will be for one year at a time, following assessment and evaluation procedures outlined in Chapter 3 of this Faculty Handbook, that conclude with a satisfactory performance evaluation by the PAC and University Administration.

### **Subdivision 2.52 Transfers**

Any individual wishing to move from a tenure-track faculty line or a P&S staff line to a renewable term faculty position must apply for a vacant position for which recruitment has been authorized. A renewable faculty member wishing to move to a tenure-track faculty or P&S line must apply for a vacant position for which recruitment has been authorized.

### **Subdivision 2.53 Responsibilities and Rights of Renewable Term Faculty**

The standard expectation for a renewable term faculty is that teaching is the predominant activity. The position does not have a research component or expectation of research accomplishment, although those activities may be present in some cases.

### **Subdivision 2.54 Notice of Non-reappointment**

A renewable term appointment can be terminated at the end of any term, provided that written notice has been given by the University by March 1 of that year.

### **Subdivision 2.55 Limitation**

No more than 8% of the FTE faculty in any one college can be renewable term unless an exception is made by mutual agreement between faculty members of the Faculty Petition Committee and the Provost. The Provost will report the number of faculty hired pursuant to this section, the percentage those faculty represent of the total FTE faculty by college and will verify the use of an appropriate search process as specified in Paragraph 2.512 above to the Faculty Petition Committee and the appropriate college faculty senate(s) twice per year.

## **Section 2.6 Clinical Faculty**

Clinical faculty hold faculty positions through which they contribute to the service, teaching, and/or outreach missions of the University. Clinical faculty are not eligible for tenure.

### **Subdivision 2.61**

The Clinical Faculty designation is used for positions that require clinical teaching and/or clinical supervision and/or clinical direction, and Clinical Faculty positions are limited to the following academic units: Communication Sciences and Disorders; School of Kinesiology, Allied Health and Human Services; Curriculum and Instruction; and Social Work. Clinical Faculty positions can be authorized in other academic units with the approval of the Faculty Petition Committee. The professional productivity expected of clinical faculty does not include research of the sort expected of tenure-track faculty. The number of such appointments will not exceed 3% of the tenure-track FTE of a college. Clinical Faculty will not be used for faculty positions where classroom teaching is the sole or primary form of instructional activity.



**Subdivision 2.62**

Any individual wishing to move from a tenure-track faculty line or a P&S staff line to a clinical faculty position must apply for a vacant position for which recruitment has been authorized. A clinical faculty member wishing to move to a tenure-track faculty or P&S line must apply for a vacant position for which recruitment has been authorized.

**Subdivision 2.63**

The clinical faculty will not have access to the summer fellowship programs or other research-oriented faculty development programs.

**Subdivision 2.64**

Clinical Faculty shall be temporary, term, or renewable term type appointments.

**Subdivision 2.65**

Each authorized academic unit may include at least one FTE Clinical Faculty, but the total number of FTE Clinical Faculty shall not exceed 10 percent of the authorized academic unit's tenure and tenure track FTE faculty. The Provost will report the number of faculty hired pursuant to this section, the percentage those faculty represent of the total FTE faculty by college and will verify the use of an appropriate search process as specified in Subdivision 2.61 above to the Faculty Petition Committee and the appropriate college faculty senate(s) twice per year.

## CHAPTER THREE: EVALUATION PROCEDURES

### **Section 3.0 Evaluation File**

An evaluation file shall be maintained for each tenured, probationary, term, and full-time temporary Faculty Member. The file shall be located in the departmental office. The following materials shall be included in evaluation files:

#### **Subdivision 3.01 Resumes**

Current resumes and other materials relevant to the evaluation process as provided by each Faculty Member. Bulky materials may be located physically outside the file proper, provided a record of the material is included within the file.

#### **Subdivision 3.02 Student Assessments**

Reports of student assessments conducted by the Department Head, except for those conducted under Subdivision 3.26, Informational Assessments.

#### **Subdivision 3.03 Professional Assessment Committee Assessments**

Reports of assessments conducted by the departmental Professional Assessment Committee.

#### **Subdivision 3.04 Evaluation Reports**

Reports of evaluations conducted by the Department Head, College Dean, and Provost.

#### **Subdivision 3.05 Other Materials**

Materials submitted by the Department Head, College Dean, Graduate Dean, or Provost. A copy of the Faculty Member's appointment letter, and any relevant addenda to it, shall be placed in the evaluation file by the Department Head. When materials are added to a Faculty Member's evaluation file by the Faculty Member, the Department Head shall receive notice in writing within fifteen (15) days. When materials are added to a Faculty Member's evaluation file, the Faculty Member shall receive notice in writing within fifteen (15) days.

#### **Subdivision 3.06 File Material Removal**

A Faculty Member may request in writing removal of any item in the file. The written request shall also contain a rationale for the requested removal. If the Dean and the Provost agree, the item shall be removed from the evaluation file. If the Dean and the Provost deny the request for removal, they will notify the Faculty Member in writing within thirty (30) days from the date of the written request including reason for the denial. For purposes of this section, days shall mean class days during the regular academic year.

### **Subdivision 3.07 Response to File Material**

Responses to materials in the evaluation file as provided by the Faculty Member. Such responses shall be attached to related materials and become part of the file.

## **Section 3.1 Access to File**

Access to and copying of materials in evaluation files shall be provided in the following manner:

### **Subdivision 3.11 Faculty Member Review**

Each Faculty Member shall have the right to review the contents of her/his evaluation file during regular working hours, or at such other time as mutually agreed upon with the Department Head.

### **Subdivision 3.12 Professional Assessment Committee Review**

When a Faculty Member is assessed by a departmental Professional Assessment Committee ("PAC"), members of the committee or subcommittee shall have the right to review the contents of the Faculty Member's evaluation file. Reviews shall occur during regular working hours or at such other time as mutually agreed upon with the Department Head.

### **Subdivision 3.13 Review Procedure**

All reviews of evaluation files shall take place in the presence of the Department Head or her/his designee, with the exception that the PAC chairperson is permitted to take the file to a regularly scheduled PAC meeting.

### **Subdivision 3.14 File Copies**

A Faculty Member shall have the right to a copy, at her/his expense, of any material contained in her/his evaluation file, at the rate of five cents (\$.05) per page.

## **Section 3.2 Student Assessments**

Upon request of either Faculty Leadership or the University, the Provost shall convene a committee consisting of three members appointed by Faculty Leadership, three members appointed by the Provost, and three students appointed by the Student Government. The committee shall review and recommend revisions in the current assessment form and/or assessment procedures to the Provost for approval. In the event the Provost does not concur with the recommendation the matter shall be returned to the committee for further review and deliberation. Student assessments shall be administered in accordance with procedures as follows:

### **Subdivision 3.21 Assessment Procedure**

Student assessments shall be administered by the Department Head or her/his staff designee. Individual Faculty Members may assist and cooperate in the administration of the student assessment but a Faculty Member shall not be required to do so involuntarily. The Faculty Member will leave the classroom when the instrument is administered to her/his class.

### **Subdivision 3.22 Probationary, Term, and Temporary Faculty**

Student assessments shall be administered for each probationary, term, and full-time temporary Faculty Member during the fall or spring semester of each year, not counting years on leave or non-teaching assignments.

### **Subdivision 3.23 Tenured Faculty**

Tenured Faculty Members shall be assessed by students during the fall or spring semester each second (2nd) year, not counting years on leave or non-teaching assignments.

### **Subdivision 3.24 Scheduled Assessments**

When a student assessment is conducted to fulfill the requirements under Subdivisions 3.22 and 3.23, it shall be administered in all sections of all classes.

### **Subdivision 3.25 Additional Assessments**

Additional student assessments may be conducted as requested by the Faculty Member or as requested by the department head in case of documented concerns regarding the faculty member's teaching. The department head is required to consult with the faculty member before scheduling the assessments.

### **Subdivision 3.26 Informational Assessments**

Faculty Members may conduct additional assessments of their classes for informative purposes. The administration of such assessments shall be arranged by the Faculty Member. The University shall process such assessments but no record of the results shall be kept in the evaluation file or any other file maintained by the University. Only when the Department Head and the Faculty Member agree, prior to the conducting of a student assessment, that such assessment is for informational purposes, will the assessment be processed according to the provisions of this Subdivision.

### **Subdivision 3.27 Assessment Report**

A report of the results of student assessments of a Faculty Member shall be transmitted to the Faculty Member no later than fifteen (15) class days after the last class day of the semester just ended and, except for those covered under Subdivision 3.26, entered in the Faculty Member's evaluation file. The report shall consist of a statistical summary of all response items as well as a reproduction or verbatim transcription of all written comments. The individual student assessment response sheets, paper or electronic, shall be considered as part of the evaluation file.

### **Subdivision 3.28 Oral Communication**

The oral communication competence of each member of the faculty shall be evaluated each academic period as prescribed by Iowa law. The University shall implement this policy. Upon request of either Faculty Leadership or the University a committee process as provided in Section 3.2 hereof shall be convened to review such policy.

## **Section 3.3 Professional Assessment Committee (PAC)**

Each academic department shall have a Professional Assessment Committee ("PAC") consisting of the tenured members of the departmental faculty. Any PAC member who is a candidate for promotion shall be excluded from committee deliberation on his or her candidacy. The Department Head shall not be a member of the Professional Assessment Committee. However, after the Professional Assessment Committee has made its report, either the Department Head or the Professional Assessment Committee shall have the right to call a meeting of the Department Head and the Professional Assessment Committee to discuss the report.

### **Subdivision 3.31 Assessment Procedures**

The committee shall develop written assessment procedures which are not inconsistent with the provisions of this Chapter and which are subject to the approval of the Department Head and the Dean of the College. These procedures may be amended by the Professional Assessment Committee with the approval of the Department Head and the Dean. The procedures may include delegation of responsibility for conducting assessments to a subcommittee, and shall provide for addition of members from outside the department whenever the membership falls below three (3) or whenever the Professional Assessment Committee decides to do so.

### **Subdivision 3.32 Assessment**

At the request of the Department Head or as required by official University policy, the committee shall provide assessment of the teaching, research/ scholarly work/creative work, and professional service of a Faculty Member.

### **Subdivision 3.33 Committee Report**

A written report of the collective judgments of the committee, together with any concurring or minority reports, shall be transmitted to the Faculty Member, the Department Head, and the Dean, and shall be entered in the evaluation file no later than January 15.

### **Section 3.4 Evaluation by Department Heads**

Evaluation of Faculty Members shall be conducted by Department Heads as follows:

#### **Subdivision 3.41 Evaluation of Probationary Faculty**

Each academic Department Head shall annually provide a written evaluation of the teaching, research/ scholarly work/creative work, and professional service of all Faculty Members on probationary status prior to making recommendations to continue probation, to grant tenure, or to terminate.

##### **Paragraph 3.411**

The written evaluation shall be transmitted concurrently to the Dean and the Faculty Member no later than three (3) weeks after the start of the spring semester, and shall be placed in the evaluation file together with any additional evidence used by the Department Head and not already in the file.

##### **Paragraph 3.412**

The evidence used in this evaluation shall include, but not be limited to, a report of the Professional Assessment Committee, the results of student assessment and all other materials in the evaluation file.

##### **Paragraph 3.413**

In any case where the recommendation is to “continue probation with difficulties,” the Faculty Member shall be provided written suggestions for improvement.

#### **Subdivision 3.42 Evaluation of Candidates for Promotion**

Each Department Head shall provide a written evaluation of the teaching, research/ scholarly work/ creative work, and professional service of each Faculty Member who is in that year a candidate for promotion.

##### **Paragraph 3.421**

A candidate for promotion is a Faculty Member who has requested consideration for promotion or who has been proposed for consideration by the Department Head or the departmental Professional Assessment Committee.

##### **Paragraph 3.422**

The written evaluation shall be transmitted concurrently to the Dean and the Faculty Member no later than three (3) weeks after the start of the spring semester and shall be placed in the evaluation file together with any additional evidence utilized by the Department Head and not already in the file.

### **Paragraph 3.423**

The evidence used in this evaluation shall include, but not be limited to, a report of the Professional Assessment Committee, the results of student assessments, and all other materials in the evaluation file.

### **Subdivision 3.43 Annual Evaluation**

Each academic Department Head shall annually evaluate the teaching, research/ scholarly work/creative work, and professional service of each tenured, probationary, and term Faculty Member.

### **Paragraph 3.431**

A written report of the results of the evaluation shall be transmitted concurrently to the Dean and the Faculty Member and shall be placed in the evaluation file.

### **Paragraph 3.432**

The evidence used in this evaluation shall include, but not be limited to, material already contained in the evaluation file. Additional evidence used shall be identified and placed in the evaluation file.

### **Paragraph 3.433**

On or before September 15 each year, Department Heads will distribute evaluation standards to all faculty members in their department with an explanation of how faculty will be evaluated on their workload with respect to research/ scholarly work/ creative work, teaching, and service.

### **Paragraph 3.434**

Annual evaluation letters to each faculty member will include a summary of that faculty member's assessment in the areas of teaching, research/ scholarly work/creative work, and service.

### **Subdivision 3.44 Other Evaluations**

Other evaluations of Faculty Members may be conducted at the discretion of the Department Head. Written reports of all such evaluations shall be transmitted concurrently to the Faculty Member and Dean of the College and entered in the Faculty Member's evaluation file together with any additional evidence utilized by the Department Head and not already in the file except for Term faculty, for whom PAC assessment is optional.

### **Subdivision 3.45 Application**

When a Department Head's evaluation for one purpose may also serve another of the purposes under Subdivisions 3.41, 3.42, 3.43, and 3.44, the evaluations and evaluation reports may be combined.

### **Section 3.5 Evaluation by Dean or Provost**

Evaluations of the teaching, research/ scholarly work/ creative work, and professional service of Faculty Members may be conducted by the Dean of the College or the Provost.

#### **Subdivision 3.51 Evaluation Report**

A written report of this evaluation shall be transmitted concurrently to the Faculty Member, Department Head, and Dean of the College or Provost, and entered in the Faculty Member's evaluation file.

#### **Subdivision 3.52 Evaluation Evidence**

The evidence used in this evaluation shall include, but not be limited to, material already contained in the evaluation file. Additional evidence used shall be identified and placed in the evaluation file.

### **Section 3.6 Principles, Standards and Procedures for Promotion and Tenure**

A Promotion and Tenure decision is a crucial judgment that vitally affects the University, its faculty, its students, and its supporting public. Of necessity, it is a subjective judgment about potential performance based on a current evaluation.

Principles, Standards, and Procedures for faculty appointments, promotions and tenure shall be made available to the Faculty Member in writing no later than September 15 of each year except that when no changes have been made, provision of these materials to a Faculty Member in a previous year shall be understood to comply with this Section.

#### **Subdivision 3.61 Eligibility for Promotion and Tenure**

Only probationary faculty are eligible to be considered for tenure. Individuals holding term, temporary, visiting, nonacademic, or appointments other than probationary at the University are not eligible to be considered for tenure.

No person, by time, degree, or accomplishment, acquires an automatic right to Promotion and Tenure.

#### **Subdivision 3.62 Time in Rank Prior to Promotion**

Normally an Instructor serves at least three years in rank before promotion to Assistant Professor; an Assistant Professor completes at least six years of service, including at least three years as an Assistant Professor, before promotion to Associate Professor; and an Associate Professor completes at least six years in rank before promotion to Professor.



### **Subdivision 3.63 Criteria and Procedures for Promotion and Tenure**

The following criteria and procedures apply to decisions concerning Promotion and Tenure:

#### **Paragraph 3.631**

Tenure and promotion to Associate Professor requires that the candidate have a documented record of accomplishment in teaching, research/ scholarship/ creative achievement, and professional service. It is recognized that each candidate will have varied degrees of accomplishment in the three areas. Only after an affirmative judgment as to documented teaching effectiveness has been made can serious consideration be given to an evaluation of research/ scholarship/ creative achievement, and professional service.

#### **Paragraph 3.632**

In considering an individual for promotion, attention is given to all available information, such as: evidence of successful teaching; quality of research/ scholarship and professional publications; artistic productivity; the esteem in which the Faculty Member is held by students, colleagues, and administrative officers; professional growth; participation in University activities and contributions to the general welfare of the University.

#### **Paragraph 3.633**

The primary assessment of the candidate for promotion is made by her/his colleagues in her/his department, through established assessment procedures, in accordance with applicable sections of this Faculty Handbook although the decision to promote is the responsibility of academic officers. The assessment will not only include a scrutiny of the candidate's record, but also calls for one or more formal assessments by the candidate's students and classroom visitation by colleagues. Departments may seek assessments of a candidate from colleagues in her/his academic field in other institutions.

#### **Paragraph 3.634**

The person must hold the doctorate or other terminal degree appropriate to her/his academic discipline. In unusual cases of extraordinary professional achievement, the requirement for the terminal degree may be waived.

#### **Paragraph 3.635**

Evaluation for Promotion and Tenure is required during the sixth year of probationary service. The awarding of Promotion and Tenure prior to the expiration of the sixth year of probationary service will be made in cases of exceptional merit.

#### **Paragraph 3.636**

The person must demonstrate, during the probationary period, the ability to apply the doctorate, or other comparable terminal degree-level of training to teaching, research/ scholarship/ creative work, and public professional service.

**Paragraph 3.637**

Faculty Members who demonstrate exceptional performance in teaching, research/ scholarship/ creative work, and professional service may be considered for promotion before the completion of the years of service specified above.

**Paragraph 3.638**

Because the qualifications for promotion to Associate Professor and tenure are identical, an Assistant Professor who possesses the qualifications for tenure generally will receive simultaneous evaluation for promotion to the rank of Associate Professor.

**Paragraph 3.639**

In those cases of an Assistant Professor who holds tenure, promotion from Assistant Professor to Associate Professor requires a documented record of accomplishment in teaching, scholarship/research/ creative achievement, and professional service.

**Paragraph 3.6391**

Promotion from Associate Professor to full Professor requires recognized and significant accomplishments in the areas of teaching, research/ scholarship/ creative work, and professional service.

**Paragraph 3.6392**

A tenured appointment or promotion is made upon recommendation from the faculty. In the event the recommendation of the department head in a Tenure or Promotion decision is different than that of PAC, the department head shall provide the PAC with the department head's written rationale and recommendation at the same time the department head's rationale and recommendation is forwarded to the Dean. Nothing herein shall diminish the confidentiality of the faculty member's file. The final responsibility for a decision rests with the appropriate academic officers. The Deans and Provost have a responsibility to ensure that recommendations for Promotion and Tenure reflect high University standards while acknowledging diversity of missions and tasks within the various colleges and programs of the University.

**Paragraph 3.6393**

Evaluation of individuals with respect to promotion in rank is made without reference to age, national origin, race, color, religion, creed, political affiliation, veteran/military status, disability, pregnancy, gender or gender identity, sexual orientation, or any other status protected by applicable federal or state law.

**Section 3.7 Administrative Evaluation Procedures**

Administrative evaluation procedures shall not be inconsistent with the provisions of this Chapter. Such procedures shall be available to Faculty Members upon request to the Department Head.

## CHAPTER FOUR: FACULTY WORKLOAD

### **Section 4.0 Purpose**

The purpose of this Chapter is to provide a mechanism for insuring that teaching activities, which have typically been reflected in a faculty member's teaching load as measured by credit hours, will be appropriately recognized as part of a faculty member's workload. A second purpose is to increase communication about work load assignments within and across departments.

### **Section 4.1 Definition of Teaching Activities**

The workload for full time probationary and tenured faculty members includes teaching, research/scholarship/creative work and service. The standard form of instruction consists of a course offered by an academic department and delivered in a traditional classroom or classroom equivalent setting, such as through distance education and field work/clinical activities or assignments associated with that class. Non-standard activities include but are not limited to independent studies, thesis advising, supervision of field experiences, and direction of musical ensembles or theatrical productions.

### **Section 4.2 Overload**

The expected teaching load for faculty members is twelve credit hours. However, to facilitate research/ scholarly work/ creative work, faculty members are normally assigned to teach nine (9) credit hours of teaching a semester with an equivalent of three (3) credits hours of work load allocated for scholarly or creative work and service.

Faculty members who are assigned and agree to more than the equivalent of twenty-four (24) credit hours of teaching and scholarly or creative work and service during the regular academic year shall receive overload compensation for the work at the part time per credit hour rate specified in the Collective Bargaining Agreement. The determination of whether a faculty member's scholarly or creative work and service is sufficient to be allocated credit hour equivalency is made by the department head in consultation with the faculty member's dean.

### **Section 4.3 Credit Hour Conversion**

Certain non-standard teaching activities are employed by departments and are a part of a faculty member's teaching loads. When a department *regularly* uses non-standard forms of instruction to deliver its curriculum, the Department Head or School Director shall develop, in consultation with the Dean of the College, a description of how the non-standard forms of instruction are converted to equivalent credit hours to be counted toward a faculty member's teaching workload. The credit hour conversion used to determine teaching loads, along with a description of how the conversion was determined, shall be distributed to all probationary and tenured faculty members in the affected academic department or school no later than the first class day of each academic year. A copy of the conversion description shall be provided to the Dean of the College, to the Provost and to Faculty Leadership by October 1 of each academic year.

#### **Section 4.4 Continuing Education and Special Programs**

This Chapter will not affect the current methods for determining whether or not courses taught through the division of Continuing Education and Special Programs are part of a faculty member's teaching load and the method of compensating faculty for teaching courses for the division.

## **CHAPTER FIVE: PERSONNEL FILES**

### **Section 5.0 Personnel Files**

A personnel file will be maintained for each tenured and probationary Faculty Member. The file shall be located in the office of the Dean of the Faculty Member's college unless otherwise determined by the University. If a change in location is determined, Faculty Members and the Faculty Leadership shall be notified in writing of the changed location.

### **Section 5.1 Right to Review**

Each Faculty Member shall have the right to review the contents of her/his personnel file during regular working hours, or at such other time as mutually agreed on with the Dean of the College. The review will take place in the presence of the Dean of the College or her/his designee. Excluded from the review will be employment credentials, which are not designated by their source as available to be reviewed by the candidate.

### **Section 5.2 Right to Respond**

The Faculty Member shall have the right to respond to all materials contained in her/his file. Such responses shall be attached to the related report and become part of the file.

### **Section 5.3 File Material Removal**

A Faculty Member may request in writing removal of any item in the file. Such request for removal must be received within one year of placement of the item in the file. The written request shall also contain a rationale for the requested removal. If the Dean and Provost agree, the item shall be removed from the personnel file. If the Dean and Provost deny the request for removal, they will notify the Faculty Member in writing within thirty (30) days from the date of the written request including reason for the denial. For purposes of this section, days shall mean class days during the regular academic year.

### **Section 5.4 Notice of Complaint**

Any complaints directed toward a Faculty Member, which are placed in her/his personnel file shall be called promptly to the Faculty Member's attention in writing and identified as being added to the file.

### **Section 5.5 Right to Copies**

The Faculty Member shall have the right to copies of the contents of the file at her/his expense at the rate of five cents (\$.05) per page.

## **CHAPTER SIX: STAFF REDUCTION**

### **Section 6.0 Attrition**

When a staff reduction occurs, it shall be accomplished through attrition wherever possible.

### **Section 6.1 Notice**

Prior to informing any Faculty Member of layoff, the University shall notify Faculty Leadership of the possible layoff(s) and shall give Faculty Leadership reasonable time to consult with the University.

### **Section 6.2 Definition**

“Program area,” for the purposes of specific implementation of this Chapter, is a related cluster of credit-bearing courses that constitute a coherent body of study within a discipline or set of related disciplines that lead to a degree. All Faculty Members shall be notified of their program area assignments on or before October 1 of each year. If a Faculty Member does not receive notification on or before October 1, the Faculty Member will remain in the program area assigned in their most recent notification.

Faculty Members who are part of the UNI Rod Library employed as Library Faculty shall be notified that their program area assignment is “Library Services,” unless Library Faculty become attached to a degree program, at which time that degree program shall become their program area assignment.

### **Section 6.3 Order of Reduction**

In the event that a staff reduction occurs, the University shall lay off Faculty Members in accordance with the following standards:

#### **Subdivision 6.31 Tenured Faculty**

A Faculty Member with tenure shall not be laid off as long as a probationary, temporary, term, renewable term, or clinical Faculty Member remains in the program area where the layoff occurs.

#### **Subdivision 6.32 Probationary Faculty**

Full-time probationary Faculty Members shall not be laid off as long as temporary, term, renewable term, and clinical Faculty Members remain in the program area where the layoff occurs. When this clause is used by the University, the University shall provide the appropriate seniority list to implement this clause.

### **Subdivision 6.33 Criteria for Reduction-Nontenured**

In determining which nontenured Faculty Member in the program area where the layoff occurs is to be laid off, the following criteria are to be used:

#### **Paragraph 6.331**

Total professional employment experience with the University.

#### **Paragraph 6.332**

Total professional employment experience in other higher-education institutions.

#### **Paragraph 6.333**

Educational preparation, post-graduate training, and employment experience.

#### **Paragraph 6.334**

Relative skill, ability, and performance as determined through the evaluation procedure provided in this Faculty Handbook.

#### **Paragraph 6.335**

Affirmative action laws.

#### **Paragraph 6.336**

The program area in which the layoff occurs.

### **Subdivision 6.34 Tenured Faculty – Order of Layoff**

Layoffs of tenured Faculty Members in a program area shall be made in inverse order of number of years of service on this faculty. When this clause is used by the University, the University shall provide the appropriate seniority list to implement this clause.

### **Subdivision 6.35 Tenured Faculty – Transfer**

When a tenured Faculty Member is subject to layoff, she/he shall be eligible to transfer to any vacant faculty position at the University for which the Faculty Member possesses the necessary educational preparation, professional qualifications, and the appropriate terminal degree under current standards.

## **Section 6.4 Recall**

Faculty Members laid off shall be eligible for recall at the same tenure and rank that had been accumulated at the time of layoff.

### **Subdivision 6.41 Probationary Faculty**

Any probationary Faculty Member who has been laid off due to retrenchment shall be placed on a recall list for three (3) years and shall be recalled for faculty positions at the University for which the Faculty Member possesses the necessary educational preparation and professional qualifications.

**Subdivision 6.42 Tenured Faculty**

Any tenured Faculty Member shall be continued on the recall list indefinitely, upon request to be renewed annually after the third (3rd) year, and shall be recalled for faculty positions at the University for which the Faculty Member possesses the necessary educational preparation and professional qualifications.

**Subdivision 6.43 Recall Order**

Faculty Members qualified under Subdivisions 6.31 and 6.32 shall be recalled in inverse order of layoff.

**Subdivision 6.44 Hiring Restrictions**

No new Faculty Member shall be hired for a teaching position in the same program area so long as the laid-off Faculty Member qualified under Subdivisions 6.31 and 6.32 retains recall rights.

**Subdivision 6.45 Notification**

The employer shall notify each employee laid off, pursuant to this Chapter, of vacant faculty positions at the University as such vacancies occur. Notice shall be given by certified mail, return receipt requested. Faculty Leadership also shall be informed of vacancies.

**Subdivision 6.46 Current Address**

The Provost shall be kept informed by the terminated employee of current addresses, telephone numbers, interest in recall, and areas in which the Faculty Member claims qualification.

**Section 6.5 Vacancies**

When a vacancy occurs within sixty (60) days of the start of a semester, the Faculty Member may decline the recall while retaining all recall rights for the future.

**Subdivision 6.51 Recall Notice**

When accepting recall under this Section, the Faculty Member shall contact the Office of the Provost for assignment within twelve (12) days of the date the recall notice is delivered. Such notice shall be by certified mail, return receipt requested.

**Subdivision 6.52 Failure to Report**

Failure, after acceptance of recall under this Section, to report for work as specified in the assignment or within thirty (30) days of receipt of notice of recall, whichever is later, shall result in loss of recall rights.

**Subdivision 6.53 Failure to Respond**

Failure to respond to recall under this Section within twelve (12) days of receipt thereof shall constitute a declining of the recall.



## **Section 6.6 Procedures for Recall**

The procedures of this Section apply when notice of recall is sent to a Faculty Member at least sixty-one (61) days in advance of the beginning of the semester in which the vacancy is to be filled.

### **Subdivision 6.61 Vacancy Notice**

When a vacancy occurs, each eligible Faculty Member may be sent a vacancy notice, which shall include the number of faculty having higher priority for recall for that vacancy.

### **Subdivision 6.62 Failure to Accept**

A Faculty Member on a recall list who receives notice of recall and who does not accept the recall within thirty (30) days of the receipt of the notice of the vacancy or twelve (12) days of the notice of recall, whichever is later, shall lose recall rights.

### **Subdivision 6.63 Failure to Report**

A Faculty Member on recall list who accepts recall and who does not report for work on the first (1st) day of the specified semester shall lose recall rights.

## **Section 6.7 Temporary Replacements**

When a vacancy occurs during or within ten (10) days of the start of a semester or summer term, the University may employ a Temporary Instructor for the balance of that term.

## **Section 6.8 Days Defined**

In all instances in which “days” is specified in this Chapter, the term refers to calendar days.

## CHAPTER SEVEN: SUMMER EMPLOYMENT

### **Section 7.0 Compensation**

Summer compensation for full-time employment for teaching, research, professional service, or any combination thereof shall be 1/27<sup>th</sup> of the Faculty Member's nine-month academic year salary for each semester credit hour taught.

### **Section 7.1 Assignment**

Work assignments will be made by the employer. Part-time assignments during any part of the summer session period may be made.

### **Section 7.2 Notice of Appointment**

No less than ninety percent (90%) of full-time and part-time summer appointments shall be made by memorandum of appointment before April 30 for the May term and May 15 for the June and July terms, but may be earlier if budget schedules permit. No more than ten percent (10%) of the total of all summer school courses in all summer school sessions within any college may be assigned specifically to "staff." Later appointments may be made, if agreed by the employee and employer, in the case of positions for which the availability of funds is not known until a later date.

### **Section 7.3 Study Abroad Travel Expenses and Compensation**

The University shall pay Faculty Members' travel expenses related to international study abroad teaching. Compensation for study abroad teaching shall be no less than the part-time rate.

## CHAPTER EIGHT: LEAVES

### **Section 8.0 Professional Development Assignment**

#### **Subdivision 8.01 Definition**

A Professional Development Assignment (“PDA”) is a paid semester or academic year assignment awarded to a Faculty Member to undertake approved programs of study, research, or other professional activity.

#### **Subdivision 8.02 Compensation**

A Professional Development Assignment is awarded for one semester at regular salary or for an academic year at fifty percent (50%) of regular salary.

##### **Paragraph 8.021**

Insurance and retirement benefits are maintained during the period of a Professional Development Assignment.

##### **Paragraph 8.022**

The University may place limits on compensation received for professional services performed during the period of a Professional Development Assignment.

#### **Subdivision 8.03 Eligibility**

##### **Paragraph 8.031**

Tenured Faculty Members are eligible to apply for a Professional Development Assignment. Probationary faculty after a successful third-year review are eligible to apply for professional development assignments. Priority shall be given to tenured faculty.

##### **Paragraph 8.032**

A recipient of a Professional Development Assignment is ineligible for a subsequent Professional Development Assignment during the three (3) years of active service following an award.

#### **Subdivision 8.04 Service or Financial Obligation**

##### **Paragraph 8.041**

Pursuant to state law and Board policy, the recipient of a Professional Development Assignment agrees to return to full-time employment for a period of not less than two years following the year of the award.

**Paragraph 8.042**

Failure to meet the conditions of Paragraph 8.041 obligates the Faculty Member to pay the University an amount equal to all salaries and benefits received during the period of the assignment. If the Faculty Member returns for part of the requisite period the payback shall be adjusted pro rata.

**Paragraph 8.043**

Every Faculty Member while on Professional Development Assignment shall be considered to be in regular full-time employment in the position from which the assignment is being taken during the period of the assignment, for the purpose of determining the Faculty Member's length of service.

**Subdivision 8.05 Procedure**

**Paragraph 8.051**

A request for a Professional Development Assignment must be submitted no later than October 1 preceding the academic year in which the proposed assignment will be taken.

**Paragraph 8.052**

A recipient must follow the program proposed in the Professional Development Assignment application unless a variance is approved by the Professional Development Assignment Committee, subject to concurrence by the Provost.

**Paragraph 8.053**

Evaluation of applications for Professional Development Assignments will be carried out by a faculty committee chaired by the Provost or her/his designee without vote. Recommendations of the committee will be subject to approval by the President and the Board of Regents.

**Section 8.1 Sick Leave**

**Subdivision 8.11 Definition**

Sick leave is leave with regular pay granted for personal injury or illness (including pregnancy). A Faculty Member may use sick leave, not to exceed ten (10) days per academic year, for serious illness involving necessary care and attention for the Faculty Member's spouse, child, domestic partner, parent, or birth or adoption of child. A Faculty Member may carry over five (5) unused days to a subsequent academic year for a maximum utilization of fifteen (15) days in the subsequent academic year.

**Subdivision 8.12 Record**

The University will maintain a record of accumulated sick leave for each Faculty Member and each Faculty Member shall annually be informed of the amount accumulated.

## **Subdivision 8.13 Accrual**

### **Paragraph 8.131**

On the first (1st) day of each semester, seven and one-half (7½) days will be added to the accumulated sick leave of each Faculty Member holding a full-time appointment. Fractional credit, to the nearest day, will be credited to each member on a fractional appointment. If the Faculty Member's first (1st) working day is earlier than the regular first (1st) working day of the semester, the seven and one-half (7½) days will be credited on such first (1st) working day.

### **Paragraph 8.132**

The maximum accumulated sick leave credit shall be one hundred twenty (120) days. Sick leave shall not accrue during an unpaid leave of absence. Sick leave accrual will be prorated for faculty serving less than full time.

### **Paragraph 8.133. Sick Leave Bank:**

#### **Subparagraph 8.1331**

A sick leave bank with five hundred fifty (550) days is established July 1 each year for use by faculty. The sick leave bank does not accumulate from year to year but begins with each fiscal year with five hundred fifty (550) days.

#### **Subparagraph 8.1332**

A faculty member may use days from the bank; however, the use of sick leave days from the bank shall be limited to faculty members who have used all of their accumulated sick leave days, have not yet met the elimination period for long-term disability, and suffer from serious and/or chronic or long-term illness. Sick leave bank days may not be used during a short term illness or short term disability.

## **Subdivision 8.14 Deductions**

A Faculty Member is on sick leave on any day on which she/he misses classes or other University obligations, or is absent from campus for half or more of a day due to injury, illness, or medical appointments. A Faculty Member's sick leave account will be charged a maximum of five (5) days in any given week.

## **Subdivision 8.15 Leave Request**

### **Paragraph 8.151**

A Faculty Member who proposes to take or takes sick leave must file an official Faculty Absence Request form in time sufficient to permit accommodation to her/his responsibilities whenever possible.

**Paragraph 8.152**

Human Resource Services may request medical proof of absences as permitted by law.

**Subdivision 8.16 Eligibility**

**Paragraph 8.161**

Sick leave pay will not be made to a member of the faculty during an academic period in which the Faculty Member does not hold a paid appointment.

**Paragraph 8.162**

When a Faculty Member is on sick leave at the commencement of a new semester the sick leave accrual shall not take place unless and until the Faculty Member returns to regular duties.

**Subdivision 8.17 Lay Off – Recall**

When a Faculty Member is laid off any unused accumulated sick leave shall be restored provided that the Faculty Member is returned to active service by the University in accordance with Chapter Six (Staff Reduction).

**Subdivision 8.18 Compensation**

Compensation during sick leave will be equal to regular compensation less the amount the Faculty Member receives from disability benefits and/or Workers' Compensation.

**Section 8.2 Sick Leave Payout**

Upon retirement, a Faculty Member shall receive cash payment for accumulated unused sick leave in accordance with Chapter 70A.23 of the Code of Iowa payable during the pay period preceding the Faculty Member's retirement date.

**Section 8.3 Jury Leave**

**Subdivision 8.31 Continued Earnings**

A Faculty Member who is called for jury service shall be permitted to be absent from her/his duties without loss of pay and without charge against any leave.

**Subdivision 8.32 Jury Service Pay**

Pay received for jury service shall be reported and remitted to the University, less any travel or personal expense reimbursed for the jury service.

### **Subdivision 8.33 Absence Request**

To receive pay under this Section, the Faculty Member must complete an official Faculty Absence Request form and may be required to furnish satisfactory evidence that such service was performed on the days for which payment is claimed.

### **Subdivision 8.34 Return**

A Faculty Member not required to perform jury duty all day shall return to work.

## **Section 8.4 Educational, Conference, Research, and Bereavement Leaves**

### **Subdivision 8.41 Short-term Leaves**

#### **Paragraph 8.411**

The University may grant paid, short-term leaves for Faculty Members to be absent from campus duties for educational and research purposes, conferences, and other professional activities. Short-term leaves are normally for periods of a week or less, though they may be longer at the discretion of the University.

#### **Paragraph 8.412**

The University may grant short-term paid bereavement leaves.

#### **Paragraph 8.413**

Leaves for purposes of consulting or for professional activities, for which remuneration is received, may average no more than one (1) day per week during an academic term.

### **Subdivision 8.42 Long-term Leaves**

The University may grant paid or unpaid leaves of up to one (1) calendar year to carry out research/ scholarly work/ creative work, and/or educational activities supported under grants, contracts, fellowships, or University research awards. The University, at its discretion, may renew such a leave.

### **Subdivision 8.43 Summer Research Fellowships**

The University recognizes the importance of faculty research and supports such research by providing stipends for summer research fellowships.

### **Subdivision 8.44 Military Leave**

Military leave is granted in accord with Section 29A.28 of the Code of Iowa and University policy 4.58.

#### **Subdivision 8.45 Public Office Leave**

Faculty Members elected or appointed to a full-time public office shall be granted an unpaid leave of absence for a maximum of four (4) years.

#### **Subdivision 8.46 Professional or Personal Leaves**

Faculty Members may be granted paid or unpaid leaves of absence for professional or personal reasons with the consent of the University.

#### **Subdivision 8.47 Child Care Leave**

A Faculty Member shall be granted an unpaid leave of absence, for a period not to exceed one semester, when a Faculty Member becomes a parent through childbirth or adoption of a child of less than 13 years of age. The University shall not be obligated to grant the leave to more than one parent if both parents are employed by the University. To be eligible for this leave, a Faculty Member must provide 60 calendar days written notice whenever practicable.

### **Section 8.5 Absence Request Form**

#### **Subdivision 8.51 Approval**

All absences covered under this Chapter require the approvals set forth on an official Faculty Absence Request form which must be completed in its entirety, except in emergencies, unusual circumstances, or as otherwise provided in this Chapter, at least five (5) class days prior to the absence.

#### **Subdivision 8.52 Reimbursements**

Reimbursement of expenses under this Chapter is contingent upon the timely filing of an Absence Request form and approval of expenses.

### **Section 8.6 Travel and Related Expenses**

The University recognizes and supports faculty travel to fulfill responsibilities related to teaching, research and service. Reimbursement for travel shall follow departmental and college procedures consistent with University Policy.

### **Section 8.7 Fringe Benefits During Leaves**

Any Faculty Member on paid leave shall receive regular fringe benefits. Any Faculty Member on unpaid leave shall have the option of making contributions sufficient to maintain full and continuous coverage on any or all fringe benefits during the time of the leave, subject to regulations set by the carrier.

### **Section 8.8 Retraining Leave**

A retraining leave is a one-year (1-year) leave without compensation which shall be granted, upon request, to a Faculty Member who has received notice of layoff, to assist the Faculty Member to undertake a program of study to enable the Faculty Member to qualify for recall rights pursuant to Chapter Six of this Handbook.



### **Section 8.9 Faculty Leadership Leave**

In order to fulfill their duties, the Chair of the Faculty Senate, the Faculty Chair, and the President of United Faculty will receive a course release per semester funded by the Provost.

## CHAPTER NINE: SALARIES

### **Section 9.1 Salaries**

Faculty salaries are set in the appointment letter with any base wage increases provided for by the collective bargaining agreement between the Board of Regents, State of Iowa and United Faculty.

### **Section 9.2 Salary Payments**

Faculty Members on regular academic year appointment shall be paid, at the option of the Faculty Member, in ten (10) or twelve (12) equal installments at the end of each month beginning in August or July respectively. A Faculty Member shall be paid at the previously designated option unless the Faculty Member notifies the University in writing of a change prior to May 15 preceding the academic year.

### **Section 9.3 Promotions**

Every Faculty Member promoted in rank shall receive at least three thousand dollars (\$3,000) to Assistant Professor; three thousand seven hundred dollars (\$3,700) to Associate Professor; and four thousand four hundred dollars (\$4,400) to Professor in addition to other salary increases, including any raise provided for by the applicable collective bargaining agreement.

## **CHAPTER TEN: INSURANCE**

### **Section 10.0 Description of Benefits**

It is the University's intention to provide for all Eligible Faculty Members, high quality coverage to promote faculty recruitment and retention. Description of benefits provided herein is intended to be informational only and the language of the insurance contracts established from time to time by the University shall govern all claims. Such insurance contracts shall be available for inspection through Human Resource Services.

### **Section 10.1 Group Life Insurance**

#### **Subdivision 10.11 Life Insurance**

The University will provide for all Eligible Faculty Members life insurance in an amount, which is one and one-half times the Faculty Member's budgeted salary to a maximum of two hundred fifty thousand dollars (\$250,000), when rounded to the nearest thousand dollars. The life insurance coverage shall reduce five percent (5%) each year on the January 1 coinciding with or next following the attainment of each additional year of age commencing with age sixty-one (61). Changes in the amount of life insurance resulting from a change in annual budgeted salary shall become effective on the date of such change provided the Faculty Member is actively serving on such date; otherwise the change shall occur on the date of return to active service.

#### **Subdivision 10.12 Cost of Insurance**

The cost of the insurance shall be paid by the University.

#### **Subdivision 10.13 Eligibility**

Eligible Faculty Members, as used in this Section, are those who hold a term, probationary, or tenure appointment involving service of half-time or greater for a period of at least nine (9) months (an academic year).

## **Section 10.2 Long Term Disability**

### **Subdivision 10.21 Long Term Disability Insurance**

The University will provide for all Eligible Faculty Members disability income protection which provides monthly benefits payable for twelve (12) months a year after ninety (90) working days of total disability or the exhaustion of all accrued sick leave, whichever occurs later. If totally disabled, the Eligible Faculty Member's monthly income shall be calculated as 66 2/3% of annual budgeted salary divided by 12. The monthly income so determined shall be reduced by any payments for that month for paid sick leave, vacation leave (where eligible), Worker's Compensation benefits, or payments for which the employee or any of her/his dependents are eligible under the Federal Social Security Act because of the faculty member's disability; provided, however, that the Social Security benefit reduction shall not be affected by cost of living increases in Social Security payments. Under no conditions may the faculty member's monthly income which accrues under the disability income protection provided by the University, Social Security, paid sick leave, vacation leave, and Workers Compensation benefits exceed six thousand six hundred sixty-six dollars (\$6,666), except FICA cost of living increases shall not be included in the Social Security component. Under this program, TIAA premiums are continued in force for as long as the disability income is approved. The University will continue to pay the employer contribution for the faculty member's individual health and dental insurance coverage for a period not to exceed five (5) years from the date of disability. Monthly income payments shall continue during total disability through social security normal retirement age if the disability began prior to age sixty (60). If disability occurs at age sixty (60) or later, the monthly income payments shall cease after sixty (60) months or on June 30 following attainment of age seventy (70), whichever comes earlier.

### **Subdivision 10.22 Cost of Insurance**

The cost of the insurance shall be paid by the University.

### **Subdivision 10.23 Eligibility**

Eligible Faculty Members, as used in this Section, are those who hold a term, probationary, or tenure appointment involving service of half-time or greater for a period of at least nine (9) months (an academic year).

## **Section 10.3 Health Insurance**

The University will provide for all Eligible Faculty Members group health insurance benefits in accordance with the following provisions:

### **Subdivision 10.31 Coverage of Insurance**

The University will offer Preferred Provider Organization (PPO) and health Maintenance Organization (HMO) plans to Eligible Faculty Members and their dependents. The University may offer additional health plan options.

### **Subdivision 10.32 Cost of Insurance**

The University will contribute a portion of the total cost of individual and dependent health insurance coverage, and the balance of the premium costs shall be paid by the Faculty Member by payroll deduction.

### **Subdivision 10.33 Eligibility**

Eligible Faculty Members, as used in this section, are those who hold a temporary, term, probationary, or tenure appointment involving service of half time or greater for a period of at least nine (9) months (an academic year). In the event a temporary Faculty Member initially appointed for a single semester is continued beyond the original appointment for an additional semester(s), such Faculty Member shall be eligible for health insurance contributions effective at the commencement of the second semester to continue as long as the temporary Faculty Member is continuously employed.

## **Section 10.4 Dental Insurance**

The University will provide for all Eligible Faculty Members group dental insurance benefits in accordance with the following provisions:

### **Subdivision 10.41 Coverage of Insurance**

The University will offer a Dental Preferred Provider Organization (PPO) plan to Eligible Faculty Members and their dependents. The University may offer additional dental plan options.

### **Subdivision 10.42 Cost of Insurance**

The University will contribute a portion of the total cost of individual and dependent dental insurance coverage, and the balance of the premium costs shall be paid by the Faculty Member by payroll deduction.

### **Subdivision 10.43 Eligibility**

Eligible Faculty Members, as used in this Section, are those who hold a temporary, term, probationary, or tenure appointment involving service of half time or greater for a period of at least nine (9) months (an academic year). In the event a temporary Faculty Member initially appointed for a single semester is continued beyond the original appointment for an additional semester(s), such Faculty Member shall be eligible for dental insurance contributions effective at the commencement of the second semester to continue as long as the temporary Faculty Member is continuously employed.

## **Section 10.5 Pre-tax Benefits**

### **Subdivision 10.51 Payroll Reduction Plan for Insurance**

The University will provide a payroll reduction plan (consistent with Internal Revenue Service Code Section 125 and Internal Revenue regulations) through which Faculty Members may elect, during a designated annual enrollment period, to pay their share of the health and dental premiums with pre-tax rather than post-tax salary dollars.

### **Subdivision 10.52 Payroll Reduction Plan for Dependent Care**

The University will provide a payroll reduction program (consistent with Internal Revenue Code Section 129 and Internal Revenue Service regulations) through which Faculty Members may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.

### **Subdivision 10.53 Payroll Reduction Plan for Medical Expenses**

The University will provide a payroll reduction program (consistent with the Internal Revenue Code and Internal Revenue Service regulation) through which Faculty Members may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.

### **Subdivision 10.54 Available Benefits**

Prior to the implementation dates of the salary reduction programs the University shall provide written information and employee meetings to provide employees with information concerning available benefits for those employees choosing to enroll in such programs.

## **Section 10.6 Open Enrollment Period - Health and Dental**

The University will provide a thirty (30) calendar day open enrollment and change period for health and dental insurance to be held annually during the Fall semester.

## **Section 10.7 Eligibility of Surviving Spouse/Domestic Partner**

Should a Faculty Member who has dependent health and dental coverage become deceased while covered under the provisions of this Section, the University may allow the surviving spouse/domestic partner to continue in the group health and dental program provided that the surviving spouse/domestic partner pays the full cost of the monthly premium(s).

## **Section 10.8 Domestic Partner**

A domestic partner shall be eligible for participation in the group health and dental insurance plans. University contribution towards the premium payment for coverage shall be the same as it is for a spouse/dependent(s).

**Section 10.9 Faculty Consultation**

Changes in coverage, contribution rates, and eligibility provisions will be determined by the University in consultation with Faculty Leadership.

## CHAPTER ELEVEN: FACULTY PETITIONS

### **Section 11.0 Policy Statement**

The procedures in this Chapter are intended to provide a fair internal process for resolving disputes that arise relating to the interpretation and implementation of the provisions of this Faculty Handbook and any formally adopted university, college, department, or PAC policy/procedure. The procedures discussed in this Chapter are intended to provide, to the maximum extent possible, an informal mechanism for addressing such disputes. The procedures contained in this Chapter are not to be used to challenge the desirability of policies and procedures provided by this Faculty Handbook or any formally adopted university, college, department, or PAC policy/procedure.

### **Section 11.1 Scope**

A “Faculty Petition” for purposes of this Chapter is an allegation by a Faculty Member that there has been a violation, misinterpretation, or misapplication of any provision of this Faculty Handbook or any formally adopted University, College, department, or PAC policy/procedure, except as noted below.

A “Faculty Petition” shall not include any of the following, except as noted below:

- (a) Matters subject to the grievance/appeal procedures of Chapter Twelve of this Faculty Handbook, which shall be the exclusive basis for addressing such matters;
- (b) Any challenge to the desirability of policies or procedures contained in this Faculty Handbook or any university, college, department, or PAC policy/procedure, which may be raised with the Faculty Senate;
- (c) Matters for which the applicable procedures are expressly provided for by University policy, including UNI Policy 3.03 (Personal Conduct), UNI Policy 13.13 (Policy on Research Misconduct), Policy 13.18 (Alcohol and Drugs), and UNI Policy 13.19 (Retaliation and Misconduct Reporting), which shall be the exclusive basis for addressing alleged violations of such policies; or
- (d) Matters alleging violations of anti-discrimination policies, including UNI Policy 13.01 (Affirmative Action), UNI Policy 13.02 (Discrimination, Harassment, and Sexual Misconduct); UNI Policy 13.03 (Equal Opportunity & Non-Discrimination Statement), and UNI Policy 13.15 (Accommodation of Disabilities), which shall be the exclusive basis for addressing alleged violations of such policies.

If a faculty member has exhausted the procedures in (c) and/or (d) above and no discipline has been imposed, then the faculty member may pursue a Faculty Petition limited to violations or misapplications of appropriate policies and procedures. If discipline has been imposed, then the faculty member may only pursue a faculty grievance according to Chapter 12.



## **Section 11.2 Informal Resolution of Faculty Petitions**

A faculty member who feels aggrieved by application or misapplication of this Faculty Handbook or a formally adopted university, college, department, or PAC policy/procedure should first seek an informal resolution with the appropriate person or office before pursuing the procedures discussed in Section 11.3 below. The formal procedures of Section 11.3 are to be used only after attempts to reach informal resolution have failed or where, due to the nature of the concern, the Faculty Petition cannot reasonably be resolved through informal channels.

## **Section 11.3 Procedures for Formal Resolution of Faculty Petitions**

### **Subdivision 11.31 Faculty Petition Committee**

After seeking informal resolution with the appropriate person or office to the extent possible, a Faculty Member may share their Faculty Petition with the Faculty Petition Committee (the "FPC") or one of its members. The FPC shall consist of the following four members: (1) the Associate Provost for Faculty, (2) a designee of the Provost, (3) United Faculty Vice-President, and (4) the Chair of the Faculty.

### **Subdivision 11.32 Timeliness of Faculty Petitions**

A Faculty Petition must be made to the FPC or one of its members within sixty (60) days from the date of the occurrence of the alleged violation of the Faculty Handbook or relevant policy/procedure.

### **Subdivision 11.33 Form of Faculty Petitions**

A Faculty Petition should be submitted in writing to the FPC or one of its members and should include the following: date of alleged violation; policy or chapter of Faculty Handbook that is alleged to have been violated or misapplied; brief statement of how the policy or chapter has allegedly been violated or misapplied; brief description of attempts at informal resolution; and desired outcome.

### **Subdivision 11.34 Meetings of the FPC**

Upon presentation of a Faculty Petition to the FPC or one of its members or at the request of an FPC member, the FPC shall convene to discuss the Faculty Petition within fifteen (15) days. To the extent possible, the FPC will attempt to resolve Faculty Petitions during the semester in which the Faculty Petition is filed. Meetings of the FPC shall not be open to the public; however, the FPC may invite persons (including the affected Faculty Member) to attend the meeting, as deemed necessary by the FPC, to provide information relevant to the resolution of the Faculty Petition. In order to foster candid discussions amongst members of the FPC, no statements made by a member of the FPC during such meetings shall be admissible in any future proceeding, including any arbitration hearing pursuant to the procedures of this Chapter of the Faculty Handbook. Nor may any member of the FPC be compelled to testify at any arbitration or other hearing with respect to the discussions of the FPC or the FPC's attempts to resolve such Faculty Petitions.

**Subdivision 11.35 Informal Resolution by FPC**

Upon meeting to discuss a Faculty Petition, the FPC shall attempt to resolve the matter. In the event the FPC is able to resolve the matter to the satisfaction of the Faculty Member, the Faculty Member shall withdraw their Faculty Petition by delivering written notice to the FPC.

**Subdivision 11.36 Recommendation or Referral by the FPC**

In the event the FPC is unable to resolve the Faculty Petition informally to the satisfaction of the affected Faculty Member, the FPC shall make a recommendation to the Provost as to what action, if any, should be taken on the Faculty Petition. Upon making such a recommendation to the Provost, the FPC shall inform the Faculty Member in writing of the recommendation along with a brief explanation for the FPC's recommendation. In the event the FPC is unable to reach consensus on the interpretation or application of the terms of this Faculty Handbook or any formally adopted university, college, department, or PAC policy/procedure, the FPC may refer the Faculty Petition to the Provost. Upon referring a Faculty Petition to the Provost, the FPC shall inform the Faculty Member in writing of the referral.

**Subdivision 11.37 Briefing on FPC Recommendation or Referral**

Upon receiving written notification that the FPC has made a recommendation or referral on a Faculty Petition to the Provost, the Faculty Member who brought the petition may, within ten (10) days of receiving such notification, submit to the Provost a brief memorandum not to exceed two (2) pages addressing the reasons that he/she believes the Provost should take a certain action on their Faculty Petition.

**Subdivision 11.38 Decision by Provost**

The Provost shall, within forty-five (45) days of receiving the FPC's recommendation or referral relating to a Faculty Petition, determine what administrative response, if any, shall be taken and advise the Faculty Member and the FPC, in writing, of the disposition of the Faculty Petition.

**Section 11.4 Arbitration of Faculty Petitions**

**Subdivision 11.41 Nature of Appeal and Time Limits**

If the affected Faculty Member is not satisfied with the Provost's disposition of the Faculty Petition, she/he may file an "intent to appeal to the arbitrator." Such intent to appeal shall be filed with the Office of the Provost within forty-five (45) calendar days of receipt of the Provost's disposition of a Faculty Petition. The intent to appeal shall be filed on the Request for Arbitration form, which may be obtained from the Office of the Provost.

**Subdivision 11.42 Cost of Arbitration**

In those Faculty Petitions in which the Faculty Member has requested and obtained the assistance of United Faculty in pursuing the matter through arbitration, the costs for the services of the arbitrator will be borne equally by the University and United Faculty. Otherwise, the costs for the services of the arbitrator will be borne equally by the University and the Faculty Member.

**Subdivision 11.43 Selection of Arbitrator**

When a Faculty Member has filed a Request for Arbitration, the Provost and/or her/his designee and the Faculty Member and/or her/his designee shall, within 14 calendar days, meet to select the arbitrator. If the parties are unable to agree to an arbitrator, the parties shall strike alternately from the permanent panel of arbitrators identified by the Iowa Public Employment Relations Board until one name remains. The person who remains shall be the arbitrator. The parties shall promptly notify the arbitrator of her/his selection.

**Subdivision 11.44 Hearing Proceedings**

The arbitrator so selected shall confer with the affected Faculty Member and the Office of the Provost and hold a hearing promptly. The hearing shall be open except by agreement between the University and the Faculty Member or if the arbitrator orders the proceedings closed for cause. The Faculty Member shall present evidence first and shall have the burden of proving by a preponderance of the evidence that there has been a violation, misinterpretation, or misapplication of any provision of this Faculty Handbook or any formally adopted University, College, department, or PAC policy/procedure subject to a Faculty Petition. The arbitrator shall issue a report not later than thirty (30) calendar days from the date of the close of the hearing. Such report shall be in writing and shall set forth her/his findings of fact, reasoning and conclusions on the issue submitted.

**Subdivision 11.45 Standard of Review**

The standard of review to be applied by the arbitrator shall be whether the affected Faculty Member has proven by a preponderance of the evidence that there has been a violation, misinterpretation, or misapplication of any provision of this Faculty Handbook or any formally adopted University, College, department, or PAC policy/procedure subject to a Faculty Petition.

## **Section 11.5 Disposition of the Arbitrator's Report**

### **Subdivision 11.51 President's Review**

The report of the arbitrator, the Provost's disposition of the Faculty Petition, and the record made in the case, shall be forwarded to the President for review. After reviewing the record, the arbitrator's report, and the Provost's disposition, the President will determine what administrative response, if any, shall be taken. In making such decision, the President will give great weight to the report of the arbitrator. There will be no oral argument before the President, but either party may submit a brief not to exceed four (4) pages in support of the party's position. Such brief shall be submitted within fourteen (14) calendar days of the receipt of the arbitrator's report by the parties. The decision of the President shall be issued within sixty (60) calendar days following receipt of such briefs (or the expiration of time to submit such briefs).

### **Subdivision 11.52 Acceptance by President**

If the President accepts the recommendation of the arbitrator, the President shall notify the parties in writing of her/his final decision.

### **Subdivision 11.53 Rejection by President**

If the President rejects the recommendation of the arbitrator, the President shall do so in writing, giving reasons for going against the report, which shall constitute the final decision of the University.

## **Section 11.6 Other Provisions**

### **Subdivision 11.61 Representation**

A Faculty Member utilizing this procedure may be represented at all stages by a representative of United Faculty when the Faculty Member elects, in writing, to have United Faculty assist her/him in such proceedings.

### **Subdivision 11.62 Application of Time Limits**

The failure of an employee or United Faculty to act on a Faculty Petition under this Chapter within the prescribed time limits will act as a bar to any further appeal under this Chapter. The time limits may be extended only by written agreement of the Faculty Member and the University.

### **Subdivision 11.63 Election of Forum**

If a Faculty Member files any claim or complaint in any forum other than under this Chapter, then, while the complaint is pending or if it has been adjudicated, the University shall not be required to process the same or a substantially equivalent claim through the procedures of this Chapter.

**Subdivision 11.64 Days Defined**

Unless otherwise stated, in all instances in which “days” is specified in this Chapter, the term refers to class days. Saturdays, Sundays, holidays, and days when classes are not in session are not counted. Class days during the summer session will not be counted except by written agreement between the Faculty Member and the FPC or Provost. When counting days, the day the appeal is received at any point in the procedure shall be considered “day one”.

## CHAPTER TWELVE: GRIEVANCE/APPEAL PROCEDURES

### **Section 12.0 Scope**

The procedures of this Chapter will be available as the exclusive institutional remedy for a Faculty Member who receives an unfavorable decision by the Provost:

#### **Subdivision 12.01 On Tenure**

Where the first regularly scheduled decision on tenure has been not to award tenure, or where the decision will result in termination.

#### **Subdivision 12.02 On Promotion**

Where the arbitration procedures of this Chapter had not been used by the Faculty Member during the preceding four (4) years with respect to promotion at the same rank, or where the grounds on which a previous promotion grievance was denied have been materially altered.

#### **Subdivision 12.03 On Non-renewal**

Where the Faculty Member has been on a probationary appointment.

#### **Subdivision 12.04 On Termination of a Term Appointment**

When the termination of the Faculty Member is to occur before the end of the term of the appointment.

#### **Subdivision 12.05 On Termination of a Tenured Faculty Member**

A tenured Faculty Member who receives a decision on termination by the President may elect to seek a review of the President's decision by commencing the review at the step provided in Section 12.4 within twenty-one (21) days of the receipt of such decision.

#### **Subdivision 12.06 Immediate Discharge of a Probationary Faculty Member**

In the event a probationary faculty member is immediately discharged for cause during an academic year, as opposed to a non-renewal as provided elsewhere in this Chapter, the faculty member may seek a review pursuant to Section 12.3, 12.4, and 12.6 as provided in this Chapter by requesting such review in writing within twenty-one (21) days of receipt of such decision.

### **Subdivision 12.07 Involuntary Transfer of a Probationary or Tenured Faculty Member**

In the event of an involuntary transfer of a probationary or tenured faculty member to a different department, such faculty member may seek a review pursuant to Section 12.3, 12.4, and 12.6 as provided in this Chapter by requesting such review in writing within twenty-one (21) days of receipt of the written reason(s) for the transfer.

### **Subdivision 12.08 Discipline Other Than Discharge of a Probationary or Tenured Faculty Member**

In the event a probationary or tenured faculty member is disciplined by a suspension or written reprimand, such faculty member may seek a review pursuant to Section 12.3, 12.4, and 12.6 as provided in this Chapter by requesting such review in writing within twenty-one (21) days of receipt of such action.

## **Section 12.1 Availability of Review**

While decisions to promote, to award tenure, or to reappoint a Faculty Member on a probationary appointment are the responsibility of academic officers, and while no opportunity for hearing is routinely provided in connection with a failure to promote, to reappoint, or to grant tenure, a hearing, as provided in this Chapter, shall be available in such cases where there is an allegation that the action was based on one or more of the grounds for complaint in Section 12.2.

## **Section 12.2 Grounds for Complaint**

It shall be grounds for complaint if a decision to deny tenure, to fail to reappoint, to fail to promote, to discipline, or to terminate a tenured Faculty Member, is:

### **Subdivision 12.21 Discrimination**

Based on the Faculty Member's age, national origin, race, color, religion, creed, political affiliation, veteran/military status, disability, pregnancy, gender or gender identity, sexual orientation, or any other status protected by applicable federal or state law;

### **Subdivision 12.22 Academic Freedom**

For reasons which violate the Faculty Member's academic freedom, as the term is defined and limited by the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure with the 1970 Interpretive Comments, Board of Regents Policy and UNI Policy 6.10 entitled, "Ethics and Academic Responsibility";

### **Subdivision 12.23 Established Procedures**

Made by the administration in a manner, which substantially fails to comport with established University procedures on tenure, promotion, or termination as defined in Section 12.0;

**Subdivision 12.24 Reasons and Facts**

Made for reasons which are clearly inappropriate as a basis for decision or clearly without basis in fact; or

**Subdivision 12.25 Expectations**

Made despite the Faculty Member's reasonable expectations based on representations in writing made to him or her by the Provost or Dean of the Faculty Member's college that the Faculty Member would be reappointed, granted tenure or promoted.

**Section 12.3 Appeal Conference**

**Subdivision 12.31 Filing of an Appeal**

A Faculty Member who desires review of decisions defined under Section 12.0 shall submit a notice of appeal to the Office of the Provost within twenty-one (21) days of March 1. Such notice of appeal shall include the appropriate grounds for complaint as defined in Section 12.2, and, in reasonable detail, the alleged facts which support those grounds for complaint. The intent to appeal shall be filed on the Notice of Appeal form, which may be obtained from the Office of the Provost.

**Subdivision 12.32 Conference**

Within twenty-one (21) days of filing the Notice of Appeal, a conference shall be held between the affected Faculty Member and the Provost or her/his designee. At the conference, the affected Faculty Member shall have the opportunity to present written evidence and to make oral arguments in behalf of her/his position. Five (5) days in advance of the conference, the Provost or her/his designee shall provide a written statement of the reasons for the negative personnel decision. Invited to the conference will be the Dean of the College, head of the department, and, when requested by the Faculty Member, a representative of the United Faculty. For appeals brought pursuant to Subdivision 12.01 or 12.02, the chair of the Professional Assessment Committee shall be invited to attend the appeal conference.

**Subdivision 12.33 Disposition of Appeal**

Within forty-five (45) calendar days of the conference, the Provost or her/his designee will indicate her/his disposition of the appeal, in writing, and shall furnish a copy thereof to the affected Faculty Member and all invited parties.



## **Section 12.4 Arbitration**

### **Subdivision 12.41 Nature of Appeal and Time Limits**

If the Faculty Member is not satisfied with the disposition of the appeal, or if no disposition is issued within forty-five (45) calendar days of the conference, she/he may file an "intent to appeal to the arbitrator." Such intent to appeal shall be filed with the Office of the Provost within forty-five (45) calendar days of receipt of the Provost's disposition of appeal or within ninety (90) calendar days of the appeal conference in the event the Provost does not issue a disposition of the appeal within the time required by this subdivision. The intent to appeal shall be filed on the Request for Arbitration form, which may be obtained from the Office of the Provost.

### **Subdivision 12.42 Selection of Arbitrator**

When a Faculty Member has filed a Request for Arbitration, the Provost and/or her/his designee and the Faculty Member and/or her/his designee shall, within 14 calendar days, meet to select the arbitrator. If the parties are unable to agree to an arbitrator, the parties shall strike alternately from the permanent panel of arbitrators identified by the Iowa Public Employment Relations Board until one name remains. The person who remains shall be the arbitrator. The parties shall promptly notify the arbitrator of her/his selection.

### **Subdivision 12.43 Hearing Proceedings**

The arbitrator so selected shall confer with the affected Faculty Member and the Office of the Provost and hold a hearing promptly. The hearing shall be open except by agreement between the University and the Faculty Member. The Faculty Member shall present evidence first and shall have the burden of proving that the University's action was improper under the provisions of Section 12.2, except as provided hereinafter in this Subdivision. The arbitrator shall issue a report not later than thirty (30) calendar days from the date of the close of the hearing. Such report shall be in writing and shall set forth her/his findings of fact, reasoning and conclusions on the issue submitted.

### **Subdivision 12.44 Standard of Review**

The standard of review to be applied by the arbitrator shall be whether the affected Faculty Member has proven by a preponderance of the evidence that the Provost's decision was in violation of Section 12.2 of this Chapter.

## **Section 12.5 Dismissal of Tenured Faculty**

Notwithstanding any other provision of this Chapter, in the case of dismissal of a tenured Faculty Member the University shall have the burden of proving just cause for the dismissal by a preponderance of the evidence, and in such case the decision of the arbitrator shall be final and binding.

## **Section 12.6 Disposition of the Arbitrator's Report**

### **Subdivision 12.61 President's Review**

The report of the arbitrator, the Provost's disposition of the appeal, and the record made in the case, shall be forwarded to the President for review. After reviewing the record, the arbitrator's report, and the Provost's disposition, the President will determine what administrative response, if any, shall be taken. In making such decision, the President will give great weight to the report of the arbitrator. There will be no oral argument before the President, but either party may submit a brief in support of the party's position. Such brief shall be submitted within fourteen (14) calendar days of the receipt of the arbitrator's report by the parties. The decision of the President shall be issued within sixty (60) calendar days following receipt of such briefs (or the expiration of time to submit such briefs).

### **Subdivision 12.62 Acceptance by President**

If the President accepts the recommendation of the arbitrator, the President shall notify the parties in writing of her/his final decision.

### **Subdivision 12.63 Rejection by President**

If the President rejects the recommendation of the arbitrator, the President shall do so in writing, giving reasons for going against the report, which shall constitute the final decision of the president.

### **Subdivision 12.64 Appeal to the Board**

The final decision of the President may be appealed to the Board of Regents pursuant to the relevant provisions of the Board of Regents Policy Manual.

## **Section 12.7 Other Provisions**

### **Subdivision 12.71 Representation**

A Faculty Member utilizing this procedure may be represented at all stages by a representative of United Faculty when the Faculty Member elects, in writing, to have United Faculty assist her/him in such proceedings.

### **Subdivision 12.72 Application of Time Limits**

The failure of an employee or United Faculty to act on an appeal under this Chapter within the prescribed time limits will act as a bar to any further appeal under this Chapter. The time limits may be extended only by written agreement of the Faculty Member and the University.

**Subdivision 12.73 Costs**

In those appeals in which the Faculty Member has requested and obtained the assistance of United Faculty in pursuing such appeal, the costs for the services of the arbitrator will be borne equally by the University and United Faculty. Otherwise, the costs for the services of the arbitrator will be borne equally by the University and the Faculty Member.

**Subdivision 12.74 Election of Forum**

If a Faculty Member files any claim or complaint in any forum other than under this Chapter, then, while the complaint is pending or if it has been adjudicated, the University shall not be required to process the same or a substantially equivalent claim through the procedures of this Chapter.

**Subdivision 12.75 Days Defined**

Unless otherwise stated, in all instances in which “days” is specified in this Chapter, the term refers to class days. Saturdays, Sundays, holidays, and days when classes are not in session are not counted. Class days during the summer session will be counted for faculty on summer appointment (teaching or research) during the period of appointment. Class days for faculty not on summer appointment will not be counted except by written agreement between the Faculty Member and the University. When counting days, the day the appeal is received at any point in the procedure shall be considered “day one”.

**Subdivision 12.76 Arbitration Hearings**

All hearings before the arbitrator under this procedure shall be open except if the parties mutually agree that the proceedings shall be closed, or the arbitrator orders the proceedings closed for cause.

## **CHAPTER THIRTEEN: HEALTH AND SAFETY**

### **Section 13.0 Provision for Health and Safety**

The University shall provide, in accordance with the regulations of the applicable federal and state agencies, for the health and safety of Faculty Members to facilitate the performance of their responsibilities.

### **Section 13.1 Facilities and Equipment**

The University shall furnish and maintain in accordance with applicable federal and state regulations all University buildings, facilities, grounds and equipment necessary for the Faculty Members' performance of their responsibilities without danger to their health and safety.

## CHAPTER FOURTEEN: TRANSFER

### **Section 14.0 Definition**

The University's assignment of a faculty member to another department shall be considered a transfer.

### **Section 14.1 Notice**

Notice of forthcoming transfers shall be provided to affected faculty members in writing as soon as practical, and not less than 60 days prior to the effective date of such transfer unless exceptional circumstances exist. The written notice shall contain the reasons necessitating the transfer. A copy of the notice shall be provided to Faculty Leadership. Normally, transfers shall not take place during the course of a semester.

### **Section 14.2 Meeting Prior to Transfer**

Transfers shall be made only after a meeting between the faculty member involved, the United Faculty representative, if requested, and the University administrator who is responsible for the transfer decision.

### **Section 14.3 Involuntary Transfer**

#### **Subdivision 14.31**

Prior to making an involuntary transfer, the faculty member will be notified and the faculty member may volunteer for the transfer. If the transfer becomes involuntary, the faculty member will be provided written reason(s) for the transfer.

#### **Subdivision 14.32**

If the faculty member objects to the transfer, the University will consider other viable alternatives, if any.

#### **Subdivision 14.33**

A faculty member who has been involuntarily transferred shall receive consideration for reassignment if such opportunity becomes available in the future.

## **APPENDIX A: RECOMMENDATIONS FROM THE FHC – SPRING 2017**

### **I. Leaves**

We acknowledge that there is a need to standardize and make transparent the university's practices regarding FMLA leave. The FHC recommends that the Provost convene a group of department heads, deans, and faculty to establish written, transparent guidelines for modified duties related to FMLA leave by December 1, 2017.

### **II. Evaluation**

A joint committee will be established to draft university-wide procedures for faculty evaluation as well as university-wide principles and standards for faculty evaluation. The committee, comprised of three faculty selected by Faculty Leadership and three administrators selected by the Provost, will work in a collaborative and inclusive manner with the faculty as a whole, transparently sharing its work during the drafting process and getting feedback from the community. The committee will work with the Provost's office and the Center for Excellence in Teaching and Learning to discuss the possibility of holding forums with national experts in various areas of faculty evaluation (e.g., post-tenure review, community-engaged scholarship, the scholarship of teaching and learning, etc.). The joint committee will share their final draft document with the Faculty Handbook Committee, who will make a recommendation to the Provost. The Provost will consult with the Faculty Senate and with Faculty Leadership before inclusion of the documents in the Faculty Handbook.

The following is a general outline of products and procedures with deadlines, though the collaborative process outlined above will provide parameters for this work when statements below are in contradiction:

- A. The FHC acknowledges that procedures for evaluation of faculty, including procedures for tenure and promotion, are currently addressed by Article 3 and Appendix B of former Master Agreements and the Master Agreement that will expire on June 30, 2017. We agree to move Article 3 and Appendix B Provisions with few slight revisions into the 2017-2018 Faculty Handbook. We agree that they will be replaced by the work of a joint faculty/administration committee by April 30, 2018, to take effect by July 1, 2018.
- B. The FHC acknowledges that there is a need to work together to review and update faculty evaluation procedures to ensure a culture that celebrates and enhances faculty excellence by recognizing and rewarding outstanding work and emphasizing continual professional development through the evolution of a faculty member's career.

- C. Among other things, Chapter 3 of the Faculty Handbook (formerly Article 3 of the Master Agreement) provides that each department's Professional Assessment Committee ("PAC") "shall develop written assessment procedures which are not inconsistent with the provisions of this Article and which are subject to the approval of the Department Head and the Dean of the College."
- D. The FHC acknowledges that the standards for tenure and promotion are addressed briefly in Section II of Appendix B of the 2015-2017 Master Agreement. However, the adoption of written standards and criteria with respect to the evaluation of faculty for tenure or promotion is not uniform or transparent across the university. We agree that in order for tenure-track and tenured faculty to succeed they must be apprised of the standards and criteria that will be applied when they apply for tenure or promotion.
- E. The FHC agrees that there is a need to work together (along with department heads and departmental PACs) to provide faculty with fair, equitable and transparent criteria and standards for faculty evaluation, including with respect to regular evaluation, periodic reviews, and evaluation for purposes of tenure or promotion, at the University, college and departmental levels.
- F. The FHC agrees that the 2015-2017 Master Agreement does not define "scholarship" for purposes of evaluating faculty for tenure and/or promotion; however, some departments have adopted written standards and criteria that define the types of scholarship or creative activity that will be considered in tenure and/or promotion decisions.
- G. We agree that there is a need to work together to recognize explicitly in University standards and criteria for faculty evaluation the value not only of the scholarship of discovery but also alternative forms of scholarship (consistent with Ernest L. Boyer's Scholarship Reconsidered), specifically: the scholarship of integration, the scholarship of application (or engagement), and the scholarship of teaching/learning, as long as such scholarship is peer-reviewed or validated by appropriate professional external constituency review (e.g. patent office or adoption of curriculum; hereafter referred to as "peer-validated.")
- H. To accomplish these objectives, we agree to establish a joint committee (hereinafter referred to as the "Faculty Evaluation Committee" or "FEC"), which shall consist of three faculty (chosen by Faculty Leadership) and three administrators (chosen by the provost).
1. The Faculty Evaluation Committee shall begin its work no later than September 1, 2017, and will complete its work no later than April 30, 2018. To facilitate the completion of the FEC's work by such time, the Provost will provide faculty members of the FEC with a course release for the fall 2017 and spring 2018 semesters, as appropriate.

2. By no later than April 30, 2018, the Faculty Evaluation Committee shall endorse:

(a) University-wide faculty evaluation procedures for the review of tenure-track and tenured faculty that celebrate and enhance faculty excellence by recognizing and rewarding outstanding work and emphasizing continual professional development through the evolution of a faculty member's career, which shall replace the relevant provisions of Chapter 3 of the Faculty Handbook (formerly Article 3 of the Master Agreement);

(b) Fair, equitable and transparent University-wide principles and standards for evaluation of tenure-track and tenured faculty that are general enough to allow for the multitude of disciplines on our campus, including with respect to regular evaluation, periodic reviews, and tenure and promotion (i.e., Standards for Tenure, Standards for Promotion to Associate Professor, and Standards for Promotion to Full Professor), and which shall replace or supplement Chapter 3 of the Faculty Handbook (formerly Section II of Appendix B of the Master Agreement). These University-wide principles and standards will be based upon a faculty member's teaching, professional service, and research/scholarship/creative activity, which may include peer-reviewed/peer-validated scholarship of discovery and/or peer-reviewed/peer-validated alternative scholarship, specifically, the scholarship of integration, the scholarship of application (or engagement), and the scholarship of teaching/learning, with the expectation that such alternative scholarship is consistent with accreditation requirements and disciplinary expectations.

3. We agree that any updated faculty evaluation procedures endorsed by the Faculty Evaluation Committee should:

(a) Include procedures for evaluations of tenure-track and tenured faculty by their Department Head on a regular basis (e.g., annually);

(b) Include procedures for periodic reviews of tenured faculty by faculty in their department as well as by their Department Head and Dean (e.g., every five to seven years except in the event a faculty member has successfully completed an evaluation for purposes of promotion to professor in the past five to seven years), which shall be based upon a presumption of satisfactory performance and will be guided by the AAUP's Minimum Standards for Good Practice if a Formal System of Post-Tenure Review is Established (AAUP, Post-Tenure Review: An AAUP Response (1999)),

(c) Address with specificity the information and documents that may be relied upon in conducting such evaluations, including the contents of the "evaluation file" and the role of student assessments (e.g. formative, summative, self-reflective), including the frequency by which student assessment shall be taken of courses;



- (d) Include procedures that define methods of evaluating teaching not only through the results of student assessments but also through standardized peer observation and evaluation of teaching.
  - (e) Include mechanisms to celebrate and reward outstanding performance of tenured faculty, including by the implementation of a system to allow tenured faculty to apply for additional salary increases on a periodic basis (e.g., once every five to seven years) on the basis of their extraordinary performance in teaching, research/scholarship/creative activity, and service;
  - (f) Include mechanisms to assist tenured faculty to improve deficient performance in relationship to university, college and departmental standards, such as through additional professional development or the development of a good faith remediation plan that respects academic freedom and professional self-direction;
  - (g) Include procedures for the consideration of potential sanctions in the event that recurring evaluations reveal continuing and persistent problems with a tenured faculty member's performance that do not lend themselves to improvement after multiple efforts; and
  - (h) Include procedures for faculty members to appeal unfavorable evaluation decisions consistent with faculty grievance/appeal processes.
4. The updated faculty evaluation procedures will be shared with the FHC, who will make a recommendation to the Provost. The Provost will consult with the Faculty Senate and with Faculty Leadership before including such evaluation procedures as part of the Faculty Handbook.
5. By April 30, 2018, the Faculty Evaluation Committee shall, by consensus endorse University-wide general principles and standards for evaluation of tenure-track and tenured faculty, including with respect to regular evaluation, periodic reviews, and tenure and promotion, and these principles and standards will be shared with the FHC, who will make a recommendation to the Provost. The Provost will consult with the Faculty Senate and with Faculty Leadership before including such principles and standards for evaluation as part of the Faculty Handbook.

6. After such time that the Committee endorses University-wide general principles and standards, each college Dean shall convene PAC Chairs and Department Heads across their college, along with associate deans and a representative of the Faculty (the "College Committee"), to develop a process to establish college principles and standards and departmental criteria and standards for regular evaluation, periodic reviews, and tenure and promotion, which are not inconsistent with the University-wide general principles and standards endorsed by the Faculty Evaluation Committee. Additionally, the College Committee will determine a process that will include the department head and faculty whereby each department will develop and adopt departmental principles, standards and specific criteria for regular evaluation, periodic reviews, and tenure and promotion. Such criteria and standards shall be subject to review and approval by the College Committee, the FEC, the Dean, and the Provost. Until such time that criteria and standards for regular evaluation, periodic reviews, and tenure and promotion are adopted by a college or department, the University-wide general principles and standards endorsed by the Faculty Evaluation Committee shall apply. It is expected that college and departmental criteria will go into effect by August 1, 2019.
7. Probationary faculty who stand for promotion and or tenure in the Fall of 2017 will be evaluated according to standards that exist in the Fall of 2017 in their respective colleges, departments, and the Faculty Evaluation documents (Article 3 and Appendix B) that will have rolled over into Chapter 3 of the Faculty Handbook. Associate Professors who will apply for promotion to Full Professor in the Fall of 2017 will be evaluated according to criteria and standards that exist in Fall 2017 in their respective colleges and departments, and the Faculty Evaluation documents (Article 3 and Appendix B) that will have rolled over into Chapter 3 of the Faculty Handbook. Beginning in the Fall of 2018 and ending in Spring 2022, faculty standing for promotion and/or tenure will have the option of meeting the criteria and standards that existed in Fall 2017 or the new criteria and standards that will be developed between 2017 and 2019. Faculty should consult with their PAC, Department Head, and Dean for guidance in their choice.

### **III. Workload**

The FHC recommends that for 2017-2018, Appendix E of the Master Agreement will be rolled over into Chapter 4 of the Faculty Handbook as a statement about faculty load. However, it recommends that the Faculty Evaluation Committee also be charged to revise the material in Chapter 4 of the Faculty Handbook since evaluation and workload are so closely intertwined.

#### **IV. Salary Equity**

The FHC recommends that the Provost's Office craft a statement regarding the procedure of having salaries for new faculty vetted by the Provost's Office prior to verbal offers being made since this is a mechanism by which salary equity can be addressed and which would be in lieu of minimum salary guidelines.

#### **V. Temporary Faculty**

The FHC recommends that part 2 of Appendix C be rolled over into Chapter 2 of the Faculty Handbook for 2017-2018, but the FHC will work with temporary faculty, department head(s) and dean(s) to revise this language no later than April 30, 2018.

#### **VI. Summer Research Fellowships**

The FHC recommends that the language in Subdivision 8.43 (Summer Research Fellowships) be revised during the 2017-2018 academic year.

#### **VII. Health and Safety**

Regarding "Health and Safety," (Article 13 of the Master Agreement), this language is kept as Chapter 13 of the Faculty Handbook until it is clear how University policy addresses this topic.

#### **VIII. Faculty Files**

As part of its work crafting university-wide evaluation procedures, the Faculty Evaluation Committee will discuss the two different files that include materials regarding faculty: the "Evaluation File" (Chapter Three, Section 3.0) and the "Personnel File" (Chapter Five) and provide a recommendation to the FHC for a more streamlined method for maintaining important information about faculty.