

## PREFACE

Over the years many employees have been called faculty and many definitions of “faculty” exist in University governance documents. Unless explicitly stated to the contrary, this handbook applies only to faculty meeting two criteria:

- 1) the faculty member’s primary responsibilities are teaching, advising, and research, and
- 2) the faculty member is employed in one (or more) of the academic units of the University (Adult Degree Program, Arts and Sciences, Conservatory, Law School, Nursing, Graduate School of Administration).

Further rights and responsibilities of a faculty member are described in the handbook(s) of the academic unit(s) in which the faculty member is employed.

## FACULTY POLICIES AND PROCEDURES

This Faculty Handbook contains policies and procedures concerning the terms and conditions of employment of faculty of Capital University. Additional policies and procedures applicable to faculty members in particular academic units are found in the handbooks of those academic units. Other policies promulgated by the University applicable to all employees are contained in academic unit handbooks, benefit plan documents, University web page, and other University documents.

### **1 Academic Ranks and Titles**

#### **1.1 Full-time Faculty Ranks**

Full-time ranked faculty are Professor, Associate Professor, Assistant Professor, and Instructor.

#### **1.2 Part-time Faculty**

Part-time faculty are appointed per course or pro-rata on a term contract with no presumptions of renewal of appointment. They are treated as part-time employees, not independent contractors. They are not eligible for tenure. They are eligible for benefits only as provided in information available in the office of the provost. Responsibilities and titles of part-time faculty vary among academic units, and information thereon may be obtained from the offices of the deans of those units.

#### **1.3 Special Appointment Faculty**

##### **1.3.1 Emeritus/Emerita**

At the time of retirement and upon the formal recommendation of the appropriate

committee, as well as the dean of the faculty member's college or school, the designation of Professor Emeritus/Emerita shall be accorded a member of the instructional staff who has made distinguished contributions to the University. The designee shall have a minimum of ten years, full-time service to the University and shall hold the rank of associate professor or professor at the time of retirement. Also eligible for Professor Emeritus/Emerita designation are academic deans who meet the above qualifications, and the president who shall be designated "President Emeritus/Emerita." Professors Emeriti/Emeritae receive one set of parking permits annually without charge, an activity card, and Capital University stationery with Professor Emeriti/Emeritae letterhead. Professors Emeriti/Emeritae are invited to participate in the ceremonial functions of the University upon the invitation of the president of the University.

### **1.3.2 Visiting Faculty**

Visiting appointments are normally for one term or one academic year and carry no intention of renewal. Such appointments are usually made to replace a faculty member on sabbatical or on a leave of absence. During the term of appointment, they are eligible to attend faculty meetings, are provided activity cards admitting them to University events, and have limited library privileges, access to the faculty/staff dining room, parking privileges, and additional rights as provided in individual unit handbooks. Faculty members of other colleges or universities who are on leave of absence or sabbatical from their institutions and who are teaching at Capital University are appointed at the rank at their institution with the prefix of "visiting."

### **1.3.3 Faculty-in-Residence**

The designation Faculty-in-Residence may be given to certain specialized personnel, e.g. artist, faculty, scientist, or scholar, appointed on a part-time or full-time basis with a term contract for a term or an academic year. Such appointments carry no intention of renewal. During the term of appointment, Faculty-in-Residence are eligible to attend faculty meetings, are provided activity cards admitting them to University events, and have limited library privileges, access to the faculty/staff dining room, and parking privileges.

## **1.4 Qualifications for Appointment to Rank**

### **1.4.1 Minimum criteria for appointment for full-time faculty**

#### **1.4.1.1 Instructor**

Master's degree

#### **1.4.1.2 Assistant Professor**

Master's degree and experience or earned doctorate

**1.4.1.3 Associate Professor**

Earned doctorate and experience

**1.4.1.4 Professor**

Earned doctorate, significant experience, and professional recognition

**1.4.2 Alternate criteria for appointment for full-time faculty**

Alternate criteria, specific to the academic unit or discipline, can be found in the unit handbooks.

**2 Types of Contract****2.1 Term Contract**

A term contract is for a designated period and automatically terminates upon the expiration of that period. There is no presumption that a term contract will be renewed, and notice of non-reappointment is not required. Re-employment of an employee after termination of a term contract is solely within the discretion of the University. A term contract may be full-time or part-time. Term appointments are not offered routinely but are offered under special circumstances after discussion with the affected department and dean. If a term appointment is changed to a tenure track appointment, the years of full-time service under the term appointment are deemed to have been served under a tenure track appointment for the purposes of eligibility to be considered for tenure, except that when the years of service under a term appointment equal seven or more, the year in which the change to a tenure track appointment is effected is considered to be the sixth year of probationary service. Visiting and Faculty-in-Residence contracts are examples of term appointments.

**2.2 Tenure Track Contract**

The term “tenure track” refers to the probationary contract of an untenured faculty member who will be eligible to apply for tenure after a probationary period and upon completion of the requirements specified in the applicable tenure rules (See 6). A tenure track appointment is for a designated period, normally one academic year. A faculty member with such a contract may expect the contract to be renewed unless notice is given in accordance with the provisions set forth in section 7.3.

**2.3 Tenured Contract**

A tenured contract gives the faculty member the contractual right to be re-employed and compensated for succeeding academic years unless or until the faculty member resigns, retires, or is dismissed for cause in accordance with any of the sections of this handbook which govern those particular matters.

### **3 Searches - Filling An Academic Vacancy**

#### **3.1 The Academic Position Search Process**

##### **3.1.1 Establishment of vacancy and approval of search**

The filling of a faculty vacancy must be authorized by the vice president/provost or president before the position can be advertised and the search started. All appointments are made by the president of the University. Normal procedure is for the appointments to originate by the department heads (Arts and Sciences) or by the deans in all other units.

##### **3.1.2 Procedures for conducting the search**

Academic searches include faculty involvement. Procedures are available in the office of the dean of each individual unit.

#### **3.2 The Initial Appointment**

The president of the University shall issue the Letter of Appointment to the candidate, stating the salary, rank, effective date of appointment, type of appointment (e.g., visiting, term, tenure track), and credit for prior teaching for the purpose of promotion and tenure.

##### **3.2.1 Locus of Appointment**

The letter of appointment states the academic unit, or units in cases of joint appointments among academic units, and the discipline for which the appointment is made.

##### **3.2.2 Appointments With Tenure**

Appointments with tenure can be made after an appropriate probationary period. Normally, full-time service prior to acquisition of tenure does not exceed seven years. Appointments with tenure are made only at the rank of associate professor or higher. If the faculty member has previously held full-time appointments in another accredited four-year college or University, or has had other appropriate experience, the probationary period may extend to four years at Capital University even if the total full-time service thereby exceeds seven years. The terms of such extensions are stated in writing at the time of initial appointment.

#### **3.3 Orientation**

Orientation includes faculty involvement. Procedures are available in the office of the dean of each individual unit.

## **4 Evaluation**

### **4.1 Faculty Evaluation**

For purposes of annual salary review, faculty members will be evaluated in the areas of teaching and advising, service, and research/scholarship/or equivalent activities. Service includes contribution to one's academic unit, the University, the profession and the community. Specific expectations for teaching and advising, service, and research/scholarship/or equivalent activities may vary among the colleges. Therefore, meritorious versus expected satisfactory performance criteria are identified by the dean and faculty of each academic unit.

### **4.2 Administrative Evaluation**

The University expects satisfactory performance from all administrative staff in relation to the position. Academic deans and associate deans are evaluated according to performance evaluation procedures extant in their academic units. In situations in which administrative staff also serve as course faculty and members of an academic unit, the teaching component of performance is evaluated on teaching merit. Administrative performance is evaluated by the appropriate supervisor.

## **5 Promotion**

Promotion is recognition that a faculty member has reached an advanced level of achievement, participation, involvement, and contribution to the University. Faculty are evaluated for promotion on the basis of teaching/advising effectiveness, service and research, scholarship or equivalent activities according to the academic unit's specific promotion criteria by rank. Consult the individual academic unit's handbook for specific criteria, processes, and time tables

## **6 Tenure**

These policies are designed to enable Capital University: 1) to protect academic freedom, 2) to recognize faculty achievement, 3) to provide for continuity of the academic program, 4) to establish rules of academic due process, and 5) to provide standards whereby the University may be afforded means of protecting its quality and viability in cases of financial difficulty, programmatic change, or enrollment decline, and in the case of problems concerning faculty performance or behavior.

**6.1 *The Statement of Principles on Academic Freedom and Tenure (1940)*** formulated by the Association of American Colleges and The American Association of University Professors is hereby adopted and incorporated herein.

**6.2 Time Frame**

No later than the sixth year of a probationary appointment, or earlier as specified in the original appointment or individual unit handbook, the deliberating body, as specified in the unit handbook of the academic unit in which the appointment is held, considers whether to recommend the candidate for advancement to tenure.

**6.3 Criteria**

Criteria in three areas are considered. The unit handbooks contain specific information about appropriate documentation and weighting in each unit.

6.3.1 Quality of teaching and/or advising.

6.3.2 Research, scholarship, and/or equivalent activities.

6.3.3 Service to the University that demonstrates a sympathetic understanding of the mission and philosophy of the University, service to the discipline, service to the public.

**6.4 Procedures**

Procedures whereby the several units of the University constitute committees, make recommendations, or arrive at decisions under these policies, if not specified herein, are described in their respective unit handbook. These policies aim at setting forth definitions and procedures to help all concerned bring the foregoing purpose into orderly effect.

**6.5 Documentation**

It is the responsibility of the candidate that appropriate documentation be provided as specified by the unit.

**6.6 Bases of Deliberations**

The deliberating body confines itself to questions of professional qualification and merit. Questions of tenure ratio, University finances, and matters not touching upon the preparation, competence, and performance of the candidate, such as the need of the department, college, or school for the particular candidate, and/or candidate specialties under review are specifically excluded.

**6.7 Vote**

Voting shall be conducted according to the provisions of the unit handbook. Affirmative votes are to be based on the presence of positive rationale for advancement to tenure, rather than merely the absence of negative reasons.

**6.8 Access to Files**

Those files pertaining to the candidate are always open to the candidate. The candidate may ask for and shall receive a copy of materials in the file. For purposes of this section,

a request for access and copies shall be made through the respective dean.

### **6.9 Confidentiality**

All deliberations are held in executive session. All deliberations and the contents of the file are held in confidence by participating faculty, by the candidate, and by other properly constituted officers involved in the decision-making process.

### **6.10 Dean's Recommendation**

The dean weighs the recommendation of the appropriate deliberating body (hereinafter referred to as the committee), as evidenced by the tabulated votes and the accompanying rationales, together with the evidence reviewed by the committee, and with other considerations appropriate to the role of the dean as an academic leader, and makes a recommendation to the provost. If the dean does not concur with the vote of the committee, a written rationale is provided to the committee as a professional courtesy.

#### **6.10.1 Law School**

In the Law School, the faculty meets as a committee-of-the-whole to discuss and vote on its recommendation. The faculty then makes its recommendation. The dean is entitled to participate in the faculty discussion and makes his/her own recommendation which accompanies that of the faculty. Candidate materials and recommendations are then transmitted to the president with an informational courtesy copy to the provost.

### **6.11 Provost's Recommendation**

With the exception of the Law School, the provost receives the file, and considers the recommendations of the committee and of the dean, together with broader questions of tenure ratio, University finances, and University mission, and makes a recommendation to the president. Except in the case of a disagreement in recommendations from the deliberating body and the dean, the provost does not substitute an opinion for the judgment of the dean and the deliberating body on the issue of academic merit. Not later than one week after receiving the recommendation of the dean, the provost informs the candidate of the recommendation to be sent forward to the president.

### **6.12 President's Recommendation**

The president considers the recommendations from the provost and the Law School and makes a recommendation to the Academic Affairs Committee of the Board of Trustees, which committee, in turn, recommends to the Board of Trustees.

### **6.13 Board Action**

Action concerning tenure is taken by, and only by, the Board of Trustees.

#### **6.14 Complaints**

A complaint relating to the tenure process may be submitted to FRRC (see 15, Dispute Resolution) at any point in the tenure process. A faculty member may file a complaint either at the point in the process where the allegedly harmful action has taken place or at the point where the harmful effect of the action becomes evident. In either case, the complaint must be filed within a reasonable time, and the filing of the complaint suspends the regular process of tenure until the matter is resolved, unless the faculty member requests that the process continue. All parties involved are required to show good faith in resolving the complaint as soon as possible.

### **7 Separation**

#### **7.1 Resignation of Faculty Members**

A member of the faculty who wishes to resign at the end of the contract year should submit a letter of resignation to the dean as soon as the decision has been made, but no later than May 15. A faculty member should consult the dean if an exception to this policy is desired. The dean may recommend that the faculty member present the case to the appropriate committee of the academic unit.

#### **7.2 Retirement**

7.2.1 Capital University complies with the provisions of the Age Discrimination in Employment Act, and there is no mandatory retirement based on age.

7.2.2 A member of the administrative or instructional staff who wishes to retire is expected to express this desire in writing and submit it to the appropriate supervisor and/or vice president or provost by November 1 of the last academic year of employment.

7.2.3 A person who is at least 59.5 years of age who retires as a full-time employee of Capital University and who has served as a full-time employee of the University for at least the ten consecutive years immediately prior to such retirement shall be eligible to participate in the University's medical insurance plan, with the University making the same premium contribution as it would for active employees and their dependents, until such employee reaches the age of 65 years.

#### **7.3 Non-reappointment: Notice Provisions**

Notice of non-reappointment of a tenure track faculty member shall be given in writing to the faculty member by the academic dean in accordance with the following standards:

7.3.1 On or before March 1 of the first academic year of employment under a tenure track contract, if the contract expires at the end of that academic year; or, if the contract is for less than a full academic year, at least ninety (90) calendar days in advance of the termination.

7.3.2 On or before December 15 of the second year and third year of employment under a tenure track contract, if the contract expires at the end of that academic year; or, if the second year or third year contract is for less than a full academic year, at least one hundred eighty (180) calendar days in advance of its termination.

7.3.3 At least twelve (12) months before the expiration of an appointment after three years of continuous service (to the University) under a tenure track appointment.

7.3.4 Notice of non-reappointment is not required for a term or a part-time faculty member. The contract states the term of appointment.

7.3.5 The University has no obligation to provide a term or part-time faculty member with a statement of reasons for non-reappointment.

#### **7.4 Reduction in Force**

Termination or reduction in status occurs when the Board of Trustees, upon recommendation by the president, makes a decision under circumstances listed below.

7.4.1 The appointment of a tenured faculty member may be terminated, or reduced to part-time status, because of a discontinuance of a program, department, or an individual position due to academic considerations such as a change in program or programmatic emphasis.

7.4.2 The appointment of a tenured faculty member may be terminated, or reduced to part-time status, because of lack of need owing to a decline in enrollment.

7.4.3 The appointment of a tenured faculty member may be terminated because of the discontinuance of a program, department, or an individual position due to financial exigency.

7.4.3.1 Financial exigency occurs when the University is under the protection of the courts, or when an outside agency (such as the church) must assume its debts and, as a condition thereof, is given substantial administrative powers.

7.4.4 The appointment of a tenured member may be terminated because of the

discontinuance of a program, department, or an individual position as part of an effort to avoid financial exigency.

7.4.4.1 A need to avoid financial exigency may be declared by the Board of Trustees when the trend of the financial position of the University is in a deteriorating condition which, if continued, is likely to jeopardize the continued existence of the University. Evidence of approaching financial exigency may include, but not be limited to, the following:

7.4.4.1.1 Invasion of the corpus of the endowment, or of funds functioning as an endowment, for operating purposes.

7.4.4.1.2 Continuing decline in working capital.

7.4.4.1.3 Continuing deferred maintenance of the physical plant.

7.4.4.1.4 Continuing diminution of resources reasonably required to maintain the academic program.

7.4.4.1.5 Continuing decline in enrollment.

7.4.5 Termination, or reduction to less than full-time status, of tenured faculty under paragraph 7.4 et seq occurs only as the least preferred alternative during a period of retrenchment and is accompanied by, and preceded by, a variety of efforts to increase revenue and decrease expenditures. The foregoing efforts include, but are not limited to, the following:

7.4.5.1 Student recruiting.

7.4.5.2 Annual giving by alumni, church, and friends.

7.4.5.3 Major giving by corporations, foundations, and others.

7.4.5.4 Non-traditional forms of borrowing.

7.4.5.5 Tight control on institutional budgets.

7.4.5.6 Elimination of non-essential programs or services.

7.4.5.7 Elimination of administrative positions.

7.4.5.8 Elimination of service positions.

7.4.5.9 Elimination of part-time positions.

#### 7.4.5.10 Elimination of non-tenured faculty positions.

7.4.6 In any of the foregoing cases, the president receives advice from the provost and the appropriate dean or deans and consults with the Faculty Senate or with an ad hoc committee appointed by the Faculty Senate. In preparing to consult with the president, the Faculty Senate or the ad hoc committee has access to all relevant information and data; has opportunity to interview the provost, the dean or deans, and representatives of the school, department, or departments that might be affected; and holds open hearings for all faculty and students who wish to be heard. The Faculty Senate or ad hoc committee completes its preparation and makes its report to the president. While the views of the Faculty Senate or ad hoc committee are considered by the president and the Board of Trustees, they are not binding upon them.

7.4.7 In any case in which a tenured faculty member's appointment is terminated or reduced to less than full-time status under the provisions of 7.4 et seq, the University takes reasonable steps to assist the faculty member either to gain an appropriate academic appointment at another institution; to prepare for another form of employment; or to retrain for alternate service at Capital University. Appropriate assistance from the University, in the foregoing circumstances, may include payment for professional counseling, travel and job seeking costs, or tuition assistance to gain increased or new competencies, as negotiated with the provost. However, the University is under no obligation either fully to prepare the faculty member for different employment at Capital University or elsewhere, or to subsidize all costs pertaining thereto. Where the competence of the faculty member for such new activity is questionable, the University is not obligated in any way to compromise its standards of quality through the use of any of the foregoing forms of assistance.

### **7.5 Dismissal for Cause**

Termination before the end of the period of appointment, or as a tenured faculty member, may take the form of dismissal for cause. Dismissal for cause is not used to restrain faculty members in the exercise of academic freedom, or of other rights of American citizens.

#### **7.5.1 Circumstances warranting dismissal for cause.**

7.5.1.1 Reasons related to incompetence or failure to perform appropriate academic duties within the University; that is, inability to maintain performance standards of high quality.

7.5.1.2 Reasons related to behavior unfitting a member of an academic community.

7.5.1.3 Neglect of duty, unwillingness to accept reasonable assignments from properly constituted authority, or gross violation of a provision or provisions in the faculty handbook.

## **7.5.2 Procedure for Dismissal for Cause**

Dismissal for cause is preceded by the following steps.

7.5.2.1 Discussions between the faculty member and an appropriate administrative officer or officers looking toward the mutually satisfactory resolution of the problem.

7.5.2.2 An informal mediation inquiry by the Faculty Rights and Responsibilities Committee, which may, if it fails to effect a resolution, determine whether dismissal proceedings should be undertaken, without its opinion being binding upon the University.

7.5.2.3 A statement of charges or reasons framed with reasonable particularity by the provost or the appropriate dean.

7.5.2.4 The question of dismissal is considered by a hearing committee, as defined in paragraph 7.5.2.4.1. The Hearing Committee may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to 1) clarify the issues, 2) effect stipulations of facts, 3) provide for the exchange of documents or other information, and 4) achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.

### **7.5.2.4.1 Hearing Committee**

The Faculty Rights and Responsibilities Committee of The Faculty Senate shall elect a Hearing Committee of five tenured professors of the rank of associate or higher, at least three of whom are from the school in which the faculty member against whom the proceeding is directed holds appointment.

7.5.2.4.2 Members of the Hearing Committee who deem themselves disqualified for bias or interest may remove themselves from the case, either at the request of a party or on their own initiative. Each party has a maximum of two challenges without stated cause. The Faculty Rights and Responsibilities Committee provides a slate of alternative members in order to fill vacancies on the Hearing Committee should they result from disqualification, challenge without stated cause, illness, resignation, or any other reason.

7.5.2.4.3 In the law school, the hearing committee shall consist of all tenured faculty other than those who pursuant to Section 7.5.2.4.2 are disqualified, removed by themselves, or successfully challenged for cause. Vacancies will not be filled.

7.5.2.5 Service of notice of hearing with specific charges in writing is made at least fourteen calendar days before the hearing described under paragraph 7.5.2.4. The faculty member may waive a hearing or respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges, or asserts that the charges do not support a finding of cause, the Hearing Committee evaluates all available evidence and makes its recommendation upon such evidence.

7.5.2.6 The faculty member, after consultation with the Hearing Committee and the provost or appropriate dean, decides whether the hearing should be public or private.

7.5.2.7 During the proceedings, the faculty member is permitted, without expense to the University, to have an academic advisor or attorney. The University also has the right to be represented during the proceedings.

7.5.2.8 The proceedings are recorded and a transcription made available to both parties at the expense of the University.

7.5.2.9 The burden of proof that cause exists rests with the University and is satisfied by a preponderance of the evidence considered as a whole.

7.5.2.9.1 The Hearing Committee may grant recesses of appropriate length to enable either party to investigate evidence as to which a valid claim of surprise is made.

7.5.2.9.2 The faculty member is accorded the opportunity to obtain necessary witnesses and documentary or other evidence, although the University does not provide financial assistance to the faculty member in obtaining necessary witnesses or documentary or other evidence. The University cooperates with the Hearing Committee to secure witnesses and make documentary and other evidence available.

7.5.2.9.3 The faculty member and the University have the right to confront and cross examine witnesses. In cases in which the witnesses cannot appear and the committee determines that the

interests of justice require admission of their statements, the Hearing Committee identifies the witnesses, discloses their statements, and if possible provides for interrogatories.

7.5.2.9.4 In the hearing of charges of incompetence against a faculty member, testimony of qualified faculty members from Capital University and/or other institutions of higher education should be included.

7.5.2.9.5 The Hearing Committee is not bound by the rules of evidence and may admit any evidence which is credible and of probative value in determining the issues involved. Reasonable effort is made to obtain the truth.

7.5.2.9.6 The findings of fact and the recommendation of the Hearing Committee are based solely on the hearing record.

7.5.2.9.7 Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member or administrative officers are avoided so far as possible until proceedings have been completed, including consideration by the Board of Trustees. The provost or appropriate dean and the faculty member are notified of the recommendation of the Hearing Committee in writing and are given a copy of the record of the hearing.

#### 7.5.2.10 Findings of the Committee

7.5.2.10.1 If the Hearing Committee concludes that cause for dismissal has not been established by the evidence, it so reports to the provost or appropriate dean. If the provost or appropriate dean rejects the report, reasons for doing so are stated in writing to the Faculty Rights and Responsibilities Committee, and to the faculty member, and an opportunity is provided for a written response by the faculty member before the case is transmitted to the Board of Trustees for final decision under 7.5.2.11 and 7.5.2.12.

7.5.2.10.2 If the Hearing Committee concludes that cause for dismissal has been established, but that an academic penalty less than dismissal is more appropriate, it so reports to the provost or appropriate dean, with supporting reasons. If the provost or appropriate dean rejects the report, reasons for so doing are stated in writing to the Hearing Committee, and to the faculty member,

and an opportunity is provided for a written response by the faculty member before the case is transmitted to the Board of Trustees for final decision under 7.5.2.11 and 7.5.2.12.

7.5.2.10.3 If the Hearing Committee recommends dismissal, it so reports to the provost or appropriate dean, and to the Faculty Rights and Responsibilities Committee. Its recommendation is final unless appealed to the Board of Trustees by the faculty member under 7.5.2.11 and 7.5.2.12.

7.5.2.11 The Board of Trustees' review is based solely on the record of the hearing. While the matter is not considered *de novo*, opportunity is provided for written statements by the principals in the hearing and/or their representatives, and for an oral presentation by the faculty member.

7.5.2.12 The recommendation of the Hearing Committee is either (a) sustained by the Board of Trustees or (b) returned to the Hearing Committee with specific comments or questions. If returned, the Hearing Committee then reconsiders, taking into account the comments or questions and reviewing the evidence if necessary, and thereafter reports to the Board of Trustees which makes a final decision only after study of the Hearing Committee's reconsidered recommendation.

7.5.2.13 Pending final decision by the Board of Trustees, the faculty member is suspended, or assigned to other duties in lieu of suspension, only if immediate harm to any party is threatened by continuance of duty. Before suspending the faculty member, pending an ultimate determination of status through the hearing procedures, the provost or appropriate dean consults with the Faculty Rights and Responsibilities Committee concerning the propriety, length, or other conditions of the suspension. Salary and other benefits continue during the period of suspension.

7.5.2.14 If the provost or appropriate dean believes that misconduct of a faculty member, although not constituting cause for dismissal, is sufficiently grave to justify the imposition of a severe sanction, such as suspension of service for a stated period, reduction in rank, or reduction in salary for a stated period, the provost or appropriate dean begins a proceeding to impose such a sanction. The procedures outlined in the dismissal section above govern this proceeding.

7.5.2.15 If the provost or appropriate dean believes that the conduct of the faculty member justifies the imposition of a minor sanction, such as a formal reprimand, notice is provided to the faculty member on the basis of the proposed sanction, and the faculty member is provided with an

opportunity to persuade the official that the proposed sanction should not be imposed. The faculty member who believes that a sanction has been improperly imposed under this section may file a grievance, as provided in the faculty handbook.

## **8 Faculty Rights and Responsibilities**

The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process including but not limited to: status of students, admission, financial aid, and residence halls. It is the right and obligation of the faculty to submit to the Board of Trustees, through the president, its opinions and recommendations in these fundamental areas. The power of review or final decision is lodged in the Board of Trustees or delegated by it to the president. Should, in exceptional cases, the Board of Trustees react adversely to a recommendation from the faculty, reasons for the reactions shall be communicated to the faculty.

Each member of the instructional staff shall give instructions under the academic regulations of the University in such courses as shall from time to time be recommended by the appropriate governing body and approved by the faculty.

Faculty members shall also assume as a part of their regular duties academic advising and participation in the various functions of the University community, including, as otherwise reasonable and possible, attendance at commencement, faculty and senate meetings, major academic functions, committee and departmental meetings, etc.

The faculty of Capital University are bound by the policies authorized and administered by the Board of Trustees of Capital University.

The teaching load of each full-time undergraduate faculty member shall not exceed eight courses or 24 semester hours per year. Teaching loads vary in the Adult Degree Program, the Graduate School of Administration, and the Law School. The specific responsibilities of faculty members in these schools are outlined in their internal documents. Independent studies and advising responsibilities also vary by unit. In addition, it is expected that a full-time faculty member be willing to serve on at least one committee, as appropriate.

### **8.1 Academic Freedom**

#### 8.1.1 Political Activities

Members of the faculty and staff are encouraged to become involved in political activities as private citizens but not in the name of the institution.

#### 8.1.2 The *Statement of Principles on Academic Freedom and Tenure (1940)*

formulated by the Association of American Colleges and The American Association of University Professors is hereby adopted and incorporated herein.

## **8.2 Intellectual Property, Copyright and Confidentiality of Records**

### **8.2.1 Ownership and Royalty Rights**

Capital University encourages its faculty, staff, and students to pursue scholarly publications and creative opportunities. The University does not seek rights in the scholarly output of its faculty. Employees and students retain copyright ownership and royalty rights and patent rights in books, software, and other products or works produced by them unless the work is a “work made for hire” as defined in the federal Copyright Act of 1976:

8.2.1.1 A work prepared by an employee within the scope of his or her employment.

8.2.1.2 A work specifically ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

Students and faculty members engaged in collaborative work are encouraged to make clear their intentions about ownership of the work in writing at the outset of the project, or as soon thereafter as possible.

### **8.2.2 Copyright and “Fair Use”**

Capital University does not condone, authorize, or assist any infringement of copyright by faculty, staff, or students. It is the responsibility of the individual faculty, staff, and student to be informed about copyright law and permissible “fair use” of copyrighted works. Information regarding generally accepted guidelines and practice in higher education may be secured from University librarians, but the provision of such information shall not be, nor be construed to be, an authorization by the University of any particular use as a “fair use” under copyright law.

### **8.2.3 Confidentiality of Files and Computer Records**

Capital University respects the confidentiality of student, employee, and other records as required by federal and state law. It shall be a violation of University policy for any person with authorized access to University information, files, and/or computer records to duplicate, alter, use, or disclose such information, files, or records without proper authorization by the person’s supervisor. It shall be a violation of University policy, as well as federal and state law, to gain or attempt to gain unauthorized access to records on University computers and University files.

#### **8.2.4 Electronic Records and Communications**

The privacy of electronic records and communications shall be given the same respect as that traditionally given to paper records and communication, subject to the University's Acceptable Use Policy.

### **8.3 Research Review Policy**

#### **8.3.1 Introduction and Mission**

The Research Review Committee (RRC) shall protect the rights and welfare of human and animal subjects recruited to participate in research activities conducted under the auspices of the institution. Specifically, the RRC serves to assure that research on human subjects is planned and carried out in accordance with certain ethical codes and federal regulations.

Ethical principles for the treatment of human subjects can be found in Nuremberg Code, the Declaration of Helsinki, and the Belmont Report. In addition, the RRC shall assure that all research that falls under its jurisdiction complies with federal law. Copies of the various ethical codes and Department of Health and Human Services *Institutional Review Board Guidebook* will be made available to each Department Chair/Dean or may be obtained from the RRC.

In addition, for research involving animal subjects, the RRC shall assure that the research complies with the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training* and the provisions of the Animal Welfare Act. Copies of which will be made available to each Department Chair/Dean or may be obtained from the RRC.

For the purposes of the Research Review Committee, research is defined as any activity which has the intent of securing information from humans or animals for the purpose of advancing generalizable knowledge. Experiments using non-human animals conducted as part of a course activity or course requirement are considered research and must be reviewed by the committee.

All members of the university community: faculty, staff, and students doing such research in their official capacities with the university fall under the jurisdiction of the RRC. This policy applies regardless of the source of funding and location of the study. Specifically, any university employee conducting reviewable research on or off campus as a part of his or her job description at Capital University is subject to this policy. Off campus research may require additional review of another institution's review board.

Any researcher who is uncertain as to whether his research falls under the jurisdiction of the RRC should contact the RRC for an opinion. *Absolutely no research involving human and animal subjects that falls under RRC's jurisdiction*

*can be initiated without RRC approval.* Conducting reviewable research without the consent of the RRC shall be grounds for disciplinary action by the university in the same manner as other violations of university policy.

### **8.3.2 Membership**

The Research Review Committee shall consist of eight members with the background and professional competence necessary to review specific research activities, to ascertain the acceptability of proposed research in terms of institutional commitments and regulations, applicable law, and standards of professional conduct and practice.

The committee membership will be one faculty representative each from the College of Arts and Sciences, School of Nursing, Law School, Adult Degree Program, Conservatory, and Graduate School of Administration; and a student representative and one member not affiliated with the university, drawn from the community at-large. The student representative and the community member will be appointed by the provost. Additionally, a licensed veterinarian must be a voting member of the committee for the review of proposals regarding non-human animals - the licensed veterinarian may also be one of the other voting members.

No Research Review Committee member may participate in the review of any research proposal in which the member has a conflicting interest, except to provide information requested by the Committee. The member should not be present during the discussion and voting on the proposal.

The Research Review Committee may, in its discretion, invite individuals with competence and expertise in special areas to assist in the review of issues which require expertise beyond or addition to that available on the Committee. Such individuals may exercise voice but not vote.

The RRC chair will be elected by the membership. This individual should be highly respected, and fully capable of managing the Committee and the matters brought before it with fairness and impartiality.

The university will commit sufficient resources so that each new member and at least two existing members of the committee can attend a national conference on the issue of research review each year.

Each member shall serve a three-year term.

### **8.3.3 The Review Process**

The RRC shall establish a regular meeting time on campus, at least once per month during the standard academic year and at least once over the summer

months. Completed research proposals that are received by the RRC within two weeks of meeting must be acted upon in one of four ways at that meeting: Approval, Approval Pending Modifications, Disapproval, or No Review Required.

Approved proposals may proceed so long as the research conforms with the proposal. Any material change to the research project should be submitted again to the RRC for approval.

Approval pending modifications means that the project may proceed assuming certain changes are made to the project. The RRC will require the faculty member to verify that the changes were made.

Disapproved proposals may not proceed. However, after modifications, projects may be resubmitted.

No Review Required means that the research in question does not fall under the jurisdiction of the RRC, and the research may proceed with no need to have the research reviewed.

Incomplete applications will be returned to the researcher without action.

In approving research, the RRC must determine (1) that the risks to subjects are minimized by using procedures which are consistent with sound research design and which do not unnecessarily expose subjects to risk, (2) that the risks to the subjects are outweighed by the potential benefit to the subject and by the importance of the knowledge to be gained, and (3) that the rights and welfare of the subject are protected by using adequate and appropriate methods to obtain informed consent. The licensed veterinarian has the power to override the approval of proposals involving non-human subjects if he/she has determined that the care, handling, or techniques used in the research do not comply with the guidelines in the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training* and the provisions of the Animal Welfare Act.

Two levels of research review are conducted by the RRC: (1) Full Review which requires a hearing and vote of the entire RRC, and (2) Expedited Review which requires the approval only by an Expedited Review Subcommittee consisting of two RRC members selected by the chair for this purpose.

Expedited Review is permitted for certain minimal risk research. The Expedited Review Subcommittee may Approve, Approve Pending Modifications, Disapprove research proposals in the same manner as the RRC in the case of Full Review. The Expedited Review Subcommittee may make its decisions without a

formal hearing as long as adequate minutes of the discussions are kept. General areas of research for which Expedited Review may be an option are research involving human matter that can be collected in a non-invasive manner (e.g., hair, sweat, saliva, etc.), data collected non-invasively (e.g., weight, EKG, etc.) limited blood sampling, certain dental plaque, voice recordings, exercise by healthy subjects, use of retrospective data and specimens, and non-deception psychological research. Also, surveys and in-class pedagogical research where the risk to subjects is minimal are eligible for Expedited Review. The RRC Chair will inform the RRC of any Expedited Review actions; Full Review of any proposal will be required at the request of any RRC member.

On-going research proposals must be submitted and approved at regular intervals, not less than once a year.

The RRC shall establish the appropriate forms for the submission of research proposals for either Full or Expedited Review.

#### **8.3.4 Grievance Procedure**

Disapproval of proposals should be rare, but cannot in any instance be overridden by university officials. No applicable research may be undertaken at the university without RRC approval.

In the event a faculty member disagrees with the findings of the RRC, that faculty member should: (1) Appeal to the RRC for reconsideration of the proposal including in such an appeal any new evidence or proposal changes that have been made; (2) If no resolution is found in step (1), then the RRC and the faculty will mutually agree to have the proposal considered by another university Institutional Review Board. This board must be a federally approved entity with a current Assurance on file with the DHHS and must be agreeable to both the faculty member and the RRC. The RRC will consider the issue again including the opinion of the mediating IRB, but will not be bound by the decision of the mediating IRB.

Faculty members may file a grievance with Faculty Rights and Responsibilities Committee (FRRC) over perceived violations of procedure. FRRC cannot overturn an RRC decision, but can require the RRC to rehear the proposal.

#### **8.3.5 Accountability**

Faculty will report in their annual report that all applicable research has been review and approved by the RRC.

The RRC will complete an annual report for the faculty and the provost.

#### **8.4 New Course Proposals**

Procedures for proposing and implementing new courses are given in the unit handbooks.

#### **8.5 Committees**

Each of the standing committees of the faculty shall be recognized for their stated functions in faculty and University governance. Ad hoc committees and task forces shall not be used for purposes otherwise within the jurisdiction of a standing committee, except in cases of demonstrable inability of the standing committee(s) to satisfy the objectives.

### **9 Faculty Development**

#### **9.1 Sabbatical Leave**

Sabbatical leave recognizes the need and desirability of full-time faculty members to be absent from regular duties periodically for the purpose of professional growth and renewal. Through such a program of sabbatical leaves, a teaching faculty is strengthened and the level of competence of individual members is enhanced. Sabbatical leaves are generally granted at intervals after six full years, with the sabbatical year not counting toward the six years for the subsequent sabbatical. Sabbatical leaves are usually regarded as a privilege rather than a right and therefore are not automatic but subject to the validity of a given proposal and the availability of funds. One-year sabbaticals are at three-fourths the annual salary of the faculty member; one-term sabbaticals are at full salary. Normally, sabbatical leaves are designed for full-time faculty with at least the rank of assistant professor. If a faculty member delays taking a sabbatical at the request of the University, the time of the delay will be counted toward the next six-year period.

#### **9.2 Praestantia Award**

The Praestantia Award for outstanding teaching is given annually to a member of the undergraduate instructional staff selected by a special committee. Nominees for this award must be full-time ranked members of the instructional staff, and shall not be designated a Professor Emeritus/Emerita in the same year. The committee, chaired by the provost, is composed of former recipients of the Praestantia Awards.

### **10 Outside Employment/Consulting**

No rigid restriction concerning part-time employment outside of Capital University is imposed upon full-time members of the instructional staff, the officers of the administration, and/or the administrative staff. Full-time staff members accepting part-time outside employment, however, must clear such activity with the appropriate dean, vice president, and/or provost to insure that it will not interfere with the discharge of their responsibilities satisfactorily, including service on standing committees of the University and advising. Except where it is apparent that such employment is likely to adversely affect Capital University or their work at Capital University, clearance should normally be given by the appropriate dean, vice president, and/ provost. In the case of the instructional staff, it is essential that office hours be maintained so that students have

access to the instructor on a reasonable basis. It is contrary to University policy to hold a full-time position elsewhere while a full-time employee of Capital University as it would be detrimental to the responsibilities of one or both.

## **11 Scheduling Classes**

### **11.1 Chapel and Convocations**

Capital University provides chapel services and convocations throughout the academic year. Members of the Bexley Campus instructional and administrative staffs are encouraged to attend these services and expected to refrain from scheduling activities that conflict with the time reserved for the weekly chapel service.

### **11.2 Class Cancellation**

It is not appropriate for individual faculty members to cancel classes in inclement weather; in the rare case this happens, it is the responsibility of the faculty member to assure that each commuter student in the course is notified.

## **12 Leaves**

### **12.1 Leaves of Absence with Pay**

#### **12.1.1 Sickness/Disability**

In case of serious illness, accident or hospitalization, the faculty member who has completed one year of full-time service is entitled to one month of full salary sick leave for each year of service, with a maximum of six months in any six-year period.

##### **12.1.1.1 Reporting/Record Keeping**

It is the responsibility of the individual faculty member to advise affected parties (department head and/or dean; students in scheduled classes, committee chairs) in the event illness prevents the meeting of commitments. It is the individual faculty member's responsibility to maintain a record of day's sick leave used.

#### **12.1.2 Vacation- Administrative Personnel and Faculty with Calendar Year Appointments**

12.1.2.1 Four weeks (20 working days) as part of annual contract.

12.1.2.2 In the case of either a first annual appointment occurring after June 1 of an appointment year or in the case of termination of services, the staff person or faculty member who completes six consecutive months of full-time service is entitled to two weeks (10 working days). Provided the staff member or faculty member completes eleven (11) months of

continuous full-time service within the same appointment year, the complete vacation has been earned (20 working days), as provided in the Letter of Appointment.

### **12.1.3 Sabbatical** (See 9.1 Faculty Development-Sabbatical)

#### **12.1.4 Educational/Personal**

A leave of absence is intended for those opportunities or situations that arise at times when a faculty member is not eligible for a sabbatical. For example, faculty members may have the opportunity to become involved in a study or research program that will bring distinction to them and enhance their professional stature. In some situations the faculty member may need a leave of absence for personal reasons which normally would not involve activities that are strictly professional in nature.

A leave of absence is without pay unless in the judgment of those evaluating the request the leave will result in significant benefit to the University. Leaves of absence generally do not count toward the years of service necessary for promotion, tenure, or sabbatical leaves.

Although all fringe benefits are discontinued during leaves of absence, special arrangements may be made for certain coverage provided the faculty member pays the necessary premiums. Complete information on these possibilities is available in the personnel office. If the faculty member decides not to continue any of the medical coverage under the fringe benefit programs, application for reinstatement must be made within 30 days of the effective date of the subsequent Continuing Letter of Appointment. The faculty member is urged to make the necessary arrangements with the director of personnel.

## **13 Tuition Benefits**

Interested persons should contact the Human Resources Office for detailed information on Capital's Tuition Remission, Tuition Exchange and Tuition Payment programs. Information is also posted on line at [capital.edu/cc/hr/policy/tuitionbenefitpolicy.pdf](http://capital.edu/cc/hr/policy/tuitionbenefitpolicy.pdf). It is the employee's responsibility to understand and comply with applicable program requirements. It is the Human Resources Office's responsibility to provide accurate information on these programs including annual tuition benefit program reminders, and to include information on tuition benefit programs as part of the orientation of new employees.

## **14 Compensation**

### **14.1 Payroll Periods**

Faculty and administrative employees are paid on the 25th of each month. Whenever the regularly scheduled payday falls on a holiday, Saturday or Sunday, the check is normally

issued the preceding work day. If the 25th falls during vacation periods, the date of payment remains the 25th.

#### **14.2 W-4 forms**

The deadline for submitting the W-4 form and other necessary paperwork to the personnel office is noon of the 18th of the month in order to receive the first salary check

#### **14.3 Overload Compensation**

Overload compensation, through a supplemental contract, is paid to full-time faculty for teaching and/or advising which exceeds the usual workload. Unless unusual circumstances prevail, overload assignment is not to exceed 25 % of a normal load per academic term. (See Section 8 regarding teaching loads.)

Faculty members who assume responsibilities in excess of normal expectations shall be compensated at the prevailing rate for part-time instruction or on the basis of voluntary agreement mutually satisfactory to the dean and the faculty member. Additional teaching, advising, and administrative duties in institutionally-sponsored extension, evening or summer programs, or other formally organized services not incidental to the duties of the regular academic year shall be arranged on the basis of voluntary agreements mutually satisfactory to Capital University and the professor, and shall be remunerated separately.

An overload appointment may be arranged within a single academic unit or between/among academic units (e.g., an overload appointment between the School of Nursing and the Adult Degree Program). When establishing an overload appointment between two units, the deans of each unit must approve the assignment. The amount of remuneration shall typically be the prevailing amount paid for part-time, per course instructor at Capital University.

Full-time administrative personnel who teach (excluding deans) more than one course must have the authorization of their supervisor and the appropriate dean.

### **15 Dispute Resolution**

Should disagreements arise between or among members of the University community, a variety of approaches may be used to reach resolution. The best interests of all parties can be served if resolution to disputes can be reached through the least confrontational and adversarial means possible. Requests for reconsideration and negotiation, followed by mediation are therefore recommended first steps.

#### **15.1 Reconsideration and Negotiation**

A request for reconsideration is appropriate when an individual does not agree with an action or proposed action. New information, elaboration of differing perspectives, and persuasive arguments are significant in a successful reconsideration. Arguments may be presented in person or in writing and should be directed toward the decision-maker.

Salary matters are handled directly with the appropriate dean, the provost or president in that order.

## **15.2 Mediation**

The intervention and skillful framing of issues and perspectives by a third party may assist individuals with differing views to reach resolution. Speaking with a respected colleague can serve to check reality, identify alternative solutions, and reach compromise or resolution. There are a number of experienced mediators within the campus community.

## **15.3 Appeal Process**

### **15.3.1 Undergraduate Appeal Process for Faculty Salary Evaluations and Recommendations**

In the event a faculty member does not concur in the salary evaluation and recommendation made by the dean, the faculty member may pursue the following procedure.

15.3.1.1 Within five (5) working days, request in writing a conference with the dean. Such request shall specify the reason why the faculty member is not in concurrence. The conference shall be held within five (5) working days after receipt of the request unless it is agreed by the faculty member that more time is needed to arrange the conference.

15.3.1.2 The dean shall notify the faculty member of the reasons for her or his recommendation in writing. If the faculty member does not concur in the recommendation, he or she may enter an appeal with the appropriate committee of the college, following the five (5) day limitation and indicating the basis for the appeal. (The appropriate committee is the one that deals with promotion and tenure decisions for that academic unit.)

15.3.1.3 The committee shall meet with the faculty member within five (5) working days unless it is agreed by the faculty member that more time is needed to convene the committee.

15.3.1.4 The committee shall make its recommendation to the provost and at the same time notify the faculty member in writing of the recommendation.

15.3.1.5 The provost will meet with the faculty member within five (5) working days of receiving the committee's recommendation. Normally the decision of the provost is final. That decision will be communicated in writing to the faculty member involved. The faculty member does have the right to request a conference with the president, but it is incumbent

upon the faculty member to demonstrate why a further appeal is necessary.

### 15.3.2 Tenure Decision Appeal

15.3.2.1 A candidate who has not been recommended by the provost or in the law school, the law dean, for advancement to tenure may appeal to a Hearing Committee as defined in section 15.3.2.7. The candidate must file a written notice with the dean or the provost, as appropriate, of an intent to appeal within fourteen (14) days of being notified of the nonrecommendation.

15.3.2.2 There are three grounds for appeal.

15.3.2.2.1 An appeal may be warranted by evidence that the process described herein has been violated in such a way as to have affected the recommendation negatively.

15.3.2.2.2 An appeal may be warranted by a demonstration that the recommendation is clearly contrary to the evidence.

15.3.2.2.3 An appeal may be warranted by the availability of new evidence, defined as evidence that could not reasonably have been provided by the candidate at the time of the original consideration.

15.3.2.3 The candidate has the right to examine the file and consult with the dean or the provost, as appropriate, in order to determine fully the reasons for the lack of a positive recommendation. Written reasons need not justify the decision, but are provided as a courtesy to the candidate

15.3.2.4 The faculty member prepares in writing reasons for asserting that a recommendation for tenure ought to have been made. The faculty member delivers the same, within fourteen (14) calendar days of his or her written notice of intent to appeal (see 15.3.2.1), to the chair of FRRC with copies to the provost, dean, and chair of the appropriate unit committee (the governing body which makes promotion and tenure recommendations).

15.3.2.5 The chair of the appropriate unit committee, the dean, or the provost, as appropriate, prepares written answers or responses and provides them to the candidate and to FRRC within fourteen (14) calendar days of the receipt of the written appeal.

15.3.2.6 FRRC meets to consider whether the grounds for appeal have

been satisfied. If the committee finds that an appeal hearing is warranted, it calls an appeal session of a Hearing Committee to be held within fourteen (14) calendar days of the FRRC decision. Parties are given at least eight calendar days notice of the hearing. Appeals are heard in executive session.

15.3.2.7 FRRC shall elect a hearing committee of five tenured professors, at least three of whom are from the academic unit of the appellant.

Members of the Hearing Committee who deem themselves disqualified for bias or interest remove themselves from the case either at the request of a party or on their own initiative. The faculty member who has been denied tenure and the University each have a maximum of two challenges without stated cause. FRRC provides a slate of alternative members in order to fill vacancies.

15.3.2.8 The Hearing Committee hears both parties and provides a written recommendation to the president, with a copy to the faculty member, within four calendar days of its meeting.

15.3.2.9 A final recommendation to the Board of Trustees is made by the president. FRRC, at its discretion, may refuse to call successive appeals on the same issue.

## **15.4 Faculty Grievance Policy**

A grievance is the formal expression by a faculty member, an administrator, staff person, or student that he or she has been harmed academically or professionally as the result of (1) a dispute/disagreement over academic or personnel matters covered in this handbook or (2) a malicious, arbitrary, or discriminatory action, including but not limited to, violation(s) of the University's Nondiscrimination Policy, Human Dignity Policy, or Sexual Harassment Policy, by a member of the faculty and for which the normal appeals process is inapplicable. The words "malicious", "arbitrary", and "capricious" are to be accorded their normal dictionary meanings. Should a complaint allege violation of the Nondiscrimination, Human Dignity, or Sexual Harassment Policy, University counsel shall be informed so that the University may investigate and take prompt remedial action.

In any case of a grievance against a faculty member, it is the responsibility of the Faculty Rights and Responsibilities Committee (FRRC) to administer the grievance procedure under the following provisions and to remain informed about the process from its beginning to its final outcome.

### **15.4.1 Definition of a Complaint and Grievance**

A complaint shall be submitted in writing to the chair of FRRC and shall contain

a statement of the facts that constitute the complaint. Such a statement should specify the action(s) that caused academic or professional harm, describe the harm caused, and specify the relief and/or remedy sought.

Upon receiving the written complaint, FRRC shall make an initial determination whether the facts stated in the complaint, if true, would constitute a grievance. If FRRC finds that the complaint does not constitute a grievance, it shall so inform the person (complainant) submitting the complaint.

A complaint becomes a grievance when it is accepted as such by the FRRC in accordance with the procedures herein. If FRRC finds that the complaint, if proven, would constitute a grievance, then FRRC shall notify the person alleged to have committed the offense, hereinafter referred to as the respondent. Not every complaint represents a legitimate grievance. Some matters may be resolved without formal procedures.

#### **15.4.2 Applicability**

These policies and procedures apply to grievances against a faculty member by another faculty member, by a dean, by an administrator, by a staff person, or by a current or former student; and to complaints by faculty members against deans. These policies and procedures shall also apply to complaints against other administrators acting in a faculty role. However, these policies do not apply to grade disputes by students, which are covered in the Student Handbook. A faculty member's grievance against a student, administrator, or staff member will be governed by the applicable provisions of the handbooks covering the conduct of such student, administrator, or staff member. For purposes of this paragraph, the term faculty members shall include full-time, part-time, and adjunct faculty members.

#### **15.4.3 Withdrawal of Grievance**

At any point in the grievance or appeal process, a grievance may be withdrawn and the proceedings will end if both complainant and respondent agree. Written notice of grievance withdrawal shall be given to all parties.

#### **15.4.4 Mediation**

The University prefers mediation as the means of dispute resolution. Each party shall report directly to FRRC whether he/she is willing to engage in mediation. If the parties agree to mediation, a faculty mediator acceptable to both parties shall be appointed by FRRC. The faculty mediator shall contact the parties to the grievance and attempt to resolve the grievance by informal methods of persuasion, mediation, and conciliation. All conversations during the process of attempted mediation and conciliation shall be confidential and not disclosed by the faculty mediator to anyone without the consent of the person making the statement. If either party or the faculty mediator wishes to speak with an advisor

(University counsel or colleague), the requirements of confidentiality stated above shall apply to the advisor as well.

#### 15.4.4.1 Notice to FRRC from Complainant or Faculty Mediator on Outcome of Mediation

In the event of a successful conciliation, the complainant shall notify FRRC in writing that he or she withdraws the grievance, and both parties to the grievance shall notify the FRRC in writing that they accept the results of the conciliation process.

If conciliation is not possible within a reasonable time, as determined by the faculty mediator, but not to exceed sixty (60) calendar days from the first mediation session, he/she shall report to FRRC the inability to effectuate a voluntary conciliation. With the mutual consent of involved parties, mediation can be extended beyond sixty (60) calendar days.

### 15.4.5 Grievance Procedures

#### 15.4.5.1 Appointment of Hearing Committee

If a voluntary conciliation is not reached, the FRRC, after having ascertained willingness of the individual to serve, shall appoint a Hearing Committee to determine the facts involved. Reasonable efforts will be made to ensure that the membership of the Hearing Committee will lead to an unbiased hearing for both parties to the grievance.

15.4.5.2 The Hearing Committee shall consist of five persons, at least four of whom shall be full-time, tenured faculty members, and two of whom shall be faculty members in the academic unit in which the respondent serves.

15.4.5.3 In cases in which the complainant is a student, an administrator, or staff person, FRRC may, at the request of the complainant, appoint a student, administrator, or staff person, respectively, as one of the five members of the Hearing Committee.

#### 15.4.5.4 Challenges to Hearing Committee Membership

Once a Hearing Committee is complete, a list of its members shall be submitted to both parties to the grievance. Each party to the grievance has the right to challenge, without cause, the Hearing Committee membership of two people. Challenges for cause to the membership of the Hearing Committee are allowable at the discretion of the FRRC. Challenges must be submitted in writing to the chair of FRRC within three working days of receiving the proposed membership of the Hearing Committee. The same procedure shall apply to alternate/replacement members, in that after

challenging one alternate member without cause, all other challenges to subsequent alternates must be at the discretion of FRRC, for cause. All challenges by the parties shall take place at the establishment of the Hearing Committee.

#### 15.4.5.5 Hearing Committee Procedures

FRRC shall initiate the hearing process by providing the signed grievance to the respondent and helping to schedule the organizational meeting of the Hearing Committee. The Chair of FRRC and University counsel shall orient the Hearing Committee. University counsel shall be available for consultation.

#### 15.4.5.6 Chair

The Hearing Committee shall elect one member to serve as chair.

15.4.5.7 It is the role of the Hearing Committee to receive and review the relevant information upon which to base its findings. Its procedures shall be informal and investigative rather than adversarial. Formal judicial rules of evidence and procedure shall not apply to this hearing process, nor shall deviations from prescribed procedures or schedules necessarily invalidate a decision unless significant prejudice resulted to either party to the grievance. The grievance procedure shall be administered pursuant to the following rules:

15.4.5.7.1 Both parties shall have an opportunity to present relevant evidence and to respond to the evidence presented by the other party. The hearing may be adjourned, continued, and resumed as deemed necessary by the chair of the Hearing Committee for the accomplishment of these guidelines.

15.4.5.7.2 The Hearing Committee and all aspects of its work shall be impartial, and only committee members who are present for the entire hearing may vote.

15.4.5.7.3 All parties shall be assured confidentiality to the greatest extent possible.

#### 15.4.5.7.4 Participation in University Proceedings

15.4.5.7.4.1 Employees and students shall participate honestly and in good faith in University investigation of complaints, grievance processes, and related proceedings.

15.4.5.7.4.2 No person shall be retaliated against or

subjected to threats or intimidation for participating honestly and in good faith in University investigations and proceedings.

15.4.5.7.4.3 Employees and students shall not knowingly provide or make an untrue statement of fact in complaints, investigation of complaints, and related University proceedings. Persons determined to have made such untrue statements or to have otherwise failed to participate honestly and in good faith in University proceedings may be subject to disciplinary action pursuant to established disciplinary processes.

15.4.5.7.5 Both parties shall have the right to be present at all phases of the hearing except the deliberations of the Hearing Committee.

15.4.5.7.6 Both parties shall have the right to be represented by an advisor or counsel of their choice, provided that the conduct of such advisors and counsel shall be only to advise the parties and not to otherwise participate, and shall be subject to the authority of the chair of the Hearing Committee who is charged to conduct the hearing in a fair, reasonable, and efficient manner. Counsel, if present, may advise clients at the hearing in a reasonable and non-disruptive way but may not participate in the hearing by personally making statements, questioning witnesses, or making objections.

15.4.5.7.7 The hearing shall not be open to persons other than the Hearing Committee, complainant, respondent, their advisors/counselors, and witnesses, unless both the complainant and the respondent agree upon the admission of any other person(s).

15.4.5.7.8 The Hearing Committee does not have subpoena power and cannot compel attendance of witnesses or disclosure of documents. However, the Hearing Committee may, at the request of a party or on its own initiative, request submission of relevant information, and it may draw inferences from a party's failure to produce requested information or to offer reasonable explanation for such failure.

15.4.5.7.9 A record (summary or verbatim) of evidence presented at the hearing shall be assembled. The findings and recommendations of the Hearing Committee shall be based solely upon the evidence presented, as reflected in that record. The

record is the property of the University and shall be maintained by the University counsel.

15.4.5.7.10 University legal counsel will be available to the Hearing Committee for consultation, at their request, but counsel shall not be present at and shall not participate in the deliberation phase of the hearing.

15.4.5.7.11 The applicable burden of proof shall be preponderance of the evidence as is normal in independent college proceedings.

15.4.5.7.12 Testimony at the hearing shall not be under oath, though parties and witnesses may submit sworn statements if they wish.

15.4.5.7.13 Findings and recommendations of the Hearing Committee shall be by majority vote. A minority report is optional; if one is written it shall also be forwarded to FRRC.

15.4.5.7.14 Issuance of Findings and Recommendations by the Hearing Committee  
The Hearing Committee shall issue a written report of its findings and recommendations to FRRC and to the parties to the grievance, with a copy to the provost. The report shall include findings of fact, a decision as to whether the grievance is justified, and, if justified, a recommendation for solving the grievance. If there is no appeal, the findings and recommendations of the Hearing Committee shall be final and shall be forwarded by FRRC to the provost for implementation.

**15.4.6 Appeal of Hearing Committee Findings/Recommendations to FRRC**  
Within ten (10) working days after receiving the Hearing Committee report, either party may notify the chair of FRRC of his/her wish to appeal the Hearing Committee's reported findings and/or recommendations to FRRC. This appeal shall be in writing and shall state the bases for the appeal.

15.4.6.1 If there is an appeal, FRRC may then (a) affirm the Hearing Committee's findings and recommendations and forward the Hearing Committee report to the provost with a recommendation that the Hearing Committee's recommendations be implemented, with or without its own commentary, (b) refer the grievance back to the Hearing Committee with instructions for further consideration, or (c) in exceptional circumstances where there is evidence that the Hearing Committee did not adequately or

fairly consider the grievance, order a new hearing and establish a new Hearing Committee. FRRC does not substitute its judgment for that of the Hearing Committee and provides all parties with written notice of any errors of substance/procedure.

15.4.6.2 If the findings and recommendations of FRRC do not sustain the grievance against the respondent, then the findings of FRRC shall be final. If, on the other hand, the grievance is sustained and findings and recommendations are made against the respondent, the following rights of further appeal shall exist.

#### **15.4.7 Appeal of FRRC Recommendation to the Provost**

Within 10 working days after receiving notice of FRRC's findings and recommendations, the respondent may appeal the recommendations to the provost. Notice of such appeal shall be in writing to the provost, the chair of FRRC, and the complainant; and shall state in detail and with specificity what defects in procedure or substance support the appeal.

15.4.7.1 After due consideration, the provost may either (a) affirm recommendations of FRRC, (b) modify the recommendations of FRRC, or (c) deny the recommendations of FRRC.

15.4.7.2 Within 30 days, the provost shall notify, in writing, the chair of FRRC, the complainant, and the respondent of his/her decision. In those cases in which the provost decides to modify or deny the recommendations of FRRC, such written notice shall state what reasons require his/her decision to modify or deny the recommendations of FRRC.

#### **15.4.8 Appeal of Provost's Decision to the President**

Within 10 working days after receiving notice of the provost's decision, the respondent may appeal to the president. Notice of such appeal shall be in writing to the president, provost, the chair of FRRC, and the complainant, and shall state rationale.

15.4.8.1 After due consideration, the president may either (a) affirm the decision of the provost, (b) modify the decision of the provost, or (c) deny the decision of the provost.

15.4.8.2 If the president modifies or denies the decision of the provost, he/she shall only do so if he/she finds something significantly wrong in the procedures or substance at one of the lower levels.

15.4.8.3 Within 30 days, the president shall notify, in writing, the provost, the chair of FRRC, the respondent, and the complainant of his/her

decision, and in those cases in which the president decides to modify or deny the decision of the provost, such written notice shall state on what basis the decision was made.

#### **15.4.9 Report to the Board of Trustees and Discretionary Appeal**

If the decision of the president does not concur with the recommendations of FRRC, the president shall forward the FRRC report to the Board of Trustees at its next regularly scheduled meeting, and this FRRC report together with the written decision and explanations of the president shall be appended to the minutes of the appropriate meeting of the Board of Trustees. Though there is no automatic appeal to the Board of Trustees after the decision of the president, the Board may, after review of these writings, permit an appeal by a respondent, at the discretion of the Board.

#### **15.4.10 Deference to Hearing Committee Findings**

It is the intention of the University community that the report of the Hearing Committee be given deference and affirmed except in those cases in which there has been specific, significant error in procedure or substance at the Hearing Committee level.

#### **15.4.11 Faculty Grievance Procedure as It Relates to the Tenure Process**

A grievance complaint relating to the tenure process may be submitted at any point in the tenure process. A faculty member may file a grievance either at the point in the process where the allegedly harmful action has taken place or at the point where the harmful effect of the action becomes evident. In either case, the grievance complaint must be filed within a reasonable time, and the filing of the grievance complaint suspends the regular processes of tenure until the grievance is resolved unless the faculty member requests the process continue. All parties involved are required to show good faith in resolving the grievance as soon as possible.

### **15.5 Administrative/Staff Grievance Policy**

**15.5.1 Applicability.** This policy applies to a grievance against an administrator or hourly staff person (hereafter referred to as "staff person") by a student, a faculty member, hourly staff, or administrator (hereafter referred to as "grievant"). A grievance alleges a violation of university policy by the staff person that is damaging to the grievant, or a malicious, arbitrary or capricious action by the staff person that is employment related and damaging to the grievant.

**15.5.2 Submission of Grievance.** A written grievance signed by the grievant should be submitted to the provost or vice president of the division in which the staff person works. A grievance against a vice president or provost should be submitted in writing to the president. A grievance should be submitted within a reasonable period of time following

the incident or circumstances giving rise to the grievance, normally within 30 days.

### **15.5.3 Grievance Process.**

a. The grievance process is instituted by submitting a written statement of the grievance with the provost or vice president of the division in which the staff person works.

(1) Upon receipt of a signed, written statement asserting a grievance, the divisional vice president or provost will appoint a panel as provided in the section (3)(d) below. If the panel concludes that the allegations of the written statement do not constitute a grievance under this policy, the grievant shall be so informed in writing. If it is concluded that the allegations, if true, would constitute a grievance under this policy, the procedures in sections (3) (b)-(f) will apply.

(2) If the person submitting a grievance is unwilling to be identified as the grievant based upon a reasonable fear of retaliation or for other bona fide reason, an investigation will proceed in a manner that is fair to the staff person, including review of documents, provision of opportunity for the staff person to respond to the specific allegations, and interviews of other appropriate persons. The university will protect the confidentiality of the parties to the greatest extent feasible, and will take appropriate action reasonably based only upon reliable information determined in the investigation.

b. A mediator acceptable to the grievant and the staff person will normally be appointed by the provost or divisional vice president to attempt informal and voluntary conciliation of the grievance. Mediation discussions will be treated as confidential by the mediator, grievant and staff person. In the event of a successful conciliation, the grievant should notify the divisional vice president or provost that the grievance is withdrawn, and both parties to the grievance should notify the vice president for legal affairs that they accept the results of the conciliation. The results of the conciliation will be forwarded to the provost or appropriate divisional vice president.

c. If the mediator reports to the provost or divisional vice president that voluntary conciliation is not feasible, a copy of the written grievance will be provided to the staff person. The staff person will be asked to submit a written reply to the grievance, and a copy of that reply will be provided to the grievant.

d. The responsible divisional vice president or provost will appoint a panel to conduct a prompt and thorough investigation of the grievance. Reasonable efforts will be made to ensure that members of the investigative panel will be impartial. The grievant and the staff person will be consulted with respect to the composition of the panel. All parties will be assured confidentiality to the greatest extent feasible. The panel will include (1) at the request of the grievant, either a student (if the grievant is a student), a

faculty member (if the grievant is a faculty member), an hourly staff member (if the grievant is an hourly staff member), or an administrator (if the grievant is an administrator); (2) the vice president for legal affairs; and (3) such other person(s) as may be deemed appropriate in the judgment of the responsible divisional vice president or provost. The divisional vice president or provost will meet with the panel and participate fully in the investigation.

e. The panel will review all pertinent documents and will interview the grievant and the staff person. The panel may interview such other persons as the parties may request or the panel may identify. The grievant and the staff person may be accompanied during the interview by an advisor who is not an attorney, provided that the conduct of such advisor shall be only to advise the parties and not to participate, and shall be subject to the authority of the panel to conduct the interview and investigation in a fair, reasonable and efficient manner. The panel's interviews shall not be open to persons other than the person being interviewed, unless mutually agreed by the grievant, staff person and panel.

f. At the conclusion of its investigation, the panel will issue a written report on its findings to the appropriate vice president or provost.

**15.5.4. Grievance Determination.** The divisional vice president or provost will make a written determination on the grievance, a copy of which will be provided to the grievant, the staff person, and the members of the investigative panel. The president will make a written determination on a grievance against a vice president or provost, a copy of which will be provided to the grievant, the vice president or provost, and the members of the investigative panel.

**15.5.5. Appeal.** The decision of the divisional vice president or provost will be appealable to the president. The president's decision on an appeal is final and will be communicated to the parties and to the members of the investigative panel. The decision of the president on a grievance against a vice president or provost is final.

**15.5.6. Administration of Policy.** The vice president for legal affairs is responsible for administration of this grievance process in a prompt and fair manner. Formal judicial rules of evidence and procedure shall not apply to this grievance process, nor shall deviations from prescribed procedures or schedules necessarily invalidate a decision unless significant prejudice resulted to the complainant or the staff person.

## **16 Indemnification**

### **(Bylaw V - INDEMNIFICATION)**

Capital University shall indemnify every person who is or was a member of the Board of Trustees (or Board of Regents) or officer who is or was a party or threatened to be made a party to any threatened, pending or completed proceeding, whether civil, criminal, administrative or

investigative (including, without limitation, any proceeding threatened or instituted directly by or in the right of the University) by reason of the fact that the person is or was a member of the Board of Trustees (or the Board of Regents) or officer against expenses (including, without limitation, attorney's fees), judgments, fines and amounts paid in settlement reasonably incurred by the person in connection with such proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the University, and, with respect to any criminal proceeding, the person had no reasonable cause to believe the conduct was unlawful. A person claiming indemnification hereunder shall be presumed to have met the applicable standard of conduct set forth herein, and the termination of any proceeding by judgment, order, settlement, conviction, or upon plea of *nolo contendere* shall not, of itself, rebut such presumption.

Notwithstanding the foregoing, the University shall not be obligated hereunder to indemnify any person who was a party to any completed proceeding instituted by or in the right of the University to procure a judgment in its favor with respect to any claim, issue or matter asserted in such proceeding if the person is adjudged to be liable for gross negligence or misconduct (other than negligence) in the performance of the duty of the person to the University.

Any indemnification required hereunder shall be made only upon a determination that the person seeking indemnity has met the applicable standard of conduct. Such determination may be made only by those persons set forth in Section 1702.12(E)(4) of the Ohio Revised Code.

Expenses incurred in defending any proceeding referred to herein shall be paid by the University in advance of the final disposition of such proceeding to or on behalf of the present or former member of the Board of Trustees (or Board of Regents) or officer promptly as such expenses are incurred by the person but only if such person shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such proceeding in defense of which the person shall not have been successful on the merits or otherwise if it shall ultimately be determined that the person is not entitled to be indemnified by the University.

The University shall be mandatorily obligated to indemnify hereunder a present or former member of the Board of Trustees (or Board of Regents) or officer for fees of an attorney privately retained by the person only if independent legal counsel, at the request of the University or the person, opines that due to a real or potential conflict of interest, the counsel for the University may not ethically represent both the University and the person in the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors, and administrators of a person indemnified hereunder.

INDEMNIFICATION POLICY  
Capital University  
Board of Trustees Executive Committee  
April 26, 1993

RESOLVED, That the Executive Committee of the Board of Trustees hereby affirm as University policy that, for purposes of Bylaw V of the Capital University Bylaws providing for indemnification of members of the Board of Trustees and officers, the term “officers” shall include employees, agents, students and volunteers of the University acting within the scope of their employment including service as duly appointed or elected members of University committees;

AND BE IT FURTHER RESOLVED that the Executive Committee express its intention that such University employees, agents and volunteers shall not be subject to the \$2,500 deductible for coverage of officers under the University’s director and officer liability insurance policy and that the University shall indemnify such employees, agents and volunteers against such amounts under such policy;

AND BE IT FURTHER RESOLVED that the Executive Committee direct the administration to communicate this Resolution to the Faculty Rights and Responsibilities Committee and take such steps as may be necessary to implement fully this action of the Executive Committee including any necessary amendments of the University’s director and officer liability policy and of Capital University Bylaw V.

ADOPTED

16.1 No Capital University staff, equipment, or vehicles shall be used to subsidize, sponsor, augment, or provide general assistance to any trip off the campus unless that trip has been approved in writing, has been provided appropriate budgetary support, and/or has been approved by the appropriate budget managers. Those designated as budget managers are the vice-presidents, deans, and the athletic director.

16.1.1 Staff of the University shall not in the name of Capital University represent themselves as such in accompanying, chaperoning, or otherwise sponsoring trips which have neither direct relationship to University activities nor have the direct approval of the University.

16.1.2 Vehicles of the University shall not transport students for free or for rent unless that trip has been approved by the appropriate budget manager and is seen as a valid University activity.

16.1.3 All study, competition, or recreational travel must be approved in writing in advance by the appropriate budget manager. The University's responsibilities as well as the responsibilities of those traveling for all aspects of the trip including expenditures, travel arrangements, and complete budget planning must be approved in advance of the booking of those expenses which would be incurred as part of those activities.

16.1.4 Two weeks before a group leaves, the dean of students or a person serving a similar function in the academic unit, who is designated as the recipient of such travel plans, must have received from the person responsible for a trip the

itinerary, places where students can be reached, a list of all students to be involved, and a thorough explanation of all activities to be undertaken on this trip. It must be on file in the dean of students' office or in the office of a person serving a similar function in the academic unit.

## **17 Procedure to Amend the Faculty Handbook**

17.1 Amendments to the Faculty Handbook can be proposed by the Senate or by the President of the University. The Senate may prescribe a method whereby faculty members can generate and submit to the Senate proposals to amend the Handbook. The President may prescribe a method whereby administrators can generate and submit to the President proposals to amend the Handbook.

17.2 When either the Senate or the President proposes an amendment to the Handbook, the proposal shall be sent to the other party. Every effort shall be made to develop a consensus between the Senate and the President. If both the Senate and the President deem it advisable, a committee consisting of an equal number of faculty members (selected as the Senate shall determine) and administrators (appointed by the President) shall attempt to reconcile any differences.

17.3 If the Senate and the President agree on a proposed amendment to the Handbook, the agreed upon proposal shall be forwarded to the Board of Trustees for approval. If the Senate and the President do not agree, the proposal shall be submitted to the Board of Trustees along with position statements of both the Senate and the President. The President, as the Board's delegate, shall be required to transmit the aforementioned statements, and the Board of Trustees will determine whom it wishes to invite to address it on any relevant issue(s). The final decision will be made by the Board of Trustees.