

FACULTY HANDBOOK

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1.0 Administrators of the University

The Administrators of the University include but are not limited to the President, the Senior Vice President for Academic Affairs (Provost/SVPAA), the several other vice presidents, the associate provosts, the deans and associate deans of the several colleges and schools, the Dean of the Weinberg Memorial Library, the Registrar, and the General Counsel/University Secretary.

1.1 Faculty Status of Administrators and Professional Staff Members

Appropriate administrators and professional staff members may, at the time of hiring, be awarded faculty status by the President (in consultation with the appropriate department and the Board on Rank and Tenure for the rank of full professor; with the department alone for the lesser ranks) provided said administrator or professional staff member meets the qualifications as set forth in this handbook for the rank awarded. Administrators and professional staff members are not eligible for promotion in faculty rank.

1.2 Tenure for Incoming President and Current or Incoming Academic Administrators

1.4 Provost/Senior Vice President for Academic Affairs

The Provost/SVPAA is the chief academic officer of the University and serves as senior vice president. In the President's absence, the Provost/SVPAA chairs the Administrators' Conference. In the appointment of a person to this position, or to the position of Associate Provost, the President is assisted by a search committee. (See [Appendix V](#).)

As chief academic officer of the University, the Provost/SVPAA is subordinate only to the President in the management of academic matters and is aided in the discharge of duties of the Provost/SVPAA by other academic administrators such as deans and directors, who report as directed to the Provost/SVPAA on the implementation of the programs and policies delegated to them.

Some of the tasks performed by the Provost/SVPAA with respect to this administrative position are to coordinate the efforts of the various academic units of the University; to approve and supervise budgets for all academic purposes as determined by the President; to establish with the aid of the University Governance Council the University calendar; to make final representation to the President on appointments of new faculty; to appoint departmental chairpersons in accordance with the procedures set forth below; to oversee the deans of the several colleges and schools, the Assistant and/or Associate Provosts; to review for final approval, in consultation with the deans, teaching schedules and course offerings. The Provost/SVPAA is the nonvoting chairperson of the Board on Rank and Tenure and, in this position, has the final authority properly to engage the faculty.

The Provost/SVPAA will have ultimate responsibility, after consulting with the Provost's Committee on Academic Policy and Compliance (PCAPC), the University Governance Council and Faculty Senate, and other appropriate bodies, for curriculum requirements, e.g., the allotment of credits to the major, cognate or general education areas; and the distribution of credits in the general education area of the curriculum.

The associate provosts have authority and responsibilities as delegated by the Provost/SVPAA.

1.5 Academic Deans and Associate Deans

A. Deans and Associate Deans of Schools and Colleges

1. With respect to students in a given college or school, the Dean of the college or school is ultimately responsible for the academic advising process.
2. The Dean of a given school or college chairs and convenes their Dean's Conf

programs of study within the school or college. In discharging this responsibility, the Dean is to consult the appropriate department(s) and the Dean's conference. New degree programs will also require the recommendation of the Provost's Committee on Academic Policy and Compliance (PCAPC) and the Board of Trustees.

4. Each Dean shall make recommendations on all matters of faculty status for faculty who have served or are serving under the Dean's jurisdiction.
5. Each Dean shall make final determinations concerning the academic status of students enrolled in the Dean's college or school.
6. Each Dean shall supervise the preparation of the annual budgets covering the program and personnel costs of the departments and other units in the Dean's college, and will prepare the aggregate budget of the school or college.
7. The associate deans have authority and responsibilities as delegated by the Dean of the school or college.
8. Deans shall be appointed by the President of the University with the concurrence of the Board of Trustees. When a vacancy in the posi

- B. All full-time tenured and tenure-track members of a department, as well as Faculty Specialists who have completed five consecutive years of service, shall be eligible to vote for the departmental chairperson.
- C. In March of the appropriate year, the Provost/SVPAA shall send to each member of the department a list of those eligible and willing to serve as chairperson, and of those eligible to vote for chairperson, and a ballot on which each eligible voter is to mark down the voter's choice for the position. These ballots are to be filled out and returned to the Provost/SVPAA within ten calendar days.
- D. The Provost/SVPAA shall tally the ballots and determine the department's choice. If no candidate receives a majority vote, the two top vote-getters (or more in the case of ties) will compete in a runoff election until a majority candidate is chosen. The Provost/SVPAA will then appoint the department's choice.
- E. If the department is deadlocked, the Provost/SVPAA and the appropriate Dean(s) will consult with each other and then with the voting members of the department to resolve the issue. If no agreement can be reached, then the Provost/SVPAA will decide on a one-year appointment after informing the chairpersons of FAC and FPC.
- F. Should the need arise for an acting chairperson, the Provost/SVPAA will attempt to select a candidate in accordance with the above procedure, but may act unilaterally in the appointment of an acting chairperson for a term not to exceed one academic year.
- G. Any deviation from the above policy and procedures needs the consensus approval of the chairpersons of both FAC and FPC.

4.2 Term of the Chairperson

The term of office for the chairperson shall be three years unless special circumstances require an appointment for a shorter period. A chairperson is eligible for reappointment, if willing to serve, and if reelected by the procedures cited in [Section 4.1](#) of this document.

4.3

- C. Approving and recommending to the dean, after consultation with the individual faculty member, a teaching schedule for each member of the department;
- D. Conveying the department's recommendations on course and curricular proposals to the appropriate body, according to the current curriculum review process agreed to by the Faculty Senate and the Provost/SVPAA;
- E. Supervising the instructional program and faculty development within the department;
- F. Developing with the assistance of department members, departmental policies and procedures, notification of which should be forwarded to the academic deans and the Provost/SVPAA before being implemented;
- G. Communicating with department members (both full- and part-time) through regularly scheduled meetings at least twice a semester, and providing minutes of these meetings to the members, the deans, and the Provost/SVPAA;
- H.

within a department (*Programs*; see [E.3](#) below); 4) the departmental budget, calculated from specific 700 and 800 budget lines (*Resource Management*; see [E.4](#) below); and 5) *Additional Responsibilities* (see [E.5](#) below).

- C. **Scaling of Score Formula Variables.** With the exception of the *Additional Responsibilities* variable, which is assigned a value of 0 or 5 for each year of the expiring contract (see [E.5](#) below), departmental values for each variable are scaled on a 0-10 scale, without rounding, by dividing each department's total, as determined by each rubric ([Section E](#)), by the greatest departmental total for each rubric, then multiplying each quotient by 10.
- D. **Departmental Score Formula.** Utilizing the variables defined in *B* above, the formula for calculating each department's score is:

$$\text{Score} = 2 \times (\text{Sections} + \text{Majors}) + \text{Programs} + \text{Resource Management} + \text{Additional Responsibilities},$$
 resulting in department scores that may range from near 0 to 65.

- E. **Rubrics for Determination of Score Formula Variables.** The rubric for determining the value of each score variable, the source data used, and any variable adjustments that may be required due to shared programs, is detailed below.
1. **Sections Variable.** The *Sections* variable replaces the *FTEF* variable used in past contracts and is designed to reflect aspects of chair workload related to such tasks as course scheduling; guidance and evaluation of full-time faculty; hiring, assignment, training and evaluation of part-time faculty; and acquisition, assignment and evaluation of graduate teaching assistants.

Banner data will be used to determine the total number of course sections scheduled by each department throughout the three years of the expiring contract. Those data are complete and static by February of the last contract year, at which point the data may be pulled. The following semester codes will be used, which capture all courses offered: 10 (Fall); 15 (Special Fall); 20 (Intersession); 30 (Spring); 35 (Special Spring); 40 (Summer); and 45 (Special Summer). Only "active" courses will be included, which omits cancelled courses. Schedule Types to be included are: travel load; internship load; HHR special internship; lecture; practicum; on-line web based; activities; lab; clinical; and telecourse. This eliminates from the data such courses as independent studies, readers and tutorials. The spreadsheet code to pull the Banner data for each department is "SCBCRS_DEPT_CODE", which shows the courses scheduled by each department chair.

The three year's worth of data are totaled for each department. The totals are then translated to a *Sections* variable value in the range of 0-10, as described in [Section C](#) above. In the final formula, the value of this variable is doubled, as shown in [Section D](#) above.

2. **Majors Variable.** The *Majors* variable reflects the number of students for whom a department is primarily responsible. Data for the *Majors* variable are pulled from IPEDS data collected by Institutional Research. Annual data are frozen September 1 and are available October 1.

For each major associated with a department, the number of students in the major are totaled. Each year's total includes all cohorts (i.e., freshman, sophomores, etc.). Both

program), the split is the same as that described in the table in Section [E.2](#) above;
and

- a pro

By November 1, if the evaluation occurs in the fall semester, or by April 1, if the evaluation occurs in the spring semester, the chair will submit a copy of the departmental level evaluation to the University-provided system for access by the lecturer and tenured members of the department on November 2 or April 2 for a fall or spring semester evaluation, respectively. The lecturer will have the right to submit a response to the evaluation to the same system by November 15 or April 15, if the evaluation occurs in the fall or spring semester, respectively. By the end of the next day, all materials submitted to the University-provide system will be made accessible to the lecturer's dean(s) and the Provost/SVPAA to review and for inclusion in the lecturer's evaluation file. If the lecturer subsequently applies for another faculty position at the University, such evaluations will be made available to the members of that position's search committee.

If a candidate for a full-time non-tenure-track appointment holds a terminal degree in the candidate's field, that candidate may be appointed, at the discretion of the Provost/SVPAA, to the rank of Visiting Assistant Professor. A Visiting Assistant Professor's teaching responsibilities, eligibility for reappointment, maximum appointment, voting rights, and annual evaluation process will be identical to those of a lecturer. Time spent as a Visiting Assistant Professor will be counted as part of the probationary period for tenure if a person holding an appointment as a Visiting Professor is subsequently appointed to a tenure-track position.

An appointment as a Visiting Associate or Visiting Full Professor may ordinarily be made for no more than one year. Reappointment of such a senior Visiting Professor is possible but ordinarily on a one-time basis. If the visitor already holds rank at an academic institution, rank will be that held at the home institution. If the visitor comes from a non-academic position, rank will be assigned by the Provost/SVPAA after consultation with the appropriate Dean(s) and with the chairperson and a committee of the department involved. A senior Visiting Professor's teaching responsibilities and voting rights will be identical to those of a lecturer. Senior Visiting Professors will retain the option to participate in an annual evaluation process identical to that of lecturers. In the rare instance that a senior Visiting Professor is untenured, time spent in that rank will be counted as part of the probationary period for tenure if that faculty member is subsequently appointed to a tenure-track position at the University of Scranton.

5.2 Proper Use of Faculty Status

In the use of faculty status, the University of Scranton subscribes to the principle set forth in the 1940 and 1970 statements and interpretive comments on Rank and Tenure by the American Association of University Professors. The University, in turn, rightfully expects its faculty members to reflect the responsibility espoused in the same statement.

The University also subscribes to the American Association of University Professors' *Committee A Statement on Extramural Utterances*, which states as a controlling principle 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 to serve."

Only the President and the Board of Trustees may speak in the name of the University. No faculty member, therefore, may use one's own title and position to state or imply that the University approves or endorses anything or anyone without the approval of the President and Board of Trustees. This would include the certification of any scientific or practical invention, any scientific or business undertakings, or the sponsorship of organizations.

The faculty member may use one's own title and affiliation for purposes of identification but should never present as an institutional spokesperson unless written authorization to do so has been given by the Provost/SVPAA.

5.3 Academic Freedom

The University of Scranton is a learning community standing in that tradition of American higher education, which is characterized as Catholic, Jesuit, and humanistic.

The University subscribes to the 1940 and 1970 statements and interpretive comments on academic

5.6 Reduction in Normal Teaching Load

An exception to the normal teaching load can be granted by the administration for the following reasons:

- A. completing quasi-administrative assignments,
- B. approved leaves,
- C. grants or contracts that reimburse the University for released teaching time,
- D. scholarship and research projects,
- E. experimental or graduate classes,
- F. the number of student credit hours taught by the individual faculty member,
- G. advising workload relief, or
- H. any other factor pertinent to curriculum needs, faculty development, or financial feasibility.

Ordinarily, a faculty member who receives a reduction in normal teaching load may not carry an overload. All reductions in normal teaching load will be reported by the dean to the relevant department chairperson(s) to facilitate the composition of the master schedule. If a faculty member's application for a reduction in teaching load is denied, the dean must provide to the faculty member, upon request and in writing, the reason(s) for the denial.

5.7 Overload Teaching

An exception from the normal teaching load can be made by the administration as follows: Where programmatic considerations allow, a faculty member may be permitted to carry no more than six credits over the normal load in any given semester. Extra compensation, in accordance with the collective bargaining agreement, will be paid for these credits. Appropriately qualified full-time faculty will be given preference over part-time faculty in the assignment of uncovered courses in the fall or spring semester. Overloads should be distributed equally among interested, appropriately qualified faculty within a department. A faculty member cannot be required to teach an overload. The appropriate chair will be consulted before decisions are made.

For programmatic reasons, faculty teaching in certain online programs with irregular semesters (Online MBA and Online HR) may be permitted to carry no more than nine credits over the normal load in any academic year. However, the total overload credits being taught at any point in time during a regular semester is limited to three.

5.8 Summer School and Intersession Teaching

Any full-time faculty member who teaches a graduate or undergraduate course in the summer school or during the intersession will be considered to be teaching in the special session and will be compensated in accordance with the collective bargaining agreement. A faculty member cannot be required to teach in the summer school or in intersession. Teaching assignments should be distributed equally among interested, appropriately qualified faculty in a department. Those persons holding full-time faculty rank will be given first preference in the assignment of intersession and summer courses. Those holding faculty rank who are not full-time will be given second preference.

5.9 Off-Campus Teaching

Refer to Article 9 in the 2015-

- B. Working Titles: Those who are hired and classified as Faculty Specialist may be titled variously with a prefix (e.g., clinical faculty specialist, accounting faculty specialist, communication faculty specialist) as appropriate to individual programs and specializations, as recommended by the program faculty and department chairperson, and approved by the hiring Dean. The title in no way affects the terms and conditions of employment.
- C.

chair, and also subject to continued departmental or programmatic need, subsequent contracts may be offered, normally for one year. At the Dean's discretion, these subsequent contracts may be up to three years in length.

After the first five (5) consecutive years of employment as a Faculty Specialist, subject to a successful annual review in the fifth year by vote of the departmental/programmatic tenured faculty and a separate evaluation and independent recommendation from the department chair, and continued departmental or programmatic need leading to a sixth year of employment, a Faculty Specialist will

- a. receive a one-time increase to their base salary as described in Article 5.C of the *Faculty Contract*
- b. gain the right to participate in their department's election of a chairperson (see [Section 4.1.B](#)), and
- c. receive new two- or three-

tenured members of the Faculty Specialist's department, but the chair must also consider any unsolicited comments submitted in writing from tenured members of the department. The evaluation of teaching must be based on at least one classroom observation, preferably by the chair, but the chair may delegate this duty to a tenured member of the department. However, the chair must be the preparer and signatory of the actual evaluation, which will be made available to the tenured members of the Faculty Specialist's department at the same time as is made available to the Faculty Specialist.

subsequently applies for another faculty position at the University, such evaluations will be made available to the members of that position's search committee.

- H. Faculty Specialists will receive salary increases in accordance with FAC contract guidelines for persons classified as faculty.
- I. Faculty Specialist is not a tenure-track position and does not lead to tenure. Faculty Specialists will follow the same policies and procedures related to outside employment as are required for full-time faculty.
- J. Faculty Specialists may apply for available tenure-track positions if they are qualified. If hired to a tenure-track line, the time as a Faculty Specialist cannot be counted towards tenure
- K. In the unlikely event that reductions in current, full-time faculty employees are required in a department or program, reductions will first occur among those holding Faculty Specialist positions.

7.0 Special Ranks

Each subdivision in this category applies to persons who may teach at the University under specified conditions, but whose teaching time does not accrue to tenure. Such persons may, moreover, be invited to participate in a non-voting capacity in departmental meetings, unless the

- A. Accordingly, the University assignment of course offerings will be based upon the Master Scheduling Process described below:
1. The Registrar guides the Master Scheduling Process (MSP). The Registrar will develop a calendar of MSP events and deadlines, and distribute the calendar, as well as the MSP tool, course data and reports and student data and reports to the deans, department

5. Additional corrections may, with sufficient reason, be made up to (but no later than) the deadline for the promulgation of the class schedule. Such proposed corrections should be submitted, with a rationale and after consultation with the appropriate faculty and the directors of any relevant interdepartmental programs, by the chairperson to the dean for approval.
 6. Changes to the master schedule after promulgation will be made by the appropriate dean's office in consultation with department chairpersons, directors of all relevant interdepartmental programs, and affected faculty.
- B. The formulation of course offerings and schedules according to the procedures outlined above should be guided by considerations including, but not necessarily limited to, the following:
1. Student needs and interests;
 2. Curricular and Programmatic requirements, including those mandated by external accrediting agencies;
 3. The appropriate allocation of faculty resources in terms of teaching expertise, professional responsibilities, staffing needs of the various colleges, and equity. When an allocation cannot be made on the basis of these criteria the senior faculty member (in years of service at the University) will be given preference.
 4. Past and projected enrollments.
 5. Principles of rational scheduling and institutional resources such as instructional time and classroom space.

an instance, the faculty member will become eligible for a subsequent sabbatical early, by the same number of years that the previous sabbatical was deferred.

12.3 Required Report and Commitment

The faculty member will file a report on the sabbatical project with the Provost/SVPAA. The report should be a relatively brief narrative (1-2 pages) that outlines the faculty member's accomplishments during the contracted sabbatical period. The faculty member may attach products developed during the sabbatical. In the case of a research project, the attachments might be drafts of manuscripts, chapters in a book, or a grant proposal. In the case of a curriculum development project, the attachments may be new or substantially revised syllabi, new student workbooks or lab projects, or some similar product. By accepting a sabbatical leave, the faculty member commits to two years of service to the University immediately following the expiration of the sabbatical.

It is understood that a sabbatical concludes at the end of the contracted sabbatical period (either at the end of the fall semester, the end of the spring semester, or, in the case of a Librarian Special Sessions Sabbatical, at the end of Intersession). Reports from fall semester sabbaticals are due no later than March 1; reports from spring semester or full-year sabbaticals are due no later than September 1; reports from Librarian Special Sessions Sabbaticals are due no later than April 1.

12.4 Compensation During Sabbaticals

A faculty member on a one-semester sabbatical or on a Librarian Special Sessions Sabbatical will receive full salary. Normally a faculty member on sabbatical for an academic year (defined here as the beginning of the fall semester to the end of the spring semester) will receive one-half of their base salary. A separate request for a greater salary supplement (up to 70%) for an academic year sabbatical leave, and a justification for the request, may be made directly to the Provost/SVPAA at the time the sabbatical application is filed. The Provost/SVPAA will decide to grant, refuse or modify the request.

All benefit plans which are operative during full-time employment will continue during a sabbatical with the same contribution schedule from the University and individual participant; benefits related to salary level are determined in accord with the salary actually paid.

When a faculty member elects a one-semester sabbatical during the academic year, the normal teaching load for the non-sabbatical semester will be 12 teaching credits.

12.5 Continuity of Service (Sabbaticals)

Time on sabbatical will be included in the computation of time for promotion and length of continued service to the University.

12.6 Pre-Tenure Research Sabbatical

Tenure-track faculty members are eligible to apply during the third year of their probationary period for a one-semester pre-tenure research sabbatical to be taken during the fourth year of their probationary period. Library faculty may instead choose to apply during the third year of their probationary period for a Librarian Special Sessions Sabbatical to be taken during the summer special session immediately following notice of an approved sabbatical application and the

granted and accept such a sabbatical are expected to include a copy of their proposal in their third-year reappointment portfolio. During the sabbatical period, they are also expected to make substantial progress toward a peer-reviewed scholarly publication or other juried cr

any or all of the vacated responsibilities, until such time as the faculty member returns from STD leave.

member and the department chair. Such assignments must be consis

University Administration. In accordance with the law, recommendations that impact wages, hours, and working conditions must go through the

indication of what terms and conditions of employment were violated), the names of the parties involved, and the remedy sought.

- B. Grievance Investigation: The Chairperson of FAC and the Chairperson of FPC, or their designates, have 14 calendar days from the date of written notification of a grievance to investigate and attempt to resolve it.
- C. Grievance Resolution: If the Chairperson of FAC and the Chairperson of FPC agree on a resolution, it is binding on all parties. If the Chairperson of FAC and the Chairperson of FPC are unable to agree on a resolution within 14 calendar days, the grievance must be submitted to binding arbitration.

16.3 Arbitration Stage

The officers of FAC will have access to copies of all transcripts, documents, and correspondence filed with respect to the complaint or grievance.

16.6 Limitations Regarding Arbitration

Only the officers of FAC or the FPC shall have the right to take a grievance to arbitration.

17.0 Faculty Benefits

For all full-time faculty, the University provides health insurance, disability insurance, life insurance, pension plans, medical and dependent care spending accounts, and other benefits as specified by the collective bargaining agreement, this *Faculty Handbook*, or the law. Details of the current benefit package will be provided to all full-time faculty by the Office of Human Resources.

19.3 Term of Membership

The term of membership on the Board will be two years. Two at-large members will be elected in even calendar years, and three at-large members will be elected in odd calendar years; one member will be elected for each school with departments each year.

Each fall, faculty members will elect members to the Board on Rank and Tenure. All full-time faculty members are eligible to vote in these elections.

20.0 Rank and Tenure Policy

The President of the University, the chief administrative officer, promotes in rank and awards tenure to full-time faculty. The President makes these decisions in accordance with the academic

University is unable to obtain faculty with the usual qualifications. The relevant deans and the Provost/SVPAA must concur in the need for a waiver;

- B. Mastery of the content, both theoretical and applied, of the subjects being taught by the applicant;
- C. The capacity for or the attainment of teaching competence;
- D.

21.2 Tenure Status of Incoming Senior Faculty

An incoming faculty member who is hired at a senior rank (Professor or Associate Professor), and who holds tenure at an accredited institution of higher learning, may be awarded tenure upon initial appointment to the faculty provided that the faculty member meets the requirements of [Section 21.1](#) and all other applicable sections of this handbook, and provided that the faculty member's

21.4 Evaluation for Tenure

All faculty members must be e

22.4 Notice of Changes in Policy

Whenever other instruments for the evaluation of faculty performance are to be used and whenever specific criteria for faculty evaluation and promotion are established, they will, in all cases, be promulgated and distributed to all members of the faculty by the Provost/SVPAA.

22.5 Extraordinary Cases

There is always the possibility that the ordinary norms could preclude promotion in rank or advancement to tenure of a particularly valuable faculty member. A special exception of such a person may be made upon recommendation to the President by the Board on Rank and Tenure. The Board can make such a recommendation provided first the applicant has the approval of a two-thirds majority of the tenured members of the department.

23.0 Application and Process for Promotion/Tenure

It is the responsibility of the individual faculty member to apply for promotion in rank or advancement to tenure in accordance with the deadlines given in the Rank and Tenure Annual Timeline in [Appendix III](#). An application consists of a dossier of no more than twenty pages, a curriculum vitae, and a set of optional supporting materials. Failure of a faculty member to apply will not make the University liable for any consequences caused thereby.

With the exception of some physical supporting materials described in [Section 23.2](#), all evaluation materials including a candidate's application, departmental, dean, and other evaluative documents described in Sections 23.2 to 23.7 are to be treated as confidential and submitted to the University-provided system unless otherwise specifically directed to be submitted through a University email. The deadlines for these submissions, as well as when access to the materials will be granted to relevant parties in the evaluation process, are given in the Rank and Tenure Annual Timeline in [Appendix III](#).

23.1 Promotion/Tenure Delegate

The department Promotion/Tenure Delegate will coordinate aspects of the evaluation for rank and tenure within the department (described in [Section 23.3](#)), chair the department's evaluation

direct observation of teaching and by other means, such as examination of teaching materials, including syllabi and examinations, review of the candidate's course learning outcome assessments, and course improvement activity.

The Department of Faculty Librarians is well-positioned to provide a comprehensive evaluation of the candidate's development as a librarian, including the candidate's mastery of the content, both theoretical and applied, of one's field of librarianship. Evaluation of effective librarianship by the department and individual library faculty requires some first-hand knowledge of the candidate's work, which should be obtained through direct observation of the candidate's performance in one's field of librarianship and through analytics, use statistics, class or workshop evaluations, and other forms of assessment in one's field of librarianship.

Recognizing the diversity of what constitutes excellence in publication and research in the various departments and disciplines of the university, and recognizing that the department is the actual location of the university's expertise in its discipline, each department bears the primary responsibility for evaluating the quality of a candidate's scholarly or other professional activity as evidenced by evaluation of scholarly publication, artistic composition, or other appropriate professional product.

In evaluating the record in service, the department is best suited to describe the candidate's service contributions -- and the outcomes from these contributions -- for service to the department and/or to the candidate's discipline.

A. Meeting to discuss the candidate's qualifications.

The department Promotion/Tenure Delegate will convene and chair a meeting of the Eligible Voting Members expressly for the purpose of a frank and confidential discussion of the applicant's qualifications. Eligible Voting Members present will elect another member to take notes on the discussion of the strengths and weaknesses of the candidate's qualifications in the areas of teaching/librarianship, scholarship, and service. Using the standard rank and tenure ballot found in [Appendix I](#), secret votes will be taken at the meeting on the applicant's qualifications in each area and on the conferral of tenure and/or for advancement in rank.

The Eligible Voting Member who was elected to take notes will draft a summary report of the discussion that occurred at the meeting. The author of the draft report will then circulate the draft simultaneously to all Eligible Voting Members who participated in the meeting and will invite those members either to concur that the draft adequately represents the frank and confidential discussion or to offer suggestions for revision to the draft. Eligible Voting Members who were not physically present at the meeting, but who did participate via remote access technology, cannot vote but may offer suggestions for revision of the draft report. Colleagues who concur, as well as those who request revisions to the draft, must reply to all who participated in the meeting. Failure to respond to any request for revision to the draft report indicates an individual faculty member's concurrence with the draft at that stage.

Once responses to the draft summary report have been communicated, within a reasonable timeframe set by the chair of the meeting, the author of the draft report and the chair of the

report has been finalized, all Eligible Voting Members who participated in the meeting are expected to sign the summary report. An individual's signature indicates concurrence that the report adequately represents the frank and confidential discussion of the candidate's credentials and that the record of the votes that occurred at the meeting is accurate.

In accordance with the annual timeline given in [Appendix III](#), the chair of the meeting will submit the finalized departmental summary report, including votes and signatures, to the University-provided system, and provide a copy to the Eligible Voting Members who participated in the meeting. The Promotion/Tenure Delegate must also transfer the candidate's set of physical supporting materials and dated addenda, if any, to the home dean in accordance with the annual timeline in [Appendix III](#). Unless the department chairperson is the candidate, the department chairperson must submit a separate recommendation to be made available to the Board on Rank and Tenure, the candidate, and the home dean, in accordance with the annual timeline in [Appendix III](#)

from the dean's University email address a recommendation. to the Provost/SVPAA who will ensure that the evaluation is submitted to the University-provided system by the deadline in [Appendix III](#) These recommendations, along with any accompanying rationale, will be made available to the candidate, as well as the members of the Board on Rank and Tenure to assist them in their deliberations.

23.8 Deliberations of the Board

The Board on Rank and Tenure will review and consider the application of the candidate in confidence and in accordance with [Appendix I](#).

23.9 Candidate's Right to Appear Before Department and Board

The candidate shall have the option of making a personal appearance before the departmental group (described in [Section 23.3](#) of this handbook) and the Board (described in [Appendix I](#), A, 9 of this handbook). The decision not to appear will not be construed as prejudicial to the candidate's case in either instance.

23.10 Vote on Scholarship

Before casting its overall vote on tenure or promotion, the Board will compare its vote in the area of scholarship to that of the department. If the plurality of the Board's vote rests in one category

Upon request, the Chair of the Board on Rank and Tenure will review the reasons for the President's decision with the applicant.

Ordinarily, the President will announce the names of all those who have been granted tenure or promotion only after all appeals have been decided.

25.0 Appeals Based on New Evidence

The faculty member has the right to appeal adverse decisions within thirty (30) days of notification. Such an appeal to the Provost/SVPAA must be accompanied by the presentation of new evidence, i.e. dating from after the Board's original recommendation.

Such an appeal will be presented by the Provost/SVPAA to the Board on Rank and Tenure. If the Board agrees that the presented evidence warrants an appeal it will reconsider the case. After reconsidering the case, the Board will again forward a recommendation to the President.

26.4 Financial Exigency or Termination of a Program

Where termination of appointment is based upon financial exigency, or bona fide discontinuance of a program or department of instruction, the affected faculty member(s) shall be able to have the issue reviewed by a Faculty Hearing Committee, with ultimate review by the Board of Trustees. In every case of termination for financial exigency or discontinuation of a program or department of instruction, the faculty members concerned will be given notice, never less than twelve months in advance, or will be given, in lieu thereof, a severance pay equal to one year's salary. When termination is due to the discontinuation of a program or department of instruction, the University will try to place affected faculty members in other suitable positions within the University. If an appointment is terminated before the end of the period of appointment, either because of financial exigency or because of discontinuation of a program of instruction, the released faculty member's place will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

26.5 National Emergency or Major Catastrophe

Where termination of the appointment of any faculty member is required by war or national emergency, or by other major catastrophe which affects the University during the time of the contract, and which directly affects the services of the faculty member involved, the University reserves the right to suspend the tenured contract and to terminate the non-tenured contract by reasonable (30 days) written notice to the faculty member at the faculty member's last known address. Reinstatement of the tenured contract at the cessation of the emergency will be guaranteed, while the non-tenured contract will be negotiated in accordance with the law then prevailing.

26.6 Dismissal

Dismissal, which is not to be confused with non-reappointment or non-renewal, is an action tak0oIC7tabe Tf1 0

information related to student learning outcomes and assessment, in and of itself, will not be construed as evidence of inadequate teaching at any stage of the reappointment or rank and tenure process.

32.0 Faculty Handbook Deadline Dates

If any deadline in the Faculty Handbook falls on a weekend, or a day the University is closed in full or in part, the deadline moves to the next earliest weekday the University is open.

Appendix I: Standard Operating Procedures for the Board on Rank and Tenure

A. Procedures

1. In order to protect the individual faculty member's good name in the academic community and to safeguard free discussion by the members of the Board on Rank and Tenure, the review of each candidate by the Board must be regarded as confidential.
2. The Board on Rank and Tenure will not assume the task of updating the evaluation file of a faculty member. It is the faculty member's responsibility to ensure that one's file in the office of the Provost/SVPAA is current at all times, by submitting information or documents to be included in it, or by having others submit such material when necessary. In a year when a candidate is applying for promotion or tenure, the candidate's evaluation file will close ten calendar days prior to the first deliberative meeting of the Board on Rank and Tenure. After this date, nothing shall be added to the candidate's file until all evaluations, recommendations, decisions, and subsequent appeals are complete. This restriction does not apply to items added by the candidate or to items added at the candidate's request.
3. In submitting a set of supporting materials as part of an application for advancement in rank or for tenure, the faculty member should point out how that material indicates continuing professional development in teaching/librarianship, scholarship and service, and should document each matter to the best of one's ability by including with the supporting materials (c.f. Section [23.0](#), [23.2](#)) such things as publications, examples of projects, evidence of teaching excellence, etc.
4. Achievements, degrees, honors, services, etc., which were previously considered in recommending promotion to the present rank may be represented in requesting subsequent promotion, but primary emphasis will be placed upon activity since the last promotion.
5. In addition to the formal departmental consideration spelled out in Section [23.1](#) to [23.4](#), the Provost/SVPAA will invite all Eligible Voting Members of the applicant's department to submit their individual opinions of their colleague to the Board on Rank and Tenure. It is within the sole and personal discretion of each Eligible Voting Member of the applicant's department to submit or refrain from submitting an individual opinion of one's colleague who is an applicant for tenure or promotion.
6. The finalized report of the Eligible Voting Members of the department as a group, along with the recommendations of individual department members, the department chair (if applicable), and the Dean(s) will be available to the Board on Rank and Tenure in its deliberations.
7. The Board will have access to the faculty member's evaluation file and to the faculty member's application.
8. A review of the candidate's qualifications will then be conducted.
9. The candidate has the option to make a personal appearance before the Board to respond to questions and expand on the information the candidate has provided.

10. The Board thereafter deliberates on the faculty member's qualifications. No new material should be introduced during the deliberation period.
11. Every member of the Board shall evaluate the candidate's performance as it relates to key areas of teaching, scholarship, and service. Promotion to any rank above the level of instructor shall ordinarily require the appropriate level of performance in all key areas of teaching effectiveness, scholarship, and service.
12. In voting, special ballots and pencils shall be used so that the voters' identities will be concealed.
13. In the preliminary voting each Board member shall complete the top half of the standard evaluation form. A copy of this form appears below.
14. After the results of the preliminary voting have been tallied, each Board member will use the bottom half of the standard form to vote for promotion and tenure.
15. At the end of each day's deliberations, the chair of the Board on Rank and Tenure will set aside some time for possible reconsideration of the votes taken that day. There will, first, be an opportunity for any board member to propose that a case be reconsidered. A simple majority is required to reconsider. If there is a positive vote to reconsider, the board will review the original votes and the evidence for each area. It will then vote again, using both parts of the ballot. The vote of record will be the second. There will be no other reconsideration.
16. The Board's vote will be forwarded to the President through the chair. The significance of this vote is spelled out in [Section 23.11](#).
17. The individual will have the right, upon request to the chair, to receive the collated results of the Board's vote.

B. Sample Ballot

Applicant's Name

I assign the above-named applicant the following ratings:

I. Teaching/Librarianship

----- Qualified ----- Unqualified ----- Undecided

II. Scholarship

----- Qualified ----- Unqualified ----- Undecided

III. Service

----- Qualified ----- Unqualified ----- Undecided

I recommend:

Promotion No Promotion

Tenure No Tenure

Date: _____

Applicant's Name: _____

Appendix II: Norms for Evaluating Faculty for Rank and Tenure

A. The Three Basic Categories

1. Teaching

At the University of Scranton, teaching excellence is fundamental to the overarching Jesuit commitment to deep, transformative learning. Teaching within such an educational

- Photos/videos of faculty and/or student work, e.g. performances, theses defenses, etc.
- Information gathered from direct assessments of student learning: assessment results, comments related to faculty reflection on these results and descriptions of actions taken to develop the course and/or pedagogy as a result of these data.
- Engagement with curriculum development to meet program needs
- Official course evaluation summaries and/or associated student comments.

2. Scholaristic)

The scholar is concerned with the production, assimilation, and advancement of knowledge. Scholarship varies with the discipline, but is generally made manifest by the following (alphabetically listed):

- Artistic creations in one's field reviewed according to accepted professional standards,
- Grant writing activity resulting in peer and/or expert reviewed grant proposals,
- Patent application activity or the awarding of patents,
- Publication in refereed journals and/or proceedings, or in edited volumes,
- Publication of creative work in selectively edited journals or books,
- Publication of peer-reviewed digital media,
- Publication of peer-reviewed monographs,
- Publication of peer-reviewed textbooks or edited volumes,
- Scholarly presentations at professional conferences reviewed according to the standards of the discipline,
- The recognition of peers, as demonstrated by professional awards, reviews, scholarly citations, independent productions of one's artistic creations, etc.

Research should be current and sustained. The Board will take into account both the quantity and quality of the scholarship and the different norms for tenure and for each rank stated in the body of the Handbook. It is the responsibility of the faculty to ensure that the research is current and sustained. 792 rg e rea0.00000912 0 612 792 reJET 362(re)7(

The specifics of one's service agenda will depend on the faculty member's interests and expertise.

of the University that apply the faculty member's disciplinary expertise and professional knowledge of interrelated fields to issues in society. Professional activities that receive substantial remuneration are normally not to be considered as service. External Service may be made manifest by such activities as the following:

- Participation on external boards or committees;
-

4. Promotion to Specific Ranks. Promotion to the specific ranks for librarians requires a record of successful fulfillment of criteria at each immediately lower level:

a. Instructor - In this rank a librarian customarily begins a career in academic librarianship. A period of probation, the rank usually presupposes the following qualifications:

- 1) Possession of an American Library Association- accredited Master's degree;
- 2) Initiation of advanced professional preparation or training, and promise of ultimate success.
- 3) Proved or potential ability in one's field of librarianship.

An instructor who is not promoted within five years may not continue as a member of the faculty.

b. Assistant Professor - Promotion to or appointment to this rank presumes positive evidence of these qualifications:

- 1) Possession of an American Library Association-accredited Master's degree;
- 2) Mastery of the content, both theoretical and applied, of one's field of librarianship;
- 3) The capacity for or the attainment of professional competence in one's field of librarianship;
- 4) Competence in professional work, manifested by progress toward an additional degree and/or publication or other professional product;
- 5) Active service where the demonstrated contributions and accomplishments support the mission of the University, as well as active service where the demonstrated contributions and accomplishments contribute to the welfare of the external community.

The minimum time in the Assistant Professor rank is five years; those not qualifying for promotion may be retained in this rank indefinitely provided they meet the requirements for tenure.

c. Associate Professor - Promotion to or appointment to this rank ordinarily presumes positive evidence of these qualifications:

- 1) Possession of a Master's Degree in Library Science and one of the following: a second Master's degree in a subject field; or the completion of thirty graduate credits in a discipline that improves professional competence;
- 2) Mastery of the methodology and content of one's field of librarianship;
- 3) Attainment of professional competence in one's field of librarianship and progress towards mastery;
- 4) Substantial scholarly or other appropriate professional activity since the assignment of rank of Assistant Professor, ordinarily demonstrated by refereed publication or other juried professional product excluding work previously considered for

advancement or assignment to Assistant Professor whose publication status has not changed;

- 5) Active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of programs, opportunities and/or structures that support the mission of the University, as well as active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of opportunities, programs, and/or structures that contribute to the welfare of the external community.

The minimum time in the Associate Professor rank is six years; those not qualifying for promotion may be retained in this rank indefinitely provided they meet the requirements for tenure.

- d. Professor (formerly Librarian) - Promotion to or appointment to this rank presumes positive evidence of these qualifications:
 - 1) Possession of a Master's Degree in Library Science and one of the following: a second Master's degree in a subject field; or the completion of thirty graduate credits in a discipline that improves professional competence;
 - 2) Continued growth in the mastery of the methodology and content of one's field of librarianship;
 - 3) Outstanding professional performance;
 - 4) Substantial scholarly or other appropriate professional activity since the advancement to the rank of Associate Professor ordinarily demonstrated by refereed publication or juried professional product but excluding work previously considered for advancement to Associate Professor whose publication status has not changed;
 - 5) Active and outstanding service where the demonstrated contributions and accomplishments result in the maintenance, distinctive development and/or enhancement of programs, opportun

administrators who have a tenure guarantee or have been awarded tenure under [Section 1.2](#) of this handbook

- c. Possession of an American Library Association-accredited Master's Degree and one of the following: a second Master's degree in a subject field; or the completion of thirty graduate credits in a discipline that improves professional competence;
 - d. Competence in the methodology and content of one's field of librarianship;
 - e. Significant scholarly or other appropriate professional activity as presented by the candidate and as evaluated by the candidate's department;
 - f. Active and substantial service where the demonstrated contributions and accomplishments result in the maintenance, development, and/or enhancement of programs, opportunities and/or structures that support the mission.
-

Appendix III: Rank and Tenure Annual Timeline

Below is the annual timeline for the rank and tenure process as referenced in [Section 23](#). If any deadline falls on a weekend or a day the University is closed, the deadline moves to the earliest next weekday that the University is open as per [Section 32](#).

August 31	Deadline for promulgation of instructions for submission of and access to all materials to the University-provided system by the Provost/SVPAA
September 22	Deadline for submission of candidate's letter of intent to apply for tenure and/or promotion due to Provost/SVPAA (see Section 23.2)
September 30	Deadline for appointments to the Due Process Committee by the Provost/SVPAA (see Section 25.3) Deadline for notification to Eligible Voting Members if the department chair is a candidate for promotion by the Provost/SVPAA (see Section 23.1)
October 22	Deadline for designation of department Promotion/Tenure Delegate if candidate is the department chair (see Section 23.1) Deadline for submission of candidate's application: digital submission of dossier, curriculum vitae, and optional supporting materials to the University-provided system (see Sections 23.0, 23.2) and one set of optional physical supporting materials, if any, to the department Promotion/Tenure Delegate (see Section 23.2)
October 23	Eligible Voting Members granted access to candidate's application. Candidate's home dean and Provost/SVPAA granted access to the candidate's application, with the exception of any physical supporting materials
November 1 – November 30	Departmental evaluation period of candidate(s) (see Section 23.4) Chairperson's evaluation period of candidate(s) (see Section 23.4)
November 30	Deadline for email submission of individual recommendations, if any, of candidate to the Provost/SVPAA (see Sections 23.4.A and 23.6) Deadline for email submission of recommendations, if any, from an academic dean other than the candidate's home dean to the Provost/SVPAA (see Section 23.7)
December 1	Deadline for submission of finalized departmental summary report, including votes and signatures, to the University-provided system (see Section 23.4)

Deadline for providing a copy of the finalized departmental summary report, including votes and signatures, to the Eligible Voting Members who participated in the meeting(s) to evaluate the candidate (see [Section 23.4](#))

Deadline for submission of Chairperson's evaluation report of candidate, if applicable, to the University-provided system (see [Section 23.4](#))

Appendix IV: Procedures Relating to Dismissal of Faculty Members

A. Dismissal of a faculty member, as specified in Sections [26.3](#) and [26.6](#) of the Faculty Handbook, will be initiated through the following sequence of steps:

1. The administration will notify the chair of FAC that the University intends to initiate the dismissal process.
2. The faculty member will be presented with a written statement of charges, framed with reasonable particularity by the President or the President's delegate. This statement of charges will be served upon the faculty member within five (5) days of the above notice to FAC. The statement shall be served by certified mail with return receipt or personal service. A copy of the statement shall be provided to the Chair of FAC.
3. If the President or delegate determines

or administrators will be avoided so far as possible until the proceedings, including consideration by the Board of Trustees, have been completed.

- K. The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
- L. The Hearing Committee will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made. All requests for postponement of the hearing made prior to its scheduled date and time must be made in writing and shall set forth the reasons therefore. Requests for adjournments once the hearing has begun may be made orally on the record and shall set forth the reasons supporting the claim of surprise by the party seeking an adjournment.
- M. The faculty member shall have the right to produce in the faculty member's own defense witnesses as well as documentary or other evidence. If an individual whom the charged faculty member wishes to call as a witness is a member of the administration of the University, the University will produce such individual at the hearing so that the member of administration may be examined and give such testimony on the issues as the Hearing Committee deems relevant. The University will also produce on request copies of any documents under its control which the Hearing Committee determines are relevant to the issues raised by the University's charges, including documents contained in the charged faculty member's evaluation and personnel files. The release of documents contained in the personnel files of other faculty shall not be granted without the consent of the faculty member whose personnel file is to be disclosed. Relevant documents from another faculty member's evaluation file must be released, although they may be submitted initially for review in camera by the Hearing Committee which will in such cases decide whether or not such documents should be submitted directly into evidence or if such documents should be submitted into evidence in redacted form.

R. The President and the faculty member will be notified in writing of the Hearing Committee's recommendation. If the Hearing Committee concludes that an academic penalty less than dismissal would be appropriate, it will so recommend, with supporting reasons. The Hearing

Appendix V: Composition of Search Committees for President and Other Academic Administrators

A. Presidential Search Committee:

The President is the Chief Executive Officer of the University. Because there is the possibility of the President receiving tenure at the time of appointment, faculty will have representation

Appendix VI: Faculty Role in the Search for Tenure-Track Faculty

- A. After consultation with the department, the chairperson should request new or replacement faculty as part of the annual report submitted in the year prior to the position's starting date.
- B. In consultation with the department, the chair, or designate, will develop a job description, an advertisement, and suggestions for advertisement placement, and submit them to the appropriate Dean for approval. The Dean will supervise advertisement placement.
- C. Departments may choose one of two approaches for creating a faculty search committee:
 1. select a separate search committee, or
 2. choose to function as a committee of the whole.
- D. The search committee appoints a chair as well as an Affirmative Action liaison. The liaison's name is forwarded to the to the University's Director of Equity and Diversity, who will inform the liaison of the liaison's duties under the University's Affirmative Action Plan.
- E. The committee chair arranges a meeting for the search committee with representatives from the Office of Human Resources and Office of Equity and Diversity for briefing on affirmative action and hiring rules and procedures.
- F. The committee establishes a timetable for the closing dates of applications, screening of materials, interviews, and final selection.
- G. The committee chair is responsible for all communication with applicants until a finalist is recommended to the Dean.
- H. The committee reviews all materials. The committee chair sends a University of Scranton mission statement and faculty application form to, and requests official transcripts from, the top six candidates. After checking references and credentials, the committee will present its recommendations at a full departmental meeting.
- I. The department submits the names of the top three candidates, along with budget estimates for on-campus interviews, to the Dean for approval. If a finalist is a foreign national, the department chair should contact the Dean so that documentation can be checked.
- J. The department arranges the schedule for the candidate's formal on-

M. With regard to the search for non-tenure-track faculty (lecturers and faculty specialists), the procedures outlined in this appendix should ordinarily be followed. In exigent circumstances, such as the sudden loss of a full-time faculty member, the home dean (ordinarily in consultation with the department chair) may modify or abbreviate these procedures, but all eligible department members must be notified of the opportunity to participate in the hiring process.

Appendix VII: Annual Reappointment and Non-Reappointment of Non-Tenured Tenure-Track Faculty

Procedures for Reappointment and Non-Reappointment

Decisions regarding reappointment and non-reappointment are made in accordance with the provisions of the *Faculty Handbook* by the President after consideration of recommendations from the sources specified in sections A through D. It is understood that all deliberations concerning these matters will be held in confidence. All evaluation materials including a faculty's self-report and departmental, dean, and other evaluative documents described in this Appendix are to be treated as confidential and submitted to the University-provided system unless otherwise specifically directed to be submitted through a University email. Further, the Provost/SVPAA is responsible for ensuring that access to materials of each candidate is granted to all relevant parties in accordance with the annual evaluation deadlines (see Section F below).

A. Preparation and Evaluation of Credentials

It is the responsibility of the individual being evaluated (hereafter designated as the candidate) to maintain a documented record of professional development and growth and to submit the

faculty member will be evaluated as a first-year faculty member in the first full academic year as a faculty member. If the half-year does count, then the faculty member will be evaluated as a second-year faculty member in the first full academic year as a faculty member.

H.

written reason for non-reappointment only upon written request of the candidate.

K. Expiration of Non-tenured Contracts

The contracts of non-tenured faculty expire at the end date specified in the contract; beyond that end date, and, without another contract, there is no guarantee of further employment at the University.

- L. The procedures for reappointment and non-reappointment of non-tenured faculty shall be consistent with the statements on academic freedom contained in [Section 5.3](#) of this handbook.

Appendix VIII: Tenured Associates

At least five tenured faculty members must be eligible to participate in the departmental reappointment process and the review of rank and tenure requests (the Library must have only four). Departments with fewer than five full-time tenured members, therefore, shall have tenured associates appointed from another department or departments. In any department where the provisions of [Section 23.4](#)

Appendix IX: Copyright

A. Definitions

1. Copyrightable Materials

Under federal copyright law, copyright protection subsists in "original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device." 17 U.S.C. §102. Copyright exists from the moment of creation of the work. Copyright protects the expression of an idea, but not an idea itself. Works of authorship include the following categories:

- a. literary works, such as books, journal articles, text books, laboratory manuals, lectures, computer programs, monographs, glossaries, bibliographies, study guides, syllabi, work papers, unpublished scripts, lectures, and programmed instruction materials;
- b. musical works, including any accompanying words;
- c. dramatic works, including any accompanying music, live video and audio broadcasts;
- d. pantomimes and choreographic works;
- e. pictorial, graphic, and sculptural works, including works of fine, graphic, and applied art, photographs, prints, slides, charts, transparencies and other visual aids;
- f. motion pictures and other audiovisual works, such as films, videotapes, videodiscs and multimedia works;
- g. sound recordings, such as audiotapes, audio cassettes, phonorecords and compact discs; and
- h. architectural works.

2. Exclusive Rights

Subject to certain limitations contained in the Copyright Act, the owner of a copyright has the exclusive right to do the following:

- a. to reproduce copies of the copyrighted works;
- b. to make derivative works based on the copyrighted works;
- c. to distribute copies of the copyrighted works to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- d. to perform the copyrighted works publicly; and
- e. to display the copyrighted work publicly. 17 U.S.C. §106.

3. Employee and Faculty

The term "employee" shall mean any person receiving regular compensation from the University in exchange for specified services. University employees include faculty, staff and administrators, whether full- or part-time. University employees do not include independent contractors or those persons whose primary connection to the University is

that of student. Full-time faculty are those persons who hold full-time faculty contracts and who have been appointed to a faculty rank.

4. Sponsored Research and Sponsored Projects

The terms "sponsored research" and "sponsored project" refer to research activities or other works performed by a University employee for compensation from any agency,

2. Sponsored research or sponsored project. Where copyrighted materials are created by an investigator in the course of sponsored research funded by an outside agency, copyright

One-half of such royalties will be given to the University department of the creator of the work. Generally, the other half of the University's share of royalties will be used to stimulate further research, if the royalties result from research; royalties resulting from course-related works will be used to fund further course development. The University reserves the right, at its discretion, to deduct from the University's share of royalty income, prior to any such distribution, expenses properly attributable to the development or protection of the material, including litigation, which may be incurred in enforcing or defending the copyright or in licensing the copyrightable material.

2. Faculty-Created Works Jointly Owned with University

For those works which are jointly owned by the University and one full-time faculty member, fifty percent of the net royalties will be attributed to the University share and divided as described in paragraph D.1. The other fifty percent will go in its entirety to the faculty member. For those joint works with two or more faculty authors, net royalties will be divided in equal shares among the joint owners, with the University share divided as described in paragraph D.1. and the faculty shares payable directly to them.

3. Works Created as Sponsored Research or Sponsored Projects

Income from works created as sponsored research shall be disposed of in accordance with the terms of the underlying contract or grant. In the absence of such terms, the works created shall be the property of the University, and net royalties received by the University will be distributed as described in paragraph D.1.

E. Resolution of a Dispute Initiated by a Full-Time Faculty Creator

Disputes concerning application of this appendix when a faculty creator is involved shall be resolved by a review panel of three members: the creator or a representative of the faculty creator of the work, a person designated by the Provost/SVPAA, and a person mutually agreed to by the faculty creator and the Provost/SVPAA. All panel members shall be non-attorney, full-time University employees.²

Within fourteen days after the faculty creator disputes the application of this appendix to the Director of Research, the panel shall be formed and convened and shall render its decision by a majority vote.

Appendix X: Patents

A. Definitions

1. Patentability

Under federal patent law, an invention must pass the following four tests in order to be patentable:

- a. The invention must fall into one of the five statutory classes: 1.) processes; 2.) machines; 3.) manufactures (objects made by humans or machines); 4.) compositions of matter; and 5.) new uses of any of the above. 35 U.S.C. §101.
- b. The invention must be useful. §101.
- c. It must be novel. §102.
- d. The invention must be “nonobvious” to “a person having ordinary skill in the art to which said subject matter pertains.” §103.

2. Patent Rights

Subject to the provisions of the patent law, patents “have the attributes of personal property.”

retention of a nonexclusive, royalty-free license to practice the invention for non-commercial University purposes.

G. Income

Appendix XI: Distance Learning

A. Introduction

1. The faculty of the University has the responsibility to play a significant and meaningful role in determining the appropriate implementation of distance learning.
2. It is agreed that the provisions of this appendix constitute an agreement separate and distinct from all other agreements entered into by FPC and FAC and that the terms and conditions stipulated herein shall not provide precedent nor be used to interpret any other agreement between FAC and FPC; similarly, the interpretation of this agreement shall be based solely on the provisions set forth herein, except that when alleging a violation or misapplication of this agreement a faculty member shall have full recourse to the grievance procedure set forth in this handbook.

B. Definition

Advances in technology allow for the development of innovative methods of instruction. The terms "*Distance Education*" and "*Distance Learning*"

d. Travel.

courses.

G. Online Programs

1. Definition

The term “online program” refers to any academic program through which the majority of courses leading to a degree are offered as Distance Learning courses (usually through the Internet), even if such courses are also available in a traditional classroom setting. Unless specified below, the terms and conditions of a faculty member’s participation in an online program are identical to the provisions of Appendix X, Sections A-F above.

2. Compensation

- a. To attract faculty members to teach online courses in an online program, the University may offer additional incentive pay on a per-credit basis over and above regular compensation.
- b. The University will offer stipends to faculty members for initial course development and subsequent redesigns of their own courses, provided such course development and redesign has been approved by the University through its normal review procedures. If a faculty member redesigns a course initially developed by another faculty member, the redesigner is eligible for a stipend only if all of the course materials (syllabus, assignments, online presentation of materials, and exams) are new. In the case of joint development, the stipend amount will be shared equally among the multiple creators.
- c. Faculty members teaching in an online program must re-examine their courses on a three-year cycle, counted from the first offering of the course. If a faculty member determines that a course should be redesigned, the faculty member may apply for a redesign stipend.
- d. If a course section in an online program is taught by an adjunct faculty member who does not meet the accreditation requirements for the program or college, a qualified faculty supervisor will be assigned to oversee the work of the adjunct. This full-time faculty member will be listed as the Instructor of Record for that section. The supervising faculty member will be compensated at the rate of 1.33 credits per 4-credit course, 1 credit per 3-credit course, or 0.5 credits per 1-credit course, to be counted as part of the faculty member’s regular load (or overload if applicable).
- e. Faculty members assigned to teach in an online program will be offered the opportunity to develop their own original course materials and will be compensated at the normal rates regardless of whether another faculty member has already developed the same course. The instructing faculty member may also decline this option and choose instead to use an already available online course. In such a case, the original course creator(s) will be paid a royalty each time the course is used by another instructor (a full-time faculty member or an adjunct). The royalty will apply to each course section in which the material is used. Based upon a majority vote of the full-time faculty of the program, program faculty may choose to create a professional development pool in lieu of royalty payments.

f. Incentive pay, course development stipends, redesign stipends, and royalties will be

Appendix XII: Disciplinary Procedure

- A. The purpose of this disciplinary procedure is to assist faculty, staff, administrators, and students by protecting them from the negative consequences of unacceptable faculty behavior. It is designed not primarily to punish inappropriate conduct, but to cause the improper behavior to cease. The procedure is also progressive, in that it involves sanctions in various stages to deal with multiple instances of the same offense(s). When appropriate, positive interventions rather than punitive approaches are encouraged. Such interventions may include, but are not limited to, the use of education, counseling, peer consultation, and referral to an Employee Assistance Program (EAP).
- B. This procedure shall be interpreted and applied in all respects in a manner consistent with [Section 5.3](#) of the *Faculty Handbook* (Academic Freedom). All aspects on this appendix, including any issue as to the propriety of the discipline imposed at any stage of this procedure, as well as any question as to whether the discipline is disproportionately severe, shall be subject to review through the grievance-arbitration procedures of the Collective Bargaining Agreement.
- C. Any disciplinary action must be based on a material violation of the general responsibilities of full-time faculty members, as defined in [Section 5.3](#) of the *Faculty Handbook*.

concurrence of the Provost/SVPAA. Stage 2 involves a formal meeting between the dean and the faculty member initiated by the dean in writing. The letter shall include a statement of the alleged violation and an intent to take the matter to the second stage of the disciplinary procedure. If the dean determines in the course of this meeting that the alleged violation did not occur, or was not material enough to warrant discipline, then no official record will be kept of this meeting. If the dean determines that a material violation did occur, the dean shall send a written reprimand to the faculty member, with two copies sent to the Provost/SVPAA for inclusion in the disciplinary procedure file and the faculty member's personnel file, and a third copy sent to the Chair of FAC. (No materials related to discipline shall be placed in a faculty member's personnel file except those generated through this Disciplinary Procedure or through the procedures related to dismissal [[Appendix IV](#)].) If there has been no recurrence of the violation within two years after the date of this meeting, the letter shall be expunged from the personnel file at the written request of the faculty member, and shall be deemed void and of no effect. If the dean determines that a material violation did occur, the dean may also require that the dean and the faculty member jointly develop and sign a professional conduct contract, based on the Faculty Handbook expectations of [SB37015.8792](#) and relevant University of Scranton policies, in which the faculty member agrees not to repeat the violation and to adhere to these provisions and policies. After consultation with both the Provost/SVPAA and the chair of FAC, the dean may also strongly encourage the faculty member to participate in counseling sessions or an EAP.

3. **Stage 3** - An alleged material violation may properly be raised at Stage 3 only if the affected faculty member has received a written reprimand for another instance of the same

