September 12, 2013

This edition of the *Norms of Faculty Status and Welfare* (often referred to as “*The Faculty Handbook*”) contains norms that apply to the full-time faculty of Canisius College. It replaces the 2007 edition. The Board of Trustees approved this new edition on May 6, 2013 with instruction that it take effect upon promulgation by the President of the College. I hereby promulgate this new *Faculty Handbook* and direct that it be effective as of September 12, 2013.

The 2013 edition includes changes of greater or lesser importance in various sections, with the majority of the changes in *Chapter 6 - Evaluation of Faculty Members*. In general, the revisions provide additional clarification on procedures for tenure and promotion.

I am grateful for the work of the faculty committees involved in bringing this revision to completion, and especially for the leadership and commitment of Rev. Daniel Jamros, S.J. I hope this new *Faculty Handbook* will provide effective support to our efforts to work well together for the common good of our students and the College.

John J. Hurley  
President
CANISIUS COLLEGE

POLICIES AND PROCEDURES

NORMS OF FACULTY STATUS AND WELFARE

(FACULTY HANDBOOK)

September 12, 2013
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CHAPTER 1. INTRODUCTION

The Faculty Handbook is a part of the contract of full-time faculty of Canisius College. It is an official document of the College, recommended by the Faculty Senate and the Academic Administration to the College President. It is accepted and promulgated by the College Board of Trustees. This edition replaces any previously accepted and promulgated version.

The provisions of this Handbook apply to all full-time members of the Canisius College faculty who hold the rank of Instructor, Assistant Professor, Associate Professor, or Professor. This includes faculty on term contracts, faculty in the Faculty Resources Program (FRP), as well as administrators who also hold one of these ranks, but only with respect to their status as faculty members. The status of faculty members holding any adjunct rank is not addressed in this Handbook.

In this Handbook, the expression “junior ranks” refers to the ranks of Instructor and Assistant Professor; the expression “senior ranks” refers to the ranks of Associate Professor and Professor.

Any notification required by provisions of this Handbook is to be given in writing.

In applying these provisions there shall be no discrimination based on age, race, religion or creed, color, sex, national or ethnic origin, sexual orientation, marital status, veteran’s status, genetic predisposition, carrier status, or disability.
CHAPTER 2. FACULTY RESPONSIBILITIES

Founded by the Jesuits in 1870, Canisius College, a Jesuit, Catholic university, is an independent, co-educational, medium sized institution of higher education. It offers undergraduate programs built upon a liberal arts core curriculum, leading to associate and baccalaureate degrees, plus programs in business, education and other professional fields, leading to graduate degrees.

Canisius espouses the idea of academic excellence along with a sense of responsibility to use one’s gifts for the service of others and the benefit of society. It seeks to promote the intellectual and ethical life of its students, helping to prepare them for productive careers as well as for meaningful personal lives and positive contributions to human progress. Its curricular and co-curricular programs are designed to educate the whole person through the development of intellectual, moral, spiritual, and social qualities. It aims to promote the contemporary Jesuit mission of the service of faith and the promotion of justice.

Members of the Canisius College faculty assume all responsibilities inherent in the role of teacher-scholar in such an institution. Chief among these responsibilities are teaching and advising students, scholarly or creative activity, and such other professional service as flows from the role of teacher-scholar. Each faculty member is expected to carry out in a collegial way all other professional obligations described in the Faculty Handbook.

A. Teaching

Teaching is the primary responsibility of the faculty member. Excellence in teaching takes many shapes and cannot be summarized in a simple formula. Nevertheless all excellent teaching evokes deep, active, personal, and intellectual involvement of the student in the subject at hand. Excellent teaching involves students as active participants in learning, not just spectators.

Evidence for the quality of teaching should be gathered from a variety of sources, including such things as student course evaluations and comments; classroom observations; discussions among colleagues; reviews of syllabi, quizzes, exams, and other class handouts; reviews of lecture and seminar notes, laboratory materials and handbooks; and reviews of grading practices.
In carrying out the many and varied activities involved in teaching, faculty members shall meet classes as scheduled, post and maintain reasonable office hours, test their students adequately, adhere to the grading system and other academic policies published in the catalog or elsewhere, abide by the prescribed academic calendar, and administer final examinations (or their equivalent) at the officially scheduled time. Normally a final examination (or its equivalent) must be given in each course during the final examination period. To omit the final examination (or its equivalent) requires the prior approval of the Department Chair. No final examinations (or their equivalent) shall be administered during the final week of class. Faculty members shall also advise students on academic matters, and attend department meetings, general faculty meetings, academic convocations, and commencements.

The basic teaching load is twenty-four undergraduate credit hours during the academic year.

To encourage and support faculty in their professional responsibilities, the Department Chair and the appropriate Dean may agree to authorize teaching load reductions. (See Chapter 7, Section D. below.)

The Department Chair considers and in consultation with the Dean assigns and schedules the courses to be taught, including both undergraduate and graduate courses, as well as both day and evening courses. Traditionally faculty members cover, at no extra compensation, the classes of colleagues who are absent for a limited period.

Faculty members who, in addition to their basic teaching load, teach directed reading, independent study, or tutorial courses shall be compensated at a rate equal to the tuition for one credit hour for each student. Faculty members whose supervision of an internship or practicum is not included in their contractual teaching load shall be compensated at a rate equal to one-half the tuition for one credit hour for each student. But any such additional teaching activities involving extra compensation require the prior approval of the Dean or the Dean’s delegate.

B. Scholarly and Creative Work

Scholarly activity and good teaching should be complementary and mutually supportive. The role of the teacher-scholar requires that the faculty member be expert in her or his profession, know
the relevant literature and methods, skillfully communicate that knowledge to students at different
levels of intellectual development, and contribute actively to the intellectual exchange vital to the
department, the College, and the discipline.

The best judges of scholarly activity are peers in the discipline or in closely allied fields on
this campus and elsewhere who themselves depend on the stimulation, advice, and criticism of their
colleagues. In addition to the professional respect of such colleagues, evidence of scholarship takes
many forms: the creation of innovative courses and teaching materials; active participation in
departmental or interdepartmental colloquia or seminars; design and implementation of research
projects; scholarly writing; applied research; creative projects; receipt of competitive grants or
fellowships for scholarly research; presentations at local, regional, national and international
scholarly meetings; articles published in professionally reputable scholarly journals; scholarly
monographs or books published by commercial publishers or scholarly presses; significant scholarly
book reviews; the review or blind review of journal submissions, conference papers, or book
manuscripts; and reports or papers published in the proceedings of academic associations. The
College expects that every stage in the career of a faculty member will include such scholarly activity
and production.

Evidence of scholarship may vary in quality or type. The quality of evidence, and thus its
weight in evaluative contexts, is determined by the judgment of peers in the faculty member's
discipline, or in closely related disciplines.

Articles published in established scholarly journals of high national or international
reputation in the discipline, and scholarly monographs, books, or literary works published by
commercial or academic presses of undisputed standing establish a presumption of successful
scholarship. Comparable recognition establishes a similar presumption for creative and artistic work.
Departmental evaluators should indicate the significance of the work. To allege inadequacy in the
face of such evidence is to assume a substantial burden of proof. If such presumptive evidence of
scholarly, creative, or artistic efforts is not available, evidence sufficient for promotion or tenure
must include work, which has survived some appropriate form of external peer review.

Other evidence of scholarly or creative work shall be carefully evaluated by departmental
evaluators, and by experts from outside the department or the College if the faculty member, the
departmental committee, the Dean, or the Committee on Faculty Status so chooses. Departmental evaluators should advise faculty members against submitting evidence, which the departmental evaluators judge irrelevant, or without merit.

Canisius College has an obligation to ensure that all research involving human subjects meets regulations established by the United States Code of Federal Regulations (CFR)\(^1\). Faculty conducting research involving human subjects\(^2\) have an ethical as well as professional, and in some cases legal, obligation to ensure the safety, protection, and rights of participants. Canisius College faculty conducting research on-campus or off-campus must seek IRB review and approval prior to data collection\(^3\). More information about the Canisius College IRB review process is available at https://my.canisius.edu/group/staff/collegepolicies.

Canisius College has an obligation to ensure that any research and teaching involving non-human subjects adheres to regulations established by the US Animal Welfare Act, the US Department of Agriculture, the US Public Health Service, and the NY Department of Health. Faculty conducting research and/or teaching activities involving animal subjects have an ethical, professional, and legal obligation to carry out such activities in the most humane way possible and only after non-animal alternatives have been ruled out. Canisius College faculty utilizing vertebrate animal subjects in any research or teaching application, whether on-campus or off-campus, must obtain IACUC review and approval prior to any such use. Additional information about applicable college policies and IACUC procedures can be obtained at https://my.canisius.edu/group/staff/collegepolicies.

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\(^1\) Title 45, part 46.

\(^2\) Defined in 45 CFR 46.102(d) as “a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.”

\(^3\) According to 45 CFR 46.102(f) the phrase ‘human subject’ refers to “a living individual about whom an investigator (whether professional or student) conducting research obtains (1) Data through intervention or interaction with the individual, or (2) Identifiable private information.”

\(^4\) According to 45 CFR 46, the IRB has the authority to approve, to require modification of, and to disapprove proposed human subjects research. The IRB also has the authority to require progress reports from investigators, to oversee the conduct of a study, and to suspend or revoke its approval of ongoing research. An IRB has the authority to suspend or terminate approval of research that is not being conducted in accordance with the IRB’s requirements.
C. Service

Service includes many professional activities related to the mission, goals, and objectives of the faculty member’s department and the College as a whole. The College recognizes the great diversity of service activities and, while acknowledging that no one person can be successful and effective at all of them, expects each faculty member to be actively engaged in significant service, both within and beyond the department.

Some examples of service to the department are membership on department committees, writing grant proposals, organizing colloquia or seminars, surveying library holdings and recommending library acquisitions, designing or evaluating curricula, and advising majors.

Service to the College may also include such activities as membership on College committees including the Faculty Senate and its committees; organizing lectures and seminars; recruitment and retention activities; Freshman Advisement; acting as faculty advisor to student clubs and organizations; assistance with institutional grant-writing; and participation in alumni, public relations, and fund-raising activities.

Service to the community and the scholarly world includes membership and leadership on boards or committees of educational, cultural, philanthropic, charitable, religious, scholarly and professional organizations. Other activities related to the advancement of the community and professions may also be considered service to the College.

Faculty members planning political activities on and off campus should be aware that government regulations prohibit persons or organizations who supervise federally assisted programs from using federal funds for any partisan political activity (one controlled by a single party or group). These restrictions stem from the Hatch Act and several other federal acts and amendments. Since federal funds augment the College’s revenue, the College is prohibited from contributing to any political activity or from reimbursing a faculty member for a political contribution. Questions regarding such activities should be referred to the Vice President for Business and Finance.
D. Outside Faculty Activities

Consulting and other outside activities can have many positive benefits for the faculty member and the College. These benefits include enhanced teaching through the development of applied material, identification of significant research opportunities and the provision of expert service to the community. Canisius College therefore encourages its faculty to become involved in the various communities that are important to it.

Consulting and other outside activities can at times also have a negative impact on the faculty member’s work in the College. The activity may conceivably involve a conflict of interest with the faculty member’s commitment to the College. The scale of activity may interfere with the faculty member’s obligations to the College. The nature of the activity may in some way compromise the reputation of the College.

In general, outside activities, whether paid or volunteered, which enhance the professional status of the individual and benefit the College are to be encouraged. But faculty members should a) limit their consulting and other outside activities to professional activities or other activities which do not detract from the professional standing of the faculty member or the public perception of the College, b) avoid outside professional activities which conflict with the interest of the College, and c) not allow outside professional activities to detract from their professional responsibilities to the College.

If, after giving the faculty member an opportunity to demonstrate otherwise, the Dean judges the nature or the level of outside activity to be in conflict with the faculty member’s professional responsibilities to the college, the Dean may require that it be terminated or limited. Before such a limitation on outside activity takes effect, the affected faculty member may appeal to the Committee on Faculty Status.

E. College Policies

There are many policies which govern the Canisius College community. The content for many of these policies is maintained in a College website at www.canisius.edu/policies. Wherever applicable, faculty members are expected to abide by those policies. Some of these policies impose serious responsibilities on faculty members as participants in the College community.
CHAPTER 3. CONTRACTS: APPOINTMENT AND RENEWAL

Faculty members work on annual contracts, which are initiated at the time of appointment and renewed annually, subject to provisions for performance evaluation and tenure and to special provisions for term contracts. Provisions for tenure are described in Chapter 5; evaluation procedures are described in Chapter 6. Provisions for term contracts are described in this chapter.

A. Appointment

Recruitment of new faculty members is the responsibility of the Department and its Chair in cooperation with the appropriate Dean and the Vice President for Academic Affairs.

Thereafter, recommendations for appointment are made to the President by the Vice President, following which the President will formally make such appointments as are necessary. Appointment will be made by written agreement, and no oral commitments will be made or recognized.

The Department Chair and the appropriate Dean shall advise prospective faculty members during the discussions leading up to an offer of a contract that should there be a decline in enrollment they might not be reappointed, even if their performance is satisfactory.

B. Renewal/Non-Renewal

Reappointment is decided upon following review and determination that the faculty member is performing regular duties well and will continue to do so in the future. Procedures set out in Chapter 6 govern this review and determination.

For compelling budgetary reasons documented by the College Budget Committee, faculty members holding tenure-track positions may be released even if the performance of the affected faculty members is satisfactory. In such cases the Vice President for Business and Finance will provide to the Faculty Senate for its timely review all relevant information used by the College Budget Committee in deciding to cut tenure-track positions. The Faculty Status Committee will
review with the Vice President for Academic Affairs the particular faculty members designated for release, to determine whether they have been selected in an arbitrary or capricious manner.

Should the President decide not to reappoint a faculty member this decision will be made known to the faculty member according to the timetable which the Board of Trustees of Canisius College adopted as its own from the *1970 Interpretive Comments* of the AAUP which may be found in this *Handbook* at the end of Chapter 5 (see *Interpretive Comments*, article 7).

**C. Contract**

Faculty contracts stipulate rank, salary, and duration of employment for each full-time faculty member. Salaries are normally paid in ten installments on the fifteenth of the month, September through June. Faculty members may also choose to be paid over a twelve-month period, September to August.

On or about April 1, the President writes to all faculty members and indicates rank and salary terms for the subsequent year. Those intending to resign from the Canisius College faculty are asked to give notice by January 1. Any faculty member who has decided to retire or to enter the Faculty Resource Program (FRP) is invited but not required to give notice by January 1 in order to facilitate budget and staff planning for the following year. By April 30, it is hoped that all faculty contractual arrangements for the following year will have been completed. Faculty desiring an extension to May 15 may make that request to the President.

**D. Term Contracts**

The use of term contracts is an exceptional practice designed to meet a very specific staffing need. The College must inform the faculty member who accepts such a contract that the appointment is temporary.

Term contracts may be used only on a limited basis when the need has been clearly established by the Department Chair and the appropriate Dean.

The following norms govern the use of term contracts.

1. Term contracts may be used as a one or two year appointment to replace a full-time
faculty member who is on leave or to replace a full-time faculty member who resigns unexpectedly.

2. Term contracts may be used for programs that the College is certain will be terminated. Examples are programs that are created to serve temporary needs or are no longer academically or financially viable but must be phased out.

3. Term contracts may be used for a limited time (not to exceed four years) when the College introduces experimental programs that might be terminated.

4. Term contracts may be used on a year-to-year contingency basis when the Department and the appropriate Dean are unable to find a suitable candidate for the tenure track position which they are authorized to fill.

Under all other circumstances tenure-track contracts will be awarded.

A faculty member’s service on term contracts shall be governed by these norms:

1. Apart from the exceptions noted in 4. below, no one shall be on a term contract for more than four years. By the end of the third year on term contract, a faculty member shall be either a) offered a tenure-track position on the usual timetable; b) offered a final one-year term contract; or c) denied reappointment.

2. A faculty member on term contract must be evaluated annually if the appointment lasts longer than one year.

3. If a faculty member previously on term contract is offered a conventional tenure-track contract, the College will project in writing the faculty member’s tenure decision date based on the standards listed below in Chapter 5. Generally all full-time teaching service at Canisius College while on term contract will be counted toward eligibility for tenure, as will up to three years of full-time teaching service at other institutions of higher education. However, teaching that occurred many years in the past or was in a distinctly different area or involved significantly different responsibilities or took place in a distinctly different institutional setting will not count toward tenure eligibility unless agreed to by both the Department and the Dean. (See Chapter 5 below.)
4. As an exception to the provisions above, a person may be hired to a total of more than
four years on term contracts if a lengthy period of years intervenes between periods
of service on term contracts, or if the new appointment is in an area distinctly
different from the earlier term appointments. In such cases, distant earlier periods of
service do not count toward the threshold for conversion to tenure-track, toward
tenure eligibility, or toward the four-year limit on term contracts. But the new period
of service on term contract is independently subject to the limitations and conditions
set out above.

E. Long-Term Full-Time Faculty Appointments without Tenure

Long-term appointments without tenure are available for individuals who primarily serve a
full-time teaching or field supervision function. Depending on needs of the department, individuals
may have additional obligations such as outreach commitments, special student-related assignments
and other teaching or service responsibilities, but normal teaching or field supervision is their
primary responsibility. Individuals filling these positions are expected to participate in professional
development activities designed to enhance their expertise in the field in which they work. These
appointments do not necessarily include scholarly activity similar to that expected of tenure-track
faculty. The number of such appointments will not exceed 5% of the tenure-track faculty in each of
the three schools of the College, with no more than one such appointment in each department or
program. Years of employment will not count toward tenure. Faculty holding such appointments will
be evaluated according to the assignments they are given. This type of appointment is intended as a
limited exception to the Faculty Handbook’s general commitment to the tenure system,
notwithstanding any apparent inconsistency with statements and provisions elsewhere in the
Handbook. Unless they are incompatible with the terms of appointment spelled out in this paragraph,
all other provisions of the Faculty Handbook apply to individuals holding such appointments.
CHAPTER 4. PROMOTION, RANK, AND HONORS

The purpose of ranks and the goal of promotion is to recognize excellent performance by members of the faculty. Consequently, mere length of service is never a sufficient justification for promotion in rank.

Effective teaching, genuine scholarship as a necessary condition for effective teaching, and other service which advances the goals and objectives of the College are the fundamental elements to be assessed in deciding on promotion and rank. These assessments shall be made in light of the statement on faculty responsibilities in Section 2, and in accord with the procedures for faculty evaluation set out below in Section 6 of this Handbook.

In addition to any general increase in base salary or merit increment that takes effect at the same time, promotion in rank carries with it a special salary increment in an amount periodically established by the President.

The standards of performance for each rank are the following.

**Instructor**

An instructor will hold at least the relevant master’s degree or an acceptable equivalent.

Appointment to this rank presumes limited teaching experience but requires an excellent record as a graduate student, and clear promise as teacher and scholar.

**Assistant Professor**

An Assistant Professor will either possess the relevant terminal degree or have completed all course work toward a terminal degree in an appropriate subject area, or possess an acceptable equivalent for the terminal degree (see below, the paragraph on “Acceptable Equivalence”).

Appointment to this rank requires evidence of teaching competence, potential for scholarship appropriate to the field or discipline, and professional maturity suitable for collegial participation in the work of the College.
Associate Professor

An Associate Professor will possess a terminal degree appropriate to the faculty member’s field, or an acceptable equivalent, and will have at least six years’ experience as a full-time college teacher in the subject area by the time the promotion takes effect. Appointment to this rank is based on actual achievement, and not merely the promise of achievement, in each area of faculty responsibility. The faculty member must have a solid and documented record of effective teaching, of active and collegial participation in relevant service activities, and of scholarly productivity. A successful record of scholarly productivity is most directly and most easily demonstrated by scholarly publication of merit. In the absence of such publication a candidate assumes the burden of demonstrating an appropriate record of scholarly productivity.

Professor

A Professor will possess the appropriate terminal degree or acceptable equivalent, and have at least ten years’ experience as a full-time college teacher in the relevant subject area by the time the promotion takes effect. Appointment to the rank of Professor requires sustained admirable performance as teacher, scholar, and collegial participant in the academic community. To be appointed to this rank a faculty member must demonstrate a continued, energetic, and effective commitment to teaching and working with students. In addition, a record of publication and sustained scholarly activity is expected. Furthermore, a substantial and continuing record of collegial service is necessary.

Professor Emerita/Emeritus

Members of the full-time faculty in the rank of Professor, Associate Professor, or Assistant Professor who have tenure at the time of retirement, have served the College for ten years immediately preceding their retirement, and are recommended as worthy by the faculty member’s department and dean, and by the Committee on Faculty Status, may be accorded the title of Professor Emerita or Professor Emeritus by the President of the College. A request that a faculty member be
granted *Emerita/Emeritus* status may be initiated by any member of the College’s faculty or administration.

Those so honored are entitled to attend academic functions (e.g., convocations, faculty meetings, commencement) and to exercise faculty library privileges. As resources permit, College facilities and services will be provided. The names of those honored by this title will be listed in the College Catalog.

*Bene Merenti*

The College awards special citations of appreciation to full-time faculty members who have completed twenty and forty years of service.

*Acceptable Equivalence*

The acceptable equivalent for the appropriate terminal degree will normally be an alternate relevant degree or professional experience relevant to the faculty member’s teaching assignment, significant in duration and level of responsibility, and recent at the time of hiring or appointment to the rank. Approval of the acceptable equivalent requires the agreement of at least three-quarters of the tenured and tenure-track members of the department, the relevant Dean, and the Academic Vice President. When no department exists, the Committee on Faculty Status will replace the department. The details of the agreed equivalent are contained in the contract offered to the individual.
CHAPTER 5. ACADEMIC FREEDOM AND TENURE

The Board of Trustees of Canisius College has accepted and endorsed as its own the 1940 Statement of Principles and Interpretive Comments (including the 1970 Interpretive Comments) published by the AAUP and AAC and attached at the end of this chapter. In taking this action the Board reserves to itself the interpretation and application of this document.

Recommendations to grant or deny tenure are made by the Committee on Faculty Status and submitted to the President of Canisius College. Final decisions are made by the President. The basic probationary period for tenure candidates is seven years of service as a full-time faculty member in an accredited institution of higher education. Except for the cases noted below, faculty members will normally be notified of the decision to grant or deny tenure by June 30 of their sixth year as a full-time faculty member.

In the case of faculty members with three or more years of full-time teaching experience at another institution of higher education Canisius College requires a four-year probationary period at the College. Notification of the tenure decision for such faculty members shall occur by June 30 of their third year at the College.

Agreement to lengthen the four-year probationary period at the College for faculty with prior service elsewhere may be made if prior service occurred many years in the past or was in a distinctly different area, or if the prior service involved significantly different responsibilities or a significantly different institutional setting, and if the interests of all parties may best be served through such an agreement. In such cases the probationary period at the College will be more than four years (but not exceeding seven years), and must be specified in writing at the time of initial appointment. Such agreement requires the approval of the Department and the Dean.

Agreement by the College to shorten the probationary periods specified above will normally not be granted, but may be granted in exceptional circumstances. Such agreement requires the approval of the Department, the Dean, and the Committee on Faculty Status.

In all cases faculty members shall be notified of their tenure decision more than one year before the end of the applicable probationary period.

A leave of absence is not counted as service when determining eligibility for tenure unless
the Academic Vice President and the party concerned have mutually agreed, in writing, to accept such leave of absence as continued service to the College.

The granting of tenure is dependent primarily on: (a) the current and projected needs of the College and (b) the academic performance of the faculty member.

**Needs of the College**

In making recommendations for the granting or withholding of tenure, the Department, Dean and Academic Vice President will take into consideration the general quality and needs of the College faculty, and the financial and other aspects of the College’s current and projected condition.

**Academic Performance (For Tenure)**

Those who seek tenure at Canisius bear the burden of demonstrating actual achievement and not merely potential for achievement in each area of faculty responsibility. In addition to satisfactory completion of the required probationary period at Canisius, the faculty member of junior rank must have a solid and documented record of effective teaching, of active participation in relevant service activities, and of scholarly productivity. A successful record of scholarly productivity is most directly and most easily demonstrated by scholarly publication of merit. In the absence of such publication a candidate assumes the burden of demonstrating an appropriate record of scholarly productivity. Faculty members of senior rank who are seeking tenure must demonstrate achievement and qualifications at the levels required for their rank. Since the requirements for tenure are substantially the same as those required for promotion to associate professor, in the normal case the individual will apply for promotion to associate professor and for tenure simultaneously and will be either granted or denied both tenure and promotion at the same time.
Extending the Probationary Period for Tenure

Upon request, faculty members may be granted a single one-year extension of the probationary period (not to be confused with a leave of absence) under the following circumstances:

1. for the birth of a child, to care for the child;
2. for the placement of a child with the faculty member through adoption or foster care, to care for the newly placed child;
3. to care for a spouse, child, or parent with a serious health condition; or
4. to care for the faculty member’s own health conditions.

A request to extend the probationary period should be made in writing to the department chair or program director and to the appropriate academic dean no later than April 1 prior to the final year of the probationary period or as soon as reasonably possible. The request explains in general terms the reasons for the requested extension. The request is also forwarded to the Human Resources Office.

In each of the circumstances listed above, the faculty member remains employed full-time, receives full salary, and continues to meet the assigned teaching schedule.

A faculty member requesting extension due to a serious health condition of a spouse, child, or parent, or due to the faculty member’s own health condition must submit medical certification from the relevant health care provider. Medical certification forms may be obtained from the Human Resources Office. Failure to provide medical certification may result in a denial of the extension.

The College at its own expense may require an examination by a second health care provider designated by the College. The College may also require periodic medical verification.

If the request is for care of a child by birth, by adoption, or through foster care placement, certification must be submitted from an appropriate authority such as an attending physician or midwife, an official from an adoption agency, or an administrator of a foster care organization.

Extending the probationary period does not halt the normal process of annual evaluation for untenured faculty members. They are also subject to all the actions and recommendations that can normally be proposed by evaluators at the level of the department, the chair, the dean, and the Committee on Faculty Status.
A faculty member who has taken a Medical or other FMLA Leave during the tenure probationary period may also choose to request an extension of the probationary period subject to the conditions listed above. But a faculty member is not required to take such a leave in order to be eligible for an extension, and such a leave does not itself automatically extend the probationary period.

Appointments with Tenure

In some cases the appointment of external candidates to a senior faculty rank or high administrative position includes the granting of tenure. In such cases the usual extensive process of probation, evaluation, and recommendation described elsewhere in the Faculty Handbook does not fit the circumstances of the search and hiring process. Instead the following conditions apply:

1. Normally the candidate will have already successfully completed a probationary period and will have been granted tenure or its equivalent at an institution that awards baccalaureate degrees.

2. The prospective academic department will have the opportunity to review the candidate’s academic credentials and curriculum vitae, to offer a timely tenure recommendation, and/or to raise in a timely fashion any objection or concern that arises from its review of the candidate’s credentials.

3. The Committee on Faculty Status will also have the opportunity to review both the candidate’s academic credentials and curriculum vitae and any recommendation offered by the relevant academic department, to offer a timely tenure recommendation, and/or to raise in a timely fashion any objection or concern that arises from its review of the candidate’s credentials.

4. In the case of appointments to an administrative position with tenure in an academic department, these reviews by the relevant academic department and by the Committee on Faculty Status will be undertaken only for a candidate that the search committee has proposed to the President for appointment with tenure.

5. In the case of appointments to a faculty position with tenure, the recommendation regarding tenure is normally made by the departmental committee that recommends
appointment. The Dean may choose to reject the recommendation and send it back to
the committee, or to endorse it and send it on to the Committee on Faculty Status for
its review and recommendation to the President.

6. If circumstances preclude the timely convening of the entire membership of the
Committee on Faculty Status, those members of the Committee who are able to meet
may recommend or offer objections or concerns by simple majority of those present.
At least four faculty members should be present at this meeting.

7. As is always the case in tenure decisions, all recommendations to the President are
advisory and the President’s decisions are final.
ACADEMIC FREEDOM AND TENURE:

1940 Statement of Principles and Interpretive Comments

In 1940, following a series of joint conferences begun in 1934, representatives of the American Association of University Professors and of the Association of American Colleges agreed upon a restatement of principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure. This restatement is known to the profession as the 1940 Statement of Principles on Academic Freedom and Tenure.

The 1940 Statement is printed below, followed by Interpretive Comments as developed by representatives of the American Association of University Professors and the Association of American Colleges during 1969.

The following organizations officially endorsed the 1940 Statement in the years indicated.

Association of American Colleges 1941
American Association of University Professors 1941
American Library Association (adapted for librarians 1946
Association of American Law Schools 1946
American Political Science Association 1947
American Association of Colleges for Teacher Education (*a) 1950
American Association for Higher Education (*b) 1950
Eastern Psychological Association 1950
American Philosophical Association:
Western Division 1952
Eastern Division 1953
Southern Society for Philosophy and Psychology 1953
American Psychological Association 1961
American Historical Association 1961
Modern Language Association of America 1961
American Economic Association 1962
American Farm Economic Association 1960
American Philosophical Association, Pacific Division 1962
Midwest Sociological Society 1963
Organization of American Historians (*c) 1963
American Philosophical Association 1963
American Council of Learned Societies 1963
Speech Association of America 1963
American Sociological Association 1963
Southern Historical Association 1963
American Studies Association 1963
Association of American Geographers 1963
Southern Economic Association 1963
Classical Association of the Middle West and South 1964
Southwestern Social Science Association 1964
Archaeological Institute of America 1964
Southern Management Association 1964
American Educational Theatre Association 1964
South Central Modern Language Association 1964
Southwestern Philosophical Society 1964
Council for the Advancement of Small Colleges 1965
Mathematical Association of America 1965
Arizona Academy of Science 1965
American Risk and Insurance Association 1965
Academy of Management 1965
American Catholic Historical Association 1966
American Catholic Philosophical Association 1966

Association for Education in Journalism 1966
Western History Association 1966
Mountain-Plains Philosophical Conference 1966
Society of American Archivists 1966
Southeastern Psychological Association 1966
Southern Speech Association 1966
American Association for the Advancement of Slavic Studies 1967
American Mathematical Society 1967
College Theology Society 1967
Council on Social Work Education 1967
American Association of Colleges of Pharmacy 1967
American Academy of Religion 1967
American Catholic Sociological Society 1967
American Society of Journalism School Administrators 1967
John Dewey Society for the Study of Education and Culture 1967
South Atlantic Modern Language Association 1967
American Finance Association 1967
Catholic Association 1967
United Chapters of Phi Beta Kappa 1968
American Society of Christian Ethics 1968
American Association of Teachers of French 1968
Appalachian Finance Association 1968
Association of Teachers of Chinese Language and Culture 1968
American Society of Plant Physiologists 1968
University Film Association 1968
American Dialect Society 1968
American Speech and Hearing Association 1968
Association of Social and Behavioral Scientists 1968
College English Association 1968
National College Physical Education Association for Men 1969
American Real Estate and Urban Economics Association 1969
History of Education Society 1969
Council for Philosophical Studies 1969
American Physicists Association 1969
American Musicological Society 1969
American Association of Teachers of Spanish and Portuguese 1969
Texas Junior College Teachers Association 1970

5 Included at the end of Chapter 5 of this Handbook are two AAUP documents: 1940 Statement of Principles and Interpretive Comments and 1970 Interpretive Comments. See the opening paragraph of Chapter 5.
Academic Freedom

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

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.[2] Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.[3]

(c) The college and university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.[4]

Academic Tenure

(a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies. In the interpretation of this principle it is understood that the following represents acceptable academic practice:

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

2. Beginning with appointment to the rank of full-time instructor or a higher rank,[5] the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that the new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years.[6] Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that
period.\[7\]

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.\[8\]

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an advisor of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.\[9\]

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

1940 Interpretations

At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure were agreed upon:

1. That its operation should not be retroactive.
2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.
3. If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph (c) of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under paragraph (a) (4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

1970 Interpretive Comments

Following extensive discussions on the 1940 Statement of Principles on Academic Freedom and Tenure with leading educational associations and with individual faculty members and administrators, a joint committee of the AAUP and the Association of American Colleges met during 1969 to reevaluate this key policy statement. On the basis of the comments received, and the discussions that ensued, the joint committee felt the preferable approach was to formulate interpretations of the Statement in terms of the experience gained in implementing and applying the Statement for over thirty years and of adapting it to current needs.

The committee submitted to the two associations for their consideration the following "Interpretive Comments." These interpretations were adopted by the Council of the American Association of University Professors in April 1970 and endorsed by the Fifty-sixth Annual Meeting as Association policy.

In the thirty years since their promulgation, the principles of the 1940 Statement of Principles on Academic Freedom and Tenure have undergone a substantial amount of refinement. This has evolved through a variety of processes, including customary acceptance, understandings mutually arrived at between institutions and professors or their representatives, investigations and reports by the American Association of University Professors, and formulations of statements by that association either alone or in conjunction with the Association of American Colleges. These comments represent the attempt of the two associations, as the original sponsors of the 1940 Statement, to formulate the most important of these refinements. Their incorporation here as Interpretive Comments is based upon the premise that the 1940 Statement is not a static code but a fundamental document designed to
set a framework of norms to guide adaptations to changing times and circumstances.

Also, there have been relevant developments in the law itself reflecting a growing insistence by the courts on due process within the academic community which parallels the essential concepts of the 1940 Statement; particularly relevant is the identification by the Supreme Court of academic freedom as a right protected by the First Amendment. As the Supreme Court said in *Keyishian v. Board of Regents* 385 U.S. 589 (1967), "Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom."

The numbers refer to the designated portion of the 1940 Statement on which interpretive comment is made. -22-

1. The Association of American Colleges and the American Association of University Professors have long recognized that membership in the academic profession carries with it special responsibilities. Both associations either separately or jointly have consistently affirmed these responsibilities in major policy statements, providing guidance to the professor in his utterances as a citizen, in the exercise of his responsibilities to the institution and students, and in his conduct when resigning from his institution or when undertaking government-sponsored research. Of particular relevance is the *Statement on Professional Ethics*, adopted by the 52nd annual meeting of the AAUP as Association policy and published in the *AAUP Bulletin* (Autumn, 1966, pages 290-291.)

2. The intent of this statement is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for the teacher to avoid persistently intruding material which has no relation to his subject.

3. Most church-related institutions no longer need or desire the departure from the principle of academic freedom implied in the 1940 Statement, and we do not now endorse such a departure.

4. This paragraph is the subject of an interpretation adopted by the sponsors of the 1940 Statement immediately following its endorsement which reads as follows:

If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph (c) of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under paragraph (a) (4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

Paragraph (c) of the 1940 Statement should also be interpreted in keeping with the 1964 *"Committee A Statement on Extramural Utterances*" (AAUP Bulletin 51 [1965]: 29), which states inter alia: "The controlling principle is that a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for his position. Extramural utterances rarely bear upon the faculty member's fitness for his position. Moreover, a final decision should take into account the faculty member's entire record as a teacher and scholar."

Paragraph V of the *Statement on Professional Ethics* also deals with the nature of the "special obligations" of the teacher. The paragraph reads as follows:

As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a private person he avoids creating the impression that he speaks or acts for his college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary as well as to the tenured teacher, but also to all others, such as part-time and teaching assistants, who exercise teaching responsibilities.

5. The concept of "rank of full-time instructor or a
"higher rank" is intended to include any person who teaches a full-time load regardless of his specific title.

6. In calling for an agreement "in writing" on the amount of credit for a faculty member's prior service at other institutions, the Statement furthers the general policy of full understanding by the professor of the terms and conditions of his appointment. It does not necessarily follow that a professor's tenure rights have been violated because of the absence of a written agreement on this matter. Nonetheless, especially because of the variation in permissible institutional practices, a written understanding concerning these matters at the time of appointment is particularly appropriate and advantageous to both the individual and the institution.

7. The effect of this subparagraph is that a decision on tenure, favorable or unfavorable, must be made at least twelve months prior to the completion of the probationary period. If the decision is negative, the appointment for the following year becomes a terminal one. If the decision is affirmative, the provisions in the 1940 Statement with respect to the termination of services of teachers or investigators after the expiration of a probationary period should apply from the date when the favorable decision is made.

The general principle of notice contained in this paragraph is developed with greater specificity in the Standards for Notice of Nonreappointment, endorsed by the Fiftieth Annual Meeting of the American Association of University Professors (1964). These standards are:

Notice of nonreappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:

(1) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

(2) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.

(3) At least twelve months before the expiration of an appointment after two or more years in the institution.

Other obligations, both of institutions and of individuals, are described in the Statement on Recruitment and Resignation of Faculty Members, as endorsed by the Association of American Colleges and the American Association of University Professors in 1961.

8. The freedom of probationary teachers is enhanced by the establishment of a regular procedure for the periodic evaluation and assessment of the teacher's academic performance during his probationary status. Provision should be made for regularized procedures for the consideration of complaints by probationary teachers that their academic freedom has been violated. One suggested procedure to serve these purposes is contained in the Recommended Institutional Regulations on Academic Freedom and Tenure, prepared by the American Association of University Professors.

9. A further specification of the academic due process to which the teacher is entitled under this paragraph is contained in the Statement on Procedural Standards in Faculty Dismissal Proceedings, jointly approved by the American Association of University Professors and the Association of American Colleges in 1958. This interpretive document deals with the issue of suspension, about which the 1940 Statement is silent. The 1958 Statement provides: "Suspension of the faculty member during the proceedings involving him is justified only if immediate harm to himself or others is threatened by his continuance. Unless legal considerations forbid, any such suspension should be with pay." A suspension which is not followed by either reinstatement or the opportunity for a hearing is in effect a summary dismissal in violation of academic due process.

The concept of "moral turpitude" identifies the exceptional case in which the professor may be denied a year's teaching or pay in whole or in part. The statement applies to that kind of behavior which goes beyond simply warranting discharge and is so utterly blameworthy as to make it inappropriate to require the offering of a year's teaching or pay. The standard is not that the moral sensibilities of persons in the particular community have been affronted. The standard is behavior that would evoke condemnation by the academic community generally.
CHAPTER 6. EVALUATION OF FACULTY MEMBERS

A. Guiding Principles

1. All faculty evaluations shall be prepared, deliberated, and decided under procedures designed to assure responsibility by, and fairness to, all interested parties.

1.1. To avoid even the appearance of a conflict of interest, faculty members shall not evaluate, or be evaluated by, any close relative (parent, child, sibling, spouse, in-law) of theirs, or any person (or a close relative of this person) with whom they have or have had a compromising relationship.

1.2. Evaluations are an important responsibility of every faculty member. They document a faculty member’s performance, affect the allocation of possible merit pay, and help untenured tenure-track faculty prepare for the tenure application.

1.3. All evidence, information, and recommendations upon which the deliberative and appeal processes are based shall be documented in writing and kept in the faculty member’s permanent evaluative file. Decisions about a faculty member’s performance are normally based on this file.

1.3.1. The file kept in the office of the Vice President for Academic Affairs shall include evaluative letters from the department, deans, status committee, narratives submitted by the faculty member, tables of contents from dossiers submitted for tenure or promotion, and the like. Supporting evidence may be returned to the faculty member for safekeeping, because of limited space in this office.
B. The College Community

2. All members of the College community shall be free to submit for inclusion in this file whatever written documentation they judge relevant to decisions affecting the faculty status of any member of the faculty, subject to provision 3.5 below, and subject to the judgment of the Academic Vice President a) that the submission does not raise issues to be addressed under some other College policy or procedure, such as the Harassment Policy or the Standards of Ethical Conduct, and b) that inclusion of the material would not conflict with the guiding principle enunciated in 1., above. Such judgments by the Academic Vice President may be appealed to the Evaluation Review and Appeals Committee.

2.1 To assure a continuing student contribution to evaluation of courses and teaching, evaluative instruments shall be made available on a regular basis by the Vice President for Academic Affairs.

2.2 Each member of the faculty shall be free to decide the extent of his or her use of any instruments and procedures for student evaluation, including the use of class time.

B. The Faculty Member

3. The faculty member has the primary responsibility for providing information to serve as a basis for evaluation of academic performance, and has the right to be informed of the bases for and the results of any evaluation or recommendation affecting faculty status.

3.1 Each faculty member shall prepare an annual written report of professional activity covering the period from July 1 to June 30.

3.1.1 This report shall be submitted to the Department Chair by October 15 of the next academic year and shall become part of the faculty member’s permanent evaluative file.

3.1.2 However, a faculty member applying for tenure or promotion will submit this report to the Department Chair by October 1, along with the application. By October 30, the department will submit its recommendation to the Dean,
whose own recommendation will be ready for the faculty member’s signature by November 30.

3.1.3 Faculty members have the responsibility for providing sufficient information to support adequate evaluation of their performance in each of the three areas of faculty responsibility described above in Chapter 2.

3.1.4 In particular each member of the faculty will include periodically in this annual report peer evaluations of his or her teaching. Some examples of peer evaluations might be reports of classroom visitations, departmental reviews of syllabi and class materials provided by the faculty member, or departmental reviews of grading practices. A faculty member may also provide peer evaluations by sources outside the College.

3.2 A faculty member who wishes to place materials in her or his permanent file may do so either by submitting such materials with the annual report of professional activity, or by sending them directly to the Vice President for Academic Affairs with a written request that they be placed in the file. However, the Vice President for Academic Affairs may decide to return the new materials to the faculty member for safekeeping.

3.3 Each faculty member is strongly encouraged to review the contents of the file regularly to ascertain that all relevant materials are included. In particular, every faculty member should do this early in each academic year in which a promotion or tenure application is submitted.

3.4 No evidence, information, or recommendation shall be put into a faculty member’s evaluative file until the faculty member has been given a reasonable opportunity to respond.

3.5 No evidence, information, or recommendations shall be used as a basis for deliberation and decision about the faculty member unless the faculty member in question has been afforded a reasonable opportunity to review and respond in writing to any evidence offered or to the substance of any judgment, charge, or allegation.

3.5.1 Subject to the condition that the faculty member have a reasonable time to respond, this opportunity may be offered at any time prior to the first use of
the documentation as a basis for deliberation, appeal, and decision.

3.5.2 Evidence that such an opportunity has been offered shall be attached to the documentation itself, accompanying it through every stage of deliberation and appeal in which the documentation figures.

3.5.3 Any comment or response by the faculty member concerned shall also accompany the documentation.

3.5.4 The only exception to provision 3.5 shall be letters of recommendation received during the initial appointive process.

3.5.5 Provision 3.5 shall not be construed as seeking to inhibit the fullest deliberative discussion of the meaning and implications and weight of the evidence in the file. It shall be construed as prohibiting the introduction of new evidence or allegations without advance notice to the faculty member.

3.6 Except for the letters of recommendation noted above in 3.5.4, a faculty member, upon notification one working day in advance, shall have the right to examine all materials placed in the permanent evaluative file since September 1, 1973, as well as a summary of the substance of all positive and negative materials placed in the file prior to that date.

3.6.1 All materials used in evaluating the faculty member shall be included in this file.

3.6.2 Except as otherwise provided, no material may be removed from the file without the consent of both the faculty member and the Vice President for Academic Affairs.

3.6.3 Although none of the contents of the file may be borrowed, the faculty member shall be provided, at the faculty member’s own request, with copies of any of the materials in the file.

3.7 No provision contained herein shall be construed as a limitation upon or waiver of any legal right of access now or subsequently existing regarding a faculty member’s own permanent evaluative file.

3.8 The faculty member shall normally be advised in advance of any classroom visitation
made to evaluate the faculty member’s teaching.

3.8.1 In order for observations made during class visitations to be used as a basis
for evaluations affecting the faculty member’s status, they must be included
in a written report placed in the faculty member’s permanent evaluative file in
accord with the provisions set out above regarding that file.

3.9 Primary responsibility for requesting promotion rests with the faculty member. But
the process may be initiated by the faculty member, the Chair, or the appropriate
Dean.

3.9.1 If a request for promotion has been denied, a new request shall not be
entertained until the second year after the denial, unless the Committee on
Faculty Status sets some shorter time in a particular case.

D. The Department

4. Each Department is responsible for (1) the periodic evaluation of the professional work as
described in Chapter 2 for each member of the department; and (2) the special evaluation
required for promotion and the award of tenure.

4.1 Normally, departmental evaluations shall constitute the major evidence of the faculty
member’s competence in the areas of teaching, scholarship, and service.

4.1.1 All departmental evaluations must be written.

4.1.2 A departmental evaluation must present the majority view of those evaluating
the faculty member. Minority reports may be included as part of the
evaluation.

4.1.3 Evidence of the faculty member’s opportunity to review the evaluation,
together with any written comment the faculty member might choose to
append, must be attached to the evaluation and included in the faculty
member’s permanent evaluative file.

4.2 The following sections apply to both periodic and special evaluations.

4.2.1 Those charged with making departmental recommendations shall use those
guidelines on promotion and rank stated in this Handbook which bear on
competence as teacher and scholar in the discipline of the department, and
service to the college.

4.2.2 Those charged with making departmental evaluations are to have access to
the faculty member’s most recent departmental evaluation, and to any
teaching evaluations, annual reports, or other relevant statements submitted
by the faculty member since the last departmental evaluation.

4.2.3 With prior knowledge of the faculty member and as a part of a comprehensive
departmental evaluation of a faculty member’s teaching, the Department
Chair and others charged with making departmental evaluations may visit
classes and include the results of such observations in the departmental
evaluation. In the case of untenured faculty members this process should be
followed.

4.2.4 The departmental evaluators shall have access to the complete contents of the
faculty member’s permanent evaluative file.

4.3 Sections 4.3 – 4.5 deal with periodic evaluations; see 4, above. Section 4.4 identifies
the persons who evaluate; 4.5, what they evaluate.

4.3.1 The periodic departmental evaluation shall be prepared following policies and
procedures which are determined by majority vote of the department and
which are judged by the Committee on Faculty Status to be in accord with all
relevant provisions of this Handbook.

4.3.2 A formal written evaluation shall be submitted annually for inclusion in the
permanent evaluative file of each faculty member.

4.4 A department may choose to authorize its Chair to prepare the department’s periodic
formal evaluation of its members, except for (1) the Chair and (2) untenured tenure-
track faculty members. In those cases departmental evaluations and recommendations
must be the product of a departmental committee and be signed by each member of
the committee.

4.4.1 Upon request, a tenured faculty member has the right to a departmental
evaluation by committee rather than by the Chair alone, even when the
department has delegated to its Chair the responsibility for evaluating its
faculty members.

4.4.2 Every department should encourage each of its tenured members to evaluate
each of its untenured tenure-track members at least once prior to the year of
the tenure application.

4.5 The departmental evaluation shall (1) review the faculty member’s performance in
teaching, scholarship, and service, and (2) when appropriate, offer recommendations
concerning change in faculty status.

4.5.1 The departmental committee evaluating the Chair shall review the Chair’s
work as a faculty member, treating administrative work as a form of service.

4.5.2 A faculty member who has received a reduced load shall be evaluated
according to the work performed. The faculty member shall not be penalized
for a reduced load.

4.5.3 A faculty member who has been on sabbatical shall be evaluated according to
the progress of the sabbatical project, and not according to other expectations.

4.6 The following items deal with special evaluations; see 4 above.

4.6.1 A special evaluation is required for tenure. Normally in such cases, the
departmental committee shall be composed of all full-time tenured members
of the department, all of whom shall cast a vote by secret ballot. When the
departmental vote is divided, both a majority report and a minority report may
be submitted.

4.6.2 In any year in which a faculty member is to be considered for promotion, a
written evaluation covering the faculty member’s performance since the last
change in status shall be submitted by the department for inclusion in the
faculty member’s permanent evaluative file.
E. The Dean

5. Whenever a formal departmental evaluation is submitted, or whenever there is good reason, the Dean of the school shall offer recommendations concerning the work and status of the faculty member.

5.1 The Dean’s recommendations shall be based chiefly on assessment of (1) the faculty member’s professional work as described in Chapter 2, (2) the general quality and needs of the College faculty, and (3) the financial and other aspects of the College’s current and reasonably projected condition.

5.2 With the prior knowledge of the faculty member and as a part of a comprehensive evaluation of a faculty member’s teaching, the Dean or the Dean’s delegate may, and especially in the case of new faculty members should, visit one or more classes and include the results of such observations in any written evaluation influenced by the visits.

5.3 The Dean shall ensure that departmental evaluations have followed proper procedure.

5.4 When the Dean’s evaluation or recommendation disagrees with the departmental evaluation or recommendation on any matter, the Dean’s recommendation shall be accompanied by a written explanation of the specific reasons for the differing evaluation or recommendation.

5.5 The Dean’s recommendation, together with any accompanying documentation or justification, shall be included in the faculty member’s permanent evaluative file.

5.6 Evidence of the faculty member’s opportunity to review the Dean’s recommendation, together with any written comment the faculty member might choose to append, shall be attached to the recommendation and be included in the faculty member’s permanent evaluative file.
F. The Committee on Faculty Status

6. The Committee on Faculty Status shall bear the primary though not ultimate responsibility for all decisions affecting contract termination or renewal, tenure, or rank of full-time faculty members, with the exception noted in 6.5.

6.1 Since the Committee on Faculty Status evaluates full-time faculty, the grouping of faculty representatives on this committee is determined by the proportion of full-time faculty in each of the major academic units of the College.

6.2 The Committee shall consist of the Academic Vice President; the Dean of the College of Arts and Sciences; the Dean of the Richard J. Wehle School of Business; the Dean of the School of Education and Human Services; and eight faculty members elected by the faculty under procedures established by the Faculty Senate subject to the conditions listed below.

6.2.1 Except as provided below (cf. 6.2.3), elected members of the Committee shall be tenured professors or associate professors. Three shall be elected at large from the entire full-time faculty; one shall be elected from the Richard J. Wehle School of Business; one from the School of Education and Human Services; and three from the College of Arts and Sciences as follows: one from the humanities, one from the social sciences, and one from the natural sciences or mathematics.

6.2.2 Members shall be nominated by themselves or their departments, approved by vote of the Faculty Senate or by a petition of any twelve members of the faculty, and elected by the faculty at large.

6 Departments included: Accounting; Economics and Finance; Management; Marketing and Information Systems.

7 Departments and programs included: Counseling and Human Services; Graduate Education and Leadership; Kinesiology; Office of Professional Studies; Teacher Education.

8 Departments and programs included: Classics; English; Fine Arts; History; Modern Languages, Literatures, and Cultures; Philosophy; Religious Studies and Theology.

9 Departments and programs included: Communication Studies; Political Science; Psychology; Sociology/Anthropology/Criminal Justice.

10 Departments included: Animal Behavior, Ecology and Conservation; Biology; Chemistry and Biochemistry; Computer Science; Mathematics and Statistics; Physics.
6.2.3 There shall be at least two nominees from the appropriate group for each position to be filled.

6.2.4 Elected members shall normally serve staggered terms of three years.

6.2.5 No more than one member of any academic department shall serve as an elected member of the Committee at the same time.

6.3 The Committee shall observe the following procedures.

6.3.1 The Committee shall elect its own chair from among the elected members of the Committee.

6.3.2 Committee votes shall be recorded with an indication of the number of votes on each side.

6.3.3 Eight affirmative votes are required to recommend tenure, promotion, or dismissal of a tenured faculty member. An abstention is equivalent to a negative vote.

6.3.4 If one or more members of the committee recuse themselves because of provision 1.1 (above), the chair will appoint as temporary substitutes past members of the committee, preferably from the same representative group and with recent experience.

6.3.5 A committee member who has not been present for the Committee’s discussion of a case may not participate in the vote on that case.

6.3.6 Except for the reasons noted in 1.1 and 6.3.5 above, a member of the Committee shall not be excluded from any decisions affecting a member of his or her own department (in contrast to 7.1.5 below).

6.3.7 The Committee has the right, after voting on a case, to reopen it in light of new evidence.

6.4 The Committee shall base its decision on (1) the faculty member’s professional work as described in Chapter 2, (2) the general quality and needs of the College faculty, and (3) the financial and other aspects of the College’s current and reasonably projected condition.
The Committee will not itself directly receive complaints, conduct hearings, or judge issues of fact regarding allegations of harassment, though the Committee may, at the request of an affected faculty member, function as a review body, following the Committee’s usual rules regarding evidence and procedures, to advise the President a) whether a formal hearing conducted under the College’s Harassment Policy has been procedurally and substantively fair, and b) if so, whether the sanction recommended is a reasonable one in view of the record of the hearing. No further review of harassment findings by the Evaluation Review and Appeals Committee is available. After action by the Committee on Faculty Status all documentation relevant to the harassment charges shall be removed from the faculty member’s evaluative file and be handled in accord with the College’s policy on harassment.

The Committee shall have access to all materials in the faculty member’s permanent evaluative file.

The Committee may accept or request additional written testimony relevant to its deliberations from students, faculty, and administrators, subject to the condition that such testimony be made known to the faculty member and be included in the permanent evaluative file (cf. 1.3; 3.5).

When the Committee’s decision departs from the recommendations of the department or the Dean, or when the Committee decides against promotion or tenure (or in other cases that the Committee may choose), the Committee shall by signed letter send to the faculty member, the Dean, and the Department Chair the reasons for its decision. A copy of this letter shall be placed in the faculty member’s permanent evaluative file.

If the Committee on Faculty Status, after a careful review of the permanent evaluative file of a tenured faculty member, determines itself or agrees with the judgment of the department or the Dean that the faculty member’s performance is not satisfactory in one or more of the three areas of faculty responsibility, the Committee shall convey a written and signed explanation of its concerns to the faculty member, the Dean, and the Department Chair and recommend a course of action to address or resolve the
unsatisfactory performance. A copy of this letter shall be included in the faculty member’s permanent evaluative file.

6.10 The Committee will inform the President of its decisions in a timely fashion.

6.11 Evidence of the faculty member’s opportunity to review the Committee’s decision, together with any written comment the faculty member might choose to append, shall be attached to the decision and be included in the faculty member’s permanent evaluative file.

6.12 Strict confidentiality must be observed for all individual faculty cases. This applies to committee discussions, decisions, correspondence, and any other type of communication. The rule of confidentiality does not apply to committee deliberations on purely procedural matters.

G. The Evaluation Review and Appeals Committee

7. The Evaluation Review and Appeals Committee shall review decisions of the Committee on Faculty Status when requested by the faculty member or the President, as specified in 7.2 and 7.3 below.

7.1 The Committee shall consist of five members elected by the faculty under procedures established by the Faculty Senate, subject to the conditions listed below.

7.1.1 Members shall be elected from a slate of tenured faculty members nominated either by a vote of the Faculty Senate or by a petition of any twelve members of the faculty.

7.1.2 There shall be at least two nominees more than there are positions to be filled.

7.1.3 Members shall serve staggered terms of three years.

7.1.4 No more than one member of any academic department shall sit on the Committee at the same time.

7.1.5 No member of the Committee shall take part in the review of any decisions affecting a member of his or her own department.

7.1.6 No member of the Committee on Faculty Status is eligible to serve on this
7.1.7 At least three votes are required to find against a decision of the Committee on Faculty Status. If, because of 7.1.5 or for some other appropriate reason, a member is not able to hear the appeal, the highest runner-up in the most recent election shall be appointed as a temporary substitute, so that five votes are cast.

7.1.8 The Committee shall have access to all materials contained in the permanent evaluative files of those faculty members whose cases it reviews.

7.2 The Committee shall review decisions of the Committee on Faculty Status at the request of the affected faculty member, except for cases of harassment as provided for in 6.5 above.

7.2.1 This request must be made within twenty business days of receipt of notification of the decision of the Committee on Faculty Status.

7.2.2 A faculty member may choose to make a statement (either oral or written, or both) to the Committee.

7.2.3 The Chair of the Committee on Faculty Status may choose to explain its recommendation in person before the Evaluation Review and Appeals Committee.

7.2.4 Normally the Committee’s review is to be completed within thirty days of its receipt of the faculty member’s request.

7.3 The Committee shall review recommendations of the Committee on Faculty Status at the request of the President.

7.4 When a case is under review by this Committee, the settling of contract terms may be delayed until a reasonable time after the Committee has issued its findings.

7.5 In all cases which it reviews, the Committee’s task is to determine: (1) whether the evaluation procedures and policies of the College have been implemented fairly and reasonably; (2) whether the decision being reviewed was reasonable in view of the evidence on which it was based.
7.6 The Committee’s initial presumption in each case shall be that the decision of the Committee on Faculty Status is reasonable, and is therefore to be left standing.

7.6.1 Thus the Committee shall find in favor of the decision of the Committee on Faculty Status unless it is persuaded that the decision under review cannot be reasonably defended on procedural and/or substantive grounds.

7.7 When the Committee finds against a decision of the Committee on Faculty Status, the Committee shall present a detailed written explanation of the reasons for its finding to the Committee on Faculty Status, to the President, and to the faculty member. When the Committee finds in favor of a decision of the Committee on Faculty Status, the Committee shall so inform the Committee on Faculty Status, the President, and the faculty member.

7.8 After reviewing the reasons for a negative finding by the Evaluation Review and Appeals Committee, the Committee on Faculty Status shall either change its decision or confirm its original decision, and in either case submit a written response to be included in the faculty member’s permanent evaluative file and reviewed by the President. The final decision of the Committee on Faculty Status shall be considered the end of the committee appeals process. However, the final decision in the case rests with the President.

7.9 The finding of the Evaluation Review and Appeals Committee, together with any accompanying evidence or explanation, shall become a part of the faculty member’s permanent evaluative file.

7.10 Evidence of the faculty member’s opportunity to review the Committee’s finding, together with any written comment the faculty member might choose to append, shall be attached to the finding and be included in the faculty member’s permanent evaluative file.
H. The Vice President for Academic Affairs

8. The Vice President for Academic Affairs is responsible for supervising and maintaining the integrity of the evaluative process.

8.1 The Vice President shall serve as personal advisor to the President in the President’s execution of decisions affecting faculty status.

8.2 At the beginning of each academic year the Vice President shall distribute to every faculty member a calendar of all important dates affecting faculty, including those dates specified in these provisions and elsewhere in these Norms of Faculty Status and Welfare.

8.3 The Vice President shall maintain for each faculty member a permanent evaluative file which satisfies the relevant provisions of this document.

8.3.1 The Vice President shall provide access to the contents of these permanent evaluative files to those and only those who have a right to review them. Faculty members have the right to review their own files in the Vice President’s office.

8.4 The Vice President shall have the right to present written testimony to the Committee on Faculty Status and the Evaluation Review and Appeals Committee. Such testimony shall be included in the faculty member’s permanent evaluative file in accord with provisions 1.3 and 3.5.

I. The President

9. The President of the College is delegated by the Board of Trustees, which bears the ultimate responsibility for the actions of the College, to exercise the final administrative responsibility for all decisions affecting faculty status. Therefore, the President’s decisions are final.

9.1 Decisions of the President affecting faculty status shall be made in accord with the schedule and procedures established in these Norms of Faculty Status and Welfare.

9.2 The President’s initial presumption in all decisions affecting faculty status favors the judgment of the Committee on Faculty Status, even when it differs from the judgment of the Evaluation Review and Appeals Committee.
If the President has substantive reservations or objections concerning a decision of the Committee on Faculty Status, the President shall ask the Evaluation Review and Appeals Committee to review the decision.

9.3.1 This request should be made within twenty business days of the President’s receipt of the decision of the Committee on Faculty Status.

Whenever the Evaluation Review and Appeals Committee agrees with the decision of the Committee on Faculty Status in a case it has reviewed, the President shall execute the decision of the Committee on Faculty Status, unless the President believes there are substantive reasons to the contrary. The final decision rests with the President.

9.4.1 When the President decides against the committee’s recommendations, the President’s reasons shall be stated in a letter to be sent to the Committee on Faculty Status and to the Evaluation Review and Appeals Committee, with copies to be sent to the faculty member and to the faculty member’s permanent evaluative file.

Whenever the Evaluation Review and Appeals Committee finds against a decision of the Committee on Faculty Status, and the Committee on Faculty Status persists in its decision, the President shall make the final determination.

9.5.1 In such cases, the President’s reasons shall be stated in a letter to the faculty member to be sent within thirty days of the final Committee report. Copies of the letter shall be sent to each of the two Committees.

Where serious and unusual circumstances require an extraordinary or un-scheduled action affecting faculty status, the President shall request an expedited review by the Committee on Faculty Status, unless it is a matter of implementing a Harassment Hearing Committee recommendation which the affected faculty member chooses not to appeal to the Committee on Faculty Status.

A faculty member may be given an opportunity to resign rather than have delicate or embarrassing information become part of the faculty member’s permanent evaluative file.

9.7.1 However, if the President decides to dismiss a faculty member, the President...
shall give the faculty member, the Committee on Faculty Status, and the Evaluation Review and Appeals Committee a written account of the reasons for the dismissal.

J. The Status of These Provisions

10. Changes in the provisions on evaluation of faculty members shall be subject to the mutual agreement of the President and the Faculty Senate of the College and subject to final approval by the Board of Trustees. The Faculty Senate and the Administration shall review the provisions on evaluation of faculty members at least every four years.
CHAPTER 7. FACULTY DEVELOPMENT PROGRAMS

The College recognizes its role in supporting the professional development of its Faculty and offers several programs for this purpose. This section discusses sabbaticals, faculty fellowships, Deans’ grants, load reductions, and travel.

A. Sabbaticals

Rationale

A strong sabbatical program contributes to the academic strength of the College by providing for intellectual refreshment and professional growth of the faculty. Sabbaticals are College investments in the professional development of the faculty. They are not rewards for service to the College nor are they an inherent right of the faculty member; they are, rather, a normal and regular means of faculty development, mutually beneficial to the College and the faculty member. Consequently, sabbaticals presuppose both the College’s commitment to the tenured status of the faculty member, and the faculty member’s commitment to return to the College for at least a year of full-time service after the sabbatical. Leaves for personal, academic, educational, or employment purposes are not counted as any part of the full year of service required after the return from a sabbatical.

Criteria

Since the purpose of the sabbatical program is professional development and not personal vacation, applications shall set out clearly the professional objectives to be achieved by the proposed sabbatical, as well as an indication of the major steps to be taken in reaching those objectives. The application shall show the relevance of these objectives to one or more of the areas of faculty responsibility if that relevance is not obvious.

All sabbatical applications will be subjected to careful peer review by a departmental committee or by the department Chair as delegated by the Department. The Chair and the Dean shall bear the primary responsibility for judging the professional appropriateness of the stated objectives
and plans. The Dean and the Vice President for Academic Affairs bear the primary responsibility for evaluating budgetary and scheduling issues.

While the number of sabbaticals in any given year shall always be subject to budgetary considerations and faculty needs in the departments concerned, the College shall make every effort to fund a regular schedule of sabbaticals.

Eligibility and Types

Eligibility for a first sabbatical is contingent upon two factors: length of service at the College, and tenure status. A faculty member whose entire probationary period for tenure is served at the College is eligible for a first sabbatical in the eighth year of service, and may apply to the Dean during the Fall of the seventh year of service, by the date specified in the annual academic calendar (see Chapter 6 at 8.2). A faculty member who has tenure at Canisius by the beginning of the sixth year of service is eligible for a first sabbatical in the seventh year of service, and may apply to the Dean during the Fall of the sixth year of service, by the date specified in the annual academic calendar. The first sabbatical is granted for either one semester with full pay or two successive semesters with half pay, depending on the request made in the application.

Subsequent sabbaticals are granted for a) one semester with half pay or b) one semester with full pay or c) two successive semesters with half pay. A faculty member is eligible for a sabbatical of one semester with half pay upon completion of three years of full-time service since the last sabbatical. A faculty member is eligible for a sabbatical of one semester with full pay or two semesters with half pay upon completion of six years of full-time service since the last sabbatical.

Application

A sabbatical application must be made to the Dean during the Fall, by the date specified in the annual academic calendar, of the year before the academic year in which the sabbatical is desired. Thus, for example, applications shall be made during the Fall of 2007 for a sabbatical in academic year 2008–2009.

The application for a sabbatical shall be submitted to the Department Chair, who shall forward it with the Department’s recommendation to the appropriate Dean. The Dean in turn shall
add a recommendation and forward the application and recommendations to the Vice President for
Academic Affairs. The final decision on sabbaticals rests with the President of the College. The
President’s decisions are announced by the end of the Fall semester in which the application was
made.

Judgment

In general two kinds of reasons shall be used in judging sabbaticals. The first consist of
academic factors related to the faculty member’s past performance and the likelihood of significant
professional development during and because of the sabbatical. The second consist of administrative
reasons related to budget and teaching schedules.

Denial of a sabbatical wholly or in part for reasons of the first kind, i.e., reasons related to
quality of past performance or the nature of the proposal, requires a full written explanation of the
academic reasons for the denial. This explanation shall normally be provided by the departmental
Chair, the Dean or other appropriate administrator.

If an application for sabbatical is judged defective for academic reasons, the faculty member
will ordinarily be given an opportunity to revise the proposal. Early application would allow for more
time for such revision. In any case, the time for revision will not extend beyond three weeks from the
original deadline for submission to the department chair. Revision does not guarantee approval. If in
the end a sabbatical is denied wholly or in part for academic reasons, the period required to establish
eligibility for succeeding sabbaticals will not begin until after the sabbatical being applied for has
been approved and completed.

If a sabbatical is denied solely for reasons of the second kind, i.e., administrative reasons, the
period required to establish eligibility for that faculty member’s next sabbatical will not be affected.
Thus delay of a sabbatical solely for administrative reasons shall not push back a faculty member’s
eligibility for subsequent sabbaticals. This does not apply where a faculty member does not apply for
a sabbatical when eligible.

If a sabbatical is granted for a specific year and the faculty member later requests that it be
transferred to another year, the administration reserves the right to have the proposal submitted for
administrative review again with the other applications for that particular year.
However, if the administration requests the faculty member to transfer the sabbatical to another year, there shall be no additional review of the application; it shall be funded in the year to which it was transferred. Eligibility for the next sabbatical shall not be penalized by the postponement, i.e., the waiting period shall commence the year of postponement, not the year of the sabbatical.

The academic year during which a sabbatical occurs is never included in establishing eligibility for a subsequent sabbatical.

Remuneration for work directly related to the purposes set out in the sabbatical application is permitted, and indeed encouraged if it facilitates the sabbatical. But no faculty member while on sabbatical shall accept remuneration for any work incompatible with or detracting from achievement of the objectives set out in the sabbatical application. Exceptions to this regulation require the written permission of the President.

Reporting

At the end of a sabbatical, an account of achievement shall be submitted to the Department Chair and the Dean during the first 30 days of the semester after the sabbatical. A copy should also be attached to the faculty member’s annual written report of professional activity, due October 15 of the next academic year (Chapter 6 at 3.1.1 and 3.1.2).

Service

Sabbaticals are considered as service for purposes of advancement in salary and rank and continuance in the plans for all benefits in addition to salary.

B. Faculty Fellowships

Each year, the Committee on Faculty Research and Publication recommends ten Faculty Fellowship Awards for the purpose of assisting members of the faculty with their professional development in the area of research and publication. Members of the aforementioned Committee are not eligible for these grants during their period of service on the Committee.
Faculty Fellowships are awarded for work to be pursued during the summer months. The stipend attached to the Faculty Fellowship is a fixed sum established by the President. (The stipend for the summer of 2006 was $4,250.)

Eligibility for the first Faculty Fellowship requires the completion of two academic years of full-time service to the College. After receiving a Faculty Fellowship, a faculty member is not eligible for another one until the completion of three more academic years of full-time service.

To apply a faculty member must submit the appropriate application form to the Department Chair during the fall semester of the year preceding the summer for which a Fellowship is sought. The exact date is specified in the annual academic calendar.

The Chair and the appropriate Dean add their own recommendations. The Committee on Faculty Research and Publication then recommends to the Vice President for Academic Affairs the proposals to be funded. The Vice President makes the final recommendations to the President, who notifies the successful applicants by the end of the fall semester.

The award of a Faculty Fellowship is contingent upon the faculty member’s signing a contract for the academic year immediately following the period of the Fellowship.

At the conclusion of the Faculty Fellowship the faculty member shall submit an account of the work accomplished. The account shall be attached to the faculty member’s next annual report (see Chapter 6 at 3.1.1 and 3.1.2), or to the report(s) covering the period in which the work was performed.

C. Deans’ Grants

In addition to the Faculty Fellowships, Deans fund some research projects from discretionary funds which they administer. The Deans shall announce annually the application procedures, guidelines, and deadlines for, and the recipients of, these grants.
D. Load Reductions

To encourage and support faculty in their professional responsibilities, the Department Chair and the appropriate Dean may agree to authorize teaching load reductions for faculty engaged in significant scholarly research, special teaching assignments (considering, e.g., intensive writing assignments, graduate teaching, laboratory supervision, class size, the number of preparations), or other extraordinary services to the College.

E. Travel

Canisius College expects faculty members to participate actively in professional meetings related to their subject area as part of their responsibilities as teacher-scholars. A faculty member is encouraged to participate in at least one significant disciplinary or subject area meeting each year. The College will try to reflect this encouragement in its budget. In all cases, travel at the College’s expense requires prior approval of the Department Chair.

For detailed information on travel checks, purchasing of tickets, the mileage rate if a private car is used, submission of vouchers, etc., the faculty member is referred to the document, “Policy & Procedures Regarding Reimbursements of Travel Expenses.” Copies may be obtained from the Office of the Vice President for Business and Finance.

College faculty on any College or College-related business — including attendance at seminars or meetings of academic or professional academic associations — should not pilot or be passengers in a private aircraft, whether owned, borrowed or leased. All College business travel by air should use commercial service.

Trips made for recruiting purposes are subject to a separate policy established by the Vice President for Academic Affairs.

Conditions affecting travel expenditures are always subject to temporary modification by the President in the face of unforeseen budget constraints.
CHAPTER 8. ABSENCE AND LEAVES

On occasion a faculty member may need to miss classes or want to take a leave of absence. Leaves may be granted for adequate reason. The terms depend on the type of leave. In addition to short-term absences, the College recognizes six kinds of leave: medical leaves, FMLA leaves, personal leaves, maternity/paternity and child care leaves, academic or educational leaves, and leaves for public or private employment. (Sabbaticals are not considered leaves, and are treated in Chapter 7: “Faculty Development Programs.”)

A. Short-term Absence

If a faculty member must miss classes for more than one day because of illness, accident, or other unexpected and unavoidable circumstance, the Department Chair should be notified promptly. The College expects that elective surgery and jury duty shall be postponed to a time which does not interfere with teaching commitments.

B. Medical Leave (Paid)

When a faculty member is unable to teach for an extended period due to an accident or medical condition (including pregnancy), sick pay (an amount inclusive of Workers’ Compensation benefits) will be paid for up to six months. Sick pay may not exceed six months in any twelve-month period. All extended sick pay claims should be processed through the Human Resources Office.

If a Medical Leave extends beyond six months, the College expects that long-term disability insurance and Social Security Disability benefits will provide a monthly income for covered faculty after the first six months of continued disability.
C. Family and Medical Leave (FMLA Leave) (Unpaid, Unless on Medical Leave, Section B, Above)

The College complies with the Family and Medical Leave Act of 1993 which provides 12 weeks of unpaid leave within a 12-month period. During the leave period the college will maintain health benefits as if the faculty member were actively employed.

FMLA is granted for the following reasons: the birth of a child (which would qualify as Medical Leave as described in Section B above); to care for the child; the placement of a child for adoption or foster care, to care for the newly placed child; to care for a spouse, child, or parent with a serious health condition; or because of a faculty member’s own serious health condition which renders the faculty member unable to perform an essential function of his or her position. This last reason will qualify a faculty member for Medical Leave as described in Section B. The College runs FMLA leave concurrently with Medical Leave.

Any faculty member requiring an FMLA leave should, as soon as possible, consult Human Resources and his or her appropriate Dean.

If a faculty member's need for FMLA leave is foreseeable, thirty (30) days prior written notice must be given. If this is not possible, notice must be given as soon as practicable, ordinarily within one or two business days after the need for the leave becomes known to the faculty member. All requests should be processed through the Human Resources Department.

An FMLA leave may be taken in one block, or, in the case of a serious health condition of the faculty member or the faculty member’s spouse, child, or parent, it may be taken intermittently or as a reduced schedule for the faculty member with an adjustment to salary. When requiring an intermittent or a reduced-schedule FMLA leave, a faculty member shall consult with his or her Dean to attempt to schedule the leave in as nondisruptive a way as possible.

Details about the College policy may be found in the College document entitled "Canisius College Family and Medical Leave Policy" (available online). Faculty may also consult the U.S. Department of Labor website.

A faculty member shall not be required to take more FMLA leave than necessary to address the circumstance that precipitated the need for the leave.
D. Personal Leave (Unpaid)

The College will grant faculty members who have taken Medical Leave for their own medical conditions and have exhausted their 12-week FMLA leave entitlements a personal leave of absence without pay for adequate reasons related to: the birth, adoption, or foster care placement of a child; or the care of a spouse, child, or parent with a serious health condition. The College may also grant a personal leave of absence without pay for other adequate reasons related to personal needs.

The request for a personal leave should be made by December 1 for the succeeding academic year. When this is impossible, the request should be made as early as reasonably possible.

Leaves of this type shall normally be granted to last for a semester or an academic year. But a personal leave may also be coupled with a Medical Leave (see Section B above) or with an FMLA leave (see section C above) to cover a semester or an academic year. For example, a faculty member who plans to be on Medical Leave because of pregnancy and childbirth may request personal leave for the remainder of a semester or an academic year.

During a personal leave of absence the College shall continue its contribution to medical insurance for up to one year if the faculty member is not covered or eligible for coverage elsewhere. The College makes no contributions toward other fringe benefits. However, the faculty member may continue life insurance as a private policy by paying the full cost. The faculty member may not continue in the total disability plan or dental plan while on personal leave.

A personal leave is not considered as service for purposes of advancement in salary, rank, or tenure, nor to establish eligibility for a sabbatical.

E. Maternity/Paternity and Child Care Leave

Canisius College provides leaves of absence for pregnancy, miscarriage, childbirth, and recovery from childbirth. Wherever possible, the length of the leave is tailored to meet the personal situation of the faculty member, but should not exceed one academic year. This leave will count toward annual FMLA entitlement.

During the portion of the absence which begins and ends when medically indicated and documented by a physician (normally 6 to 8 weeks post-partum), the College will continue full salary
and benefits (see Section B, “Medical Leave (Paid)”).

Once certified by a physician as medically able to return to work, faculty preferring additional time off will be granted unpaid personal leave (see Section D., “Personal Leave (Unpaid)”).

F. Academic or Educational Leave

For adequate reason the College may grant a leave of absence without pay for academic or educational purposes, e.g., completing doctoral studies, accepting an academic grant or fellowship, holding a visiting professorship.

The request for an academic or educational leave should be made by December 1 for the succeeding academic year. When this is impossible, the request should be made as early as reasonably possible. Leaves of this type shall normally be granted to last for a semester or an academic year.

A leave for academic or educational purposes may be considered as service for purposes of advancement in salary and rank, or for sabbatical eligibility, by mutual written agreement between the individual faculty member and the Vice President for Academic Affairs. However, such a leave may not be considered as service for the purpose of establishing eligibility for tenure. The College shall continue to make some mutually-agreed-upon contributions to plans for health care, and life insurance. Retirement contributions are normally not made during such a leave.

G. Employment Leave

For adequate reason the College may grant a leave of absence without pay so that a faculty member may accept public or private employment. (Appointment to a visiting professorship is covered under Section F above.)

The request for an employment leave should be made by December 1 for the succeeding academic year. When this is impossible, the request should be made as early as reasonably possible.
Leaves of this type shall normally be granted to last for a semester or an academic year. Leaves of this type shall normally be for a maximum of three years.

During a leave of absence for public or private employment the College makes no contributions toward fringe benefits. However, the faculty member may continue life insurance as a private policy by paying the full cost. The faculty member may not continue in the total disability plan while on employment leave.

A leave for public or private employment is not considered as service for purposes of advancement in salary, rank, or tenure, nor to establish eligibility for a sabbatical.
CHAPTER 9. BENEFITS IN ADDITION TO SALARY

A. Benefits required by Federal and State Law

1. Social Security

Social Security (Old Age and Survivors Insurance) provides retirement, disability, and survivors benefits based on earnings. It also provides health care insurance (Medicare) for people sixty-five years and over. The College and the employee contribute equal amounts under the Federal Insurance Contribution Act (F.I.C.A.). Information regarding a Social Security account may be secured from the Social Security Administration.

2. Unemployment Compensation Insurance

All former faculty members who meet requirements for New York State Unemployment Insurance will be paid in the amount and for the period of time set by current regulations. The cost of Unemployment Insurance is totally paid by the College.

3. Workers’ Compensation Insurance

Medical costs of illnesses or injuries related to on-the-job or work-related causes may be covered by Workers’ Compensation Insurance. Cash benefits are paid for lost time beyond seven calendar days or death or dismemberment caused by work-related accidents.

All work-related injuries must be reported immediately to the Human Resources Office. The cost of Workers’ Compensation Insurance is totally paid by the College.
B. Further Benefits

1. Retirement Plan

The College offers to each faculty member with full-time status the Teachers Insurance and Annuity Association - College Retirement Equities Fund (TIAA-CREF) retirement plan. The faculty member contributes a minimum of 2% of contract salary and the College contributes 8%. To join the plan with a contribution from the College, a faculty member must have a prior year of full-time employment in higher education, either at Canisius College or at another institution. However, the faculty member may contribute towards the plan in the first year of employment, without a College contribution. A faculty member may also choose not to participate in this retirement plan, in which case the College does not participate either.

2. Supplemental Tax-Deferred Annuity Plan

Teachers Insurance and Annuity Association (TIAA) Supplemental Retirement Annuities are available. Through a salary reduction agreement, a faculty member may reduce a portion of salary currently subject to taxes and purchase with it Supplemental Retirement Annuities (SRA) benefits. Contributions to SRA accounts are not matched by the College. A faculty member may begin contributing to such accounts at any time.

3. Phased Retirement Program

A phased retirement program called the Faculty Resource Program (FRP) is available to tenured faculty who are sixty years of age or have ten years of full-time service at Canisius College. The program enables faculty to prepare for retirement by reducing the teaching load to half-time or quarter-time over a maximum five-year period. Schedules available are half-time at half-salary, or quarter-time at quarter salary. Teaching may be all in one semester or spread over the full academic year. Entrance into the program is voluntary, irreversible, and commits one to retirement no later than the end of the fifth academic year in the program.
Among the program’s privileges are (a) protection as full-time, tenured faculty member in any announced “reduction in force”; (b) voting and participation rights in the department; (c) access to parking, mailbox, library, KAC, computer resources, etc.; (d) faculty office space consonant with duties, department and college needs, and the availability of space. Salary adjustments and full details are contained in a document called “Faculty Resource Program” available in the Human Resources Office. All inquiries are confidential.

4. Life Insurance

The College pays 90% of base premium for $50,000 of coverage for group term life insurance for eligible participants. The coverage is effective the first month following the full-time date of hire. No medical examination is required if one applies upon employment. Participants may purchase additional coverage for self and family members at an additional cost. Basic and optional insurance amounts reduce to 67% at age 70 and to 50% at age 75. Insurance cancels at retirement.

5. Medical Insurance

Various medical insurance plans are available to faculty members not covered elsewhere (see paragraph below on duplicate insurance). For those hired and eligible to participate in Canisius College health insurance prior to 01 July 1998, the College will pay 90% of the premium of the participant's elected plan, not to exceed 90% of the premium of the College's “Deductible” plan. Members of this group may change plans during the College's open enrollment periods and will remain covered by this funding formula.

For those hired and eligible to participate in Canisius College health insurance on or after 01 July 1998, the College will pay 90% of the premium of the participant's elected plan, not to exceed 90% of the premium of the College-designated base plan. Members may change plans during the College's open enrollment periods and will remain covered by this funding formula.

The College does not pay for duplicate medical insurance, either in its own plans, or for faculty covered by another plan. Married faculty whose spouses are not employed by the College
may elect family coverage under a College plan or under the spouse's plan. For other options, refer to the Human Resources Office.

6. Dental Plan

A Dental Assistance Plan is available to reimburse 50% of dental expenses per family per calendar year, after $100 deductible. The maximum reimbursement per family per calendar year is $950. Coverage is effective the first day worked.

7. Total Disability Insurance

This insurance provides the participant with an income benefit of 60% of monthly salary, not to exceed $6,000 per month. For this purpose monthly salary equals one-twelfth of the annual contract salary. The income, which begins the first month following six consecutive months of total disability and continues to age 65 (later in certain circumstances), is reduced by any income benefits payable to faculty member and dependents from Social Security and Workers’ Compensation. This plan is available after a one-year waiting period. The College pays 90% of the premium cost.

8. Death Benefit Plan

For any full-time faculty member who dies while in active service to the College, the College pays a Death Benefit equal to 30% of the annual contract salary. The Death Benefit payment will be based on the deceased’s current contract salary (excluding summer salaries, Chair’s and other stipends), and will be issued in lump sum, normally within fifteen days of date of death, payable either to a beneficiary designated in advance by the deceased, or in absence of same, to the deceased’s estate. A certificate of death must be submitted to the Human Resources Office before payment can be made. Additionally, family survivors covered under the College’s health insurance plan will be allowed to continue in that plan, but must pay full premium costs after three months. Tuition waivers for eligible children and spouse will continue to be honored.
9. Tuition Waivers

Full-time and retired faculty members may take a maximum of one course per semester tuition-free. Requests to take more than one course tuition free must be approved by the chair and the dean. Graduate level waivers may be taxable as income to the faculty member, depending on federal legislation. Check at the Human Resources Office for current tax law before registering.

The College will waive tuition charges for undergraduate study, over and above the amount of all applicable state, federal, or private scholarship awards, for children to age 30 and spouses of full-time faculty members, based on the following schedule of full-time service: upon employment, 25% waiver; first anniversary, 50% waiver; second anniversary, 75% waiver; third anniversary, 100% waiver. Prior full-time employment in institutions of higher education will be counted toward fulfilling the required service factor.

All applicants are required to apply through the Financial Aid Office for all state and federal awards for which they may be eligible.

To be eligible for non-taxable waivers, a child must be a dependent of the faculty member according to the Internal Revenue Service definition.

Spouses of full-time faculty members may have tuition waived for a maximum of two graduate courses per semester, based on the above schedule. Federal regulations require the College to report graduate waivers as taxable income to the faculty member and to withhold federal, state, and F.I.C.A. taxes.

If a faculty member dies, or suffers 100% disability while in service to the College, or has retired, the surviving dependent children and spouse are also eligible for these waivers.

In all these cases, fees remain payable, but any financial aid award from agencies outside the College will be applied first to fees due and the balance to tuition.

10. Faculty-Dependent Exchange Programs

Canisius College participates with several other colleges and universities in the United States in programs whereby the dependents of faculty members may enroll in one of the other institutions on an exchange basis. Enrollment at another institution is not guaranteed; the dependent child needs
to be accepted by the other institution and also by its exchange program. See the Financial Aid Office for more information.

11. Moving Expenses

The contribution of the College toward the cost of moving expenses for newly hired faculty members is determined by the Office of the Vice President for Business and Finance/Treasurer. A copy of the College’s Moving Expense Policy is available from that office.

12. Koessler Athletic Center

All KAC facilities are available at no charge to faculty and members of their immediate families during normal operating hours of the Center, except for those facilities in use during scheduled events and classes.

13. Parking

The College issues parking permits to faculty members for a fee. Some lots are designated for professors and associate professors. In all lots parking is available on a first-come, first-served basis.


Use of College computers and computer facilities is an academic privilege of faculty members and must conform to ITS policies. These policies are available online on the ITS homepage.

15. Library

Faculty members have full borrowing privileges at the Bouwhuis Library. A wide range of services that support teaching and research are also available. These services are outlined in the Library’s annual Guide to Services (Faculty and Staff).
16. Personal Financial Services Available

For further information on or arrangements for the following services, contact the Human Resources Office.

- Direct Deposit of paychecks
- Payroll savings
- Credit Union
- Loans for computer purchases
- Flexible Spending Accounts for Medical & Dependent Care Expenses (called “Canisius Care”)

17. Employee Assistance Program

Recognizing that personal issues affect many dimensions of one’s life, the College provides access free of charge to confidential consultation and counseling services for all faculty members, as well as family members residing with them. These services are available for a wide range of personal and family problems including but not limited to: loss of a loved one, depression, marital difficulties, concerns about children, alcohol and drug abuse, gambling problems, concerns about an ill or aging relative, career transition issues, personal budgeting problems, legal concerns, etc.

A faculty member may also benefit from this program when there are job performance issues that may be linked to such problems. Faculty members who consider that personal problems may be causing poor job performance are urged to contact the EAP provider directly at the number listed below.

During each calendar year the Employee Assistance Program allows each family member up to four consultation visits per problem at no cost to the faculty member. The professional judgment of the counselor determines what counts as a distinct problem. If more than four sessions are needed, the counselor will make referrals to additional affordable resources, which may be covered by health insurance. Medical Leave is available for mental, emotional, and physical conditions as well as for substance abuse treatment in accord with the conditions set out above in Chapter 8, Sections B. and C.
All phases of referral, treatment, and follow-up will be handled in a professional, ethical, and confidential manner. The coordinating agency makes only statistical reports to Canisius College, thus preserving client confidentiality. Unless the College refers an employee to the program, the College does not know who is using it.

Faculty members or members of their families may contact the program directly. It is coordinated by Child and Family Services, 2470 Walden Avenue, Cheektowaga, NY 14225, 681-4300. Additional information is available at www.canisius.edu/hr/eap/.

18. Employer Assisted Housing Program

The Employer Assisted Housing Program is designed to assist eligible full-time faculty with the purchase of homes in designated areas of the City of Buffalo. The program is structured as a forgivable loan, capped at either $5,000 or $7,000, used to assist with down payments or closing costs. The house must be the primary residence for five years and the employee must continue to work full time at the College for those five years. The loan is forgiven over five years at a rate of 20% each year and is treated as taxable income.

The program requires the purchase of a one or two-family home as a primary residence in one of the specified areas and submission of a completed EAH application to Human Resources. A program description, map and application are available in Human Resources and also on line at www.canisius.edu/hr/assisted-housing/. This program may be discontinued at any time but such discontinuance would not affect the terms and conditions of any outstanding loans.

Employees interested in the EAH should contact Human Resources to determine their eligibility to participate in the program.

19. Adoption Assistance Benefit

Faculty members who have completed 12 months of full time employment are eligible for the Adoption Assistance Benefit. Canisius College will reimburse an eligible faculty member up to a maximum of $2,000 per adopted child of specific, documented and itemized adoption expenses. Such expenses include (1) licensed agency fees, (2) legal expenses, (3) state-required home study fees, (4)
travel expenses, (5) fees for authentication of documents, (6) translation and immigration fees, (7) uninsured medical expenses of the birth mother, and (8) charges for temporary foster care before placement. Reimbursement will occur after the adoption is finalized. Itemized expenses must be presented for reimbursement. The Adoption Assistance Reimbursement Request Form, available in Human Resources, must be completed. In cases where the adopting parents are both College employees, the reimbursement is paid only once to the family unit.
CHAPTER 10. FACULTY GRIEVANCE POLICY

Purpose

The purpose of this Faculty Grievance Policy is to provide recourse for full-time faculty members who believe they have been subjected to unfair treatment by academic administrators, including Department Chairs and Program Directors.

Eligibility

All full-time members of the faculty on tenure, tenure-track, and term contracts may use the Faculty Grievance Policy. Full time faculty includes those on the Faculty Resources Program (FRP), on sabbatical, and on leave (including Medical, Personal, Maternity/Paternity and Child Care, Academic or Educational, and Employment leave). Individuals who have administrative contracts but also have regular teaching responsibilities are not eligible to use this procedure. Former full-time faculty members who have recently been terminated may also initiate a grievance within 90 days of their official separation from the college.

Appropriate Grievance

A faculty grievance is a complaint by a faculty member about unfair treatment in his or her work by a person exercising academic authority such as a Program Director, Chair, Associate Dean, Dean, Academic Vice President, or other academic officer. Grievances occur within the existing framework of Canisius College policy. Written college policy itself may not be the object of a grievance. Failure to satisfy the grievant after the grievance process has been completed is not itself grievable.

Grievances covered by this policy include but are not limited to complaints arising from compensation or working conditions, salary determination, sabbaticals, leaves of absence, individual academic workloads, course scheduling, office space, use of department resources, and outside activities. The present policy is for grievances only within the academic affairs area. On those
occasions when a faculty member believes that he or she has been treated unfairly by persons exercising authority in some other area of the college, the faculty member is encouraged to use whatever complaint process is available in that other area.

Excluded from this procedure are (1) all matters within the jurisdiction of the Committee on Faculty Status and the Evaluation Review and Appeals Committee, (2) matters such as harassment that are covered by other existing policies, and (3) matters that are covered by civil or criminal law such as racial discrimination, family leave, defamation, threatening, and others.

In recognition of the collegial nature of the grievance process, no party is allowed to bring legal counsel to any meeting sanctioned by or implementing this policy. To do so would be to step outside the framework of this Grievance Policy.

By pursuing the grievance procedure, the grievant waives no rights conferred by law.

Confidentiality

Almost every formal or informal grievance involves both a grievant’s right to know and the institution’s need to protect the confidentiality of certain information and deliberations. Questions of access should be resolved by attending to the conflicting specific interests of the case at hand. As a general rule, however, a grievant has no right to confidential communications of colleagues whether as individuals or as members of a department or college committee. On the other hand, if the Grievance Panel is to make an informed decision and recommendation, it must have access to pertinent information, including for example a department’s minutes or other records in connection with a disputed matter.

Procedures

1. Informal Stage Using Existing Lines of Authority

All grievances must first be pursued through an informal stage using the existing lines of authority. The first step in the informal procedure is for the grievant to take his or her matter to the administrator whose decision or action is the cause of the grievance. This administrator is hereafter
referred to as the subject of the grievance. If no resolution occurs at this level, the grievant next takes
the matter to the immediate supervisor of the subject of the grievance. If no resolution occurs at this
level, the grievant may continue by taking the matter through higher levels of authority up to the
Academic Vice President. For most faculty grievances this sequence will be: Program Director (if
appropriate), Department Chair, Dean, and Academic Vice President. This informal stage does not go
beyond recourse to the Academic Vice President, unless the Academic Vice President is the subject
of the grievance; in that case recourse is to the President or his designate.

In this informal stage no written petition is needed and no records of meetings or decisions
are needed. The grievant is free to take notes on the events as they transpire. The grievant also has
the right in the informal stage to be accompanied by a trusted colleague, faculty member, or
administrator. This colleague may act as an advisor, problem solver, or advocate for the grievant. The
emphasis in the informal stage is on a collegial review of the dispute and seeking a reasonable
solution. If the grievance is resolved in the informal stage, no official records of any proceedings are
kept. All parties are notified orally of the resolution.

2. Formal Stage Using a Faculty Grievance Panel

If, despite reciprocal and good faith efforts, every opportunity for informal resolution has
failed to satisfy the grievant, the grievant may petition a formal grievance. The steps in this process
follow.

Grievance Petition

This is a formal, complete, written statement of the grievance. It follows an outline.

a. a statement of particulars including specification of the basis of the grievance and
the subject of the grievance;

b. a summary of the steps taken in the informal stage;

c. a statement of how the grievant has been harmed;

d. a proposed remedy for the dispute;

e. any relevant information or documents that support the grievance.
This confidential statement goes to the Academic Vice President and to the Chair of the Faculty Senate. They deliver it to the Faculty Grievance Panel, once it is empanelled, and to the subject of the grievance. Normally the subject of the grievance will prepare a response for the panel to consider.

Faculty Grievance Panel

Upon receipt of a formal written grievance petition, a Faculty Grievance Panel is convened by the Academic Vice President to hear the grievance and make an appropriate recommendation. The Panel consists of five people, none of whom has been previously involved with the grievance in question:

- Three faculty members appointed by the Chair of the Faculty Senate
- Two persons appointed by the Academic Vice President (or by the President or the President’s delegate if the Academic Vice President is the subject of the grievance):
  - a current administrator at a level comparable to the administrator who is the subject of the grievance; and
  - a current faculty member with prior experience as an Academic Chair, Program Director, Associate Dean, Dean or Vice President.

Once the tentative membership is announced, each party to the grievance is allowed one peremptory challenge to any of the five members. In addition to peremptory challenges, each party can make a reasonable number of challenges for cause. In a challenge for cause, the challenging party must persuade the appointing individual that the challenged appointment would result in unfair bias or conflict of interest. The appointing individual’s decision on a challenge for cause is final.

The panel selects a chair from among its members.

Procedures of the Faculty Grievance Panel

Before conducting any hearing, the newly appointed panel studies the written grievance petition. The panel has the right to:
1. Determine whether the substance of the petition is or is not grievable and whether
the informal stage has or has not been exhausted. If ruled not grievable or not
exhausted at the informal level, the petition is returned with an explanation.
2. Request additional data in writing from the grievant or the subject of the grievance.
3. Attempt an informal resolution by consultation with the parties.

If the substance of the petition is determined to be grievable and no informal resolution has
been reached, the panel shall proceed to a formal hearing governed by the following rules:
1. Confidential minutes will be kept, but no verbatim transcript, voice recording, or
video recording will be made or kept by anyone.
2. Only the members of the panel and the parties to the grievance are to be present at
all times during the hearing.
3. The panel has the right to summon witnesses and question them, and to request and
review records relevant to the grievance.
4. The parties to the grievance do not have the right to question witnesses. They do
have the right to address the panel after all the evidence has been presented.
5. The burden of proof is on the person bringing the grievance.
6. No legal counsel to any party is permitted at the hearing. Also, any colleague who
served as an advisor to the grievant in the Informal Stage may not be present as an
advisor during the hearing.
7. The hearings and deliberation of the panel are confidential. This includes the
testimony, proceedings, and the panel’s report. All parties involved in the hearings
and deliberation of the panel are bound by the confidentiality rule. Violations of
confidentiality will be looked upon as serious violations of the collegiality by which
the college must function.
8. Confidential materials compiled by the grievance panel shall be placed in a separate
file created for this purpose. The President is responsible for maintaining this file.
Files of previous deliberations shall not be accessible to a functioning grievance
panel absent a need to know. A decision to examine past deliberations shall require
an affirmative vote by three of the five members of the functioning grievance panel.
Upon conclusion of the hearing, the panel determines in private session the merits of the
grievance and then reports its conclusions and recommendations to the parties to the grievance and to
the President of the College.

A simple majority of the panel suffices for adoption of the report and recommendation.

Actions after the Hearing

The President’s initial presumption regarding the resolution of grievances favors the
judgment of the Grievance Panel. However, should the President believe that there are substantive
reasons to go against the Panel’s recommendations, he shall state his reasons in a letter to be sent to
the Grievance Panel, the grievant, and the subject of the grievance. Otherwise the President shall
instruct the Academic Vice President to execute the decision of the Grievance Panel. The President’s
determination is final.

Grievance Procedure Time Line

All parties have a stake in reaching a timely resolution to any grievance. The time periods
below are calendar days and are in effect for any grievance initiated from the first day of fall classes
to the conclusion of examinations in the spring semester. Because faculty and administrators are
frequently absent in the summer months, any time period that extends past the last day of spring
semester final examinations is doubled. For any period that extends over either the first day of fall
classes or the last day of spring final exams, the period is pro-rated so that the days falling in the
summer session are doubled while those falling within the fall and spring semesters are counted as
one each. Extensions to any or all of the time periods may be granted due to unusual or extreme
circumstances. A grievant who wishes such an extension should submit a written petition explaining
the circumstances to the Chair of the Faculty Senate and the Academic Vice President (or the
President if the Academic Vice President is the subject of the grievance).

A faculty member may initiate a grievance within 90 days from the time the grievable
decision or action becomes effective and is known by the grievant.

Informal Stage

The informal stage is not to exceed 45 days from the day that the grievance is initiated.

Formal Stage

If the grievance is not resolved in the informal stage, the grievant has 21 days to file a
grievance petition with the Academic Vice President and the Chair of the Faculty Senate. The 21
days begin either when the grievant, having exhausted his efforts through the lines of authority, has
been notified by the Academic Vice President (or the President if the Academic Vice President is the
subject of the grievance) that his grievance is denied, or after 45 days, whichever comes first.

After receipt of the petition, the Chair of the Faculty Senate and the Academic Vice President
have 15 days to empanel the proposed members of the Grievance Panel. After the announcement of
their appointments the grievant has 7 days for the single peremptory challenge and 7 additional days
for challenges for cause. After reviewing the challenges for cause, the appointing parties, if they
agree with the challenges, have 7 days to appoint new members.

Once an acceptable Faculty Grievance Panel has been formed, the Panel has 60 days to
complete its work, including, if appropriate, holding a formal hearing and rendering a decision.

After the Hearing

The President has 15 days after receiving the decision to either instruct the Academic Vice President
to execute the decision or communicate in writing to all parties his substantive reasons for going
against the decision.