

Ohio University

Faculty Handbook

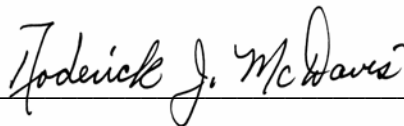
Revised, January 2007

The Faculty Senate, as sanctioned by the Ohio University Board of Trustees, is an elected representative body that acts on behalf of all faculty on matters related to University planning, governance, and resource allocation. The Senate maintains primary jurisdiction over curriculum and academic policies, and is an advocate for faculty views on all other University policies and practices. As a key partner in University governance, the Senate provides representatives to all relevant University committees, boards, and task forces. The Faculty Senate provides a forum for the discussion of all issues of concern to the faculty and is dedicated to creating and maintaining a University environment that preserves academic freedom and fosters the free exchange of ideas.

The rights, privileges, and responsibilities of the faculty of Ohio University are governed by the statements and bylaws contained in the latest revision of this *Faculty Handbook*. Proposed revisions are referred to the Faculty Senate and, when approved by the Senate, are forwarded as recommendations to the President for approval and subsequent publication in the *Faculty Handbook*.

Approved as Official University Policy

By



Roderick J. McDavis, *President*

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I. ACADEMIC FREEDOM

A. Academic Freedom, Professional Ethics and Tenure

Ohio University subscribes fully to the 1940 Statement of Principles of the American Association of University Professors regarding academic freedom and regarding tenure except as altered below in Section II.D.2.a.

Section II.D.2.a is consistent with the statement adopted by the American Association of University professors in June 1978.

1. Statement of Principles-American Association of University Professors^[1]

The purpose of this statement is to promote public understanding and support of academic freedom and tenure, and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good, and not to further the interest of either the individual teacher^[2] or the institution as a whole. The common good depends upon the free search for truth, and its free exposition.

Academic freedom is essential to these purposes, and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching, and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically:

- (1) freedom of teaching and research and of extramural activities and
- (2) a sufficient degree of economic security to make the profession attractive to men and women of ability.

Freedom and economic security, hence tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

2. Statement on Professional Ethics^[3]

- a. Faculty, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. This primary responsibility to their subject is to seek and to state the truth as they see it. To this end, they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise self-discipline and judgment in using, extending, and transmitting knowledge. Faculty members should practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

- b. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals, and adhere to their proper roles as intellectual guides and advisors. Professors make every reasonable effort to foster honest academic conduct, and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect the academic freedom of their students.
- c. As colleagues, faculty have obligations that derive from common membership in the community of scholars. Faculty do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas, professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
- d. As members of an academic institution, professors seek, above all, to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institutions in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the institution, and give due notice of their intentions.
- e. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

3. 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/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- b. All teachers are entitled to freedom in the classroom in discussing their subject, but they should avoid persistently intruding material which has no relation to their subject.

- c. College or university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As men or women and as educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they 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 they are not institutional spokespersons.

4. Academic Tenure

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 cases 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:

- a. 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.
- b. Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period shall not exceed seven years, except as qualified in II.D.2.e. Notice shall be given at least one year prior to the expiration of the probationary period if the faculty member is not to be continued in service after the expiration of that period.
- c. During the probationary period, a teacher should have the academic freedom that all other members of the faculty have.
- d. 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, accused teachers should be informed before the hearing in writing of the charges against them and should have the opportunity to be heard in their own defense by all bodies that pass judgment upon their case. They should be permitted to have with them an advisor of their 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 their 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.
- e. Termination of a continuous appointment because of financial exigency should be demonstrably *bona fide*.

B. Political Activity of Professors

1. The college or university faculty member is a citizen and, like other citizens, should be free to engage in political activities so far as he/she is able to do so consistently with his/her obligations as a teacher and scholar.
2. Many kinds of political activity (e.g., holding part-time office in a political party, seeking election to any office under circumstances that do not require extensive campaigning, or serving by appointment or election in a part-time political office) are consistent with effective service as a member of a faculty. Other kinds of political activity (e.g., intensive campaigning for elective office, serving in a state legislature, or serving a limited term in a full-time position) may require that the professor seek a leave of absence from his/her college or university.
3. In recognition of the legitimacy and social importance of political activity by faculty members, universities and colleges should provide institutional arrangements to permit it, similar to those applicable to other public or private extramural service. Such arrangements may include the reduction of the faculty member's workload, or a leave of absence for the duration of an election campaign or a term of office, accompanied by equitable adjustment of compensation when necessary.
4. Faculty members seeking leave should recognize that they have a primary obligation to their institution and to their growth as educators and scholars; they should be mindful of the problem that a leave of absence can create for their administration, their colleagues, and their students; and they should not abuse the privilege by too frequent or too late application or too extended a leave. If adjustments in their favor are made, such as a reduction of workload, they should expect them to be limited to a reasonable period.
5. A leave of absence incident to political activity should come under the institution's normal rules and regulations for leaves of absence. Such a leave should not affect unfavorably the tenure status of a faculty member, except that time spent on such leave from academic duties need not count as probationary service. The terms of a leave and its effect on the professor's status should be set forth in writing.

C. Policy on News Releases and Press Conferences

To maintain good media relations and to use most efficiently the time of faculty and staff, interviews with the press concerning matters of official policy of the University should, whenever possible, be channeled through the Director of University News Services. However, it is appropriate to respond directly under the following circumstances:

1. The President will respond for Ohio University on all general University matters and all policy matters unless he/she specifically assigns this responsibility to a senior officer. On other matters pertaining to a senior officer's administrative area, that senior

officer will respond unless he/she specifically assigns this responsibility to a person in his/her area. These responses may be prepared by University News Services, but only at the direction of the President or the senior officer whose administrative area is involved, and they will not be released until after the statement has been approved by him/her. The Director of University News Services should be informed of interviews and given copies of the statements made if University News Services did not take part in preparing them.

2. Faculty or staff approached as the result of personal accomplishments or their knowledge in a specialized field may respond directly.
3. Responses to reporters from the student newspaper or to newsmen from the University radio or television station may be made without formal clearance through University News Services.
4. Certain routine announcements-e.g., concerning scheduling of University events-may be made directly to the news media. At the time of a University emergency, all official statements or announcements relating to that emergency will be made by the President of Ohio University or his/her designated representative through University News Services. All official interviews relating to the emergency will be held with the President or with a person designated by him/her and will be coordinated by University News Services.

Nothing in the above policy statement is intended to abridge:

- a. individual citizenship rights of the faculty and staff to express personal opinions or offer personal commentary on any subject they choose, although they should use caution in differentiating such personal free speech from official statements;
- b. the rights of various leaders and members of groups within the University to speak freely on behalf of their organizations; or
- c. the rights of the press to seek, energetically, all matters of public interest in a public university.

D. Policy on Faculty Academic Files

Faculty academic files are defined as those files containing both academic and administrative records of a faculty member. They are initiated prior to employment, and currently maintained throughout the employment period of the named faculty member. Such files or partial duplicates thereof may be kept in the office of the Provost, the office of the Vice President for Regional Higher Education, offices of the deans of the colleges, offices of the deans of the regional campuses, offices of chairpersons of departments, and offices of directors of schools, and are under the custodianship of administrative officers supervising said offices. For the purposes of this document, all faculty academic files referred to above are considered in the same category.

Faculty files are considered public records, and, as such, are subject to the public records statutes of the State of Ohio. With very few restrictions, these statutes currently require that public records be open to inspection by any member of the general public. Access to medical records or certain classes of legal records, should there be any in the file, is not permitted. But access to letters of reference, even if solicited under a promise of confidentiality, is not restricted under public records statutes of the State of Ohio.

Except in the case of faculty members reviewing their own files, persons seeking permission to review faculty files or other public records in the University must make the request to the Office of Legal Affairs. When faculty files are requested in this manner, the Office of Legal Affairs will make a good faith effort to inform all current faculty members whose files are included in the request. Files may not be removed from the office where they are maintained, but copies will be provided upon request and at reasonable cost. These restrictions do not apply to use of the files for official University business by authorized individuals.

Faculty members are permitted to add materials to their academic files as they wish.

When a faculty member disagrees with officials, in whose offices faculty files are maintained, concerning faculty access to material or apparent unauthorized use of faculty files, he or she may appeal to the Professional Relations Committee following the prescribed faculty grievance procedure for matters other than promotion and tenure.

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Endnotes

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^[1] 1940 Statement of Principles Concerning Academic Freedom and Tenure from the AAUP Bulletin, Vol. 56 No. 3 (Autumn, 1979), pp. 323-326.

^[2] *Teacher* as used in this statement is understood to include the investigator without teaching duties who is attached to an academic institution.

^[3] Based on the Statement on Professional Ethics, adopted by the AAUP Council, and endorsed by the Seventy-third Annual AAUP Meeting in June 1987.

II. CONTRACTS

A. New Appointments

New appointees to the Ohio University faculty will be given:

1. A written statement of appointment, specifying salary arrangements. This statement shall be provided by the dean of the appropriate college.
2. A written communication constituting and entitled "A Contract" shall include the conditions of employment, and describe any and all exceptions to the conditions specified in Section II of this *Faculty Handbook*. The contract shall be provided by the appropriate academic dean and shall be signed by the President.
3. A copy of the *Faculty Handbook*. (a hardcopy is no longer available as of September 1, 2002)
4. Descriptive literature, prepared by University Human Resources, describing and explaining the University Group Life Insurance Plan, Major Medical Expense Insurance, the State Teachers Retirement System of Ohio, the University Travel Accident Insurance Plan, the Ohio University Employees Credit Union, the Tax-Deferred Annuities Program, and the Twelve-Month Pay Option, if applicable.

In addition, Group I appointees will be given:

5. A written statement of the tenure and promotion policy of the department, school, or division to which the faculty member is appointed, which is in effect on the starting date of such appointment.
6. A written statement of the tenure and promotion policy of the college or campus within which that department, school, or division resides, and which is in effect on the starting date of the appointment.

Upon receipt and return of the formal contract, or as soon as practicable after arrival on the campus following his or her appointment, the new appointee shall call at University Human Resources to fill out personnel cards and insurance papers, and to take care of other pertinent administrative matters.

B. Special Appointments

1. Professional Courtesy Appointments

A department at Ohio University may provide an academic home to professional persons through special courtesy appointments as a Research Scholar, Research Scientist, or Artist when mutually beneficial to the individual and the department. Persons with these appointments receive an annual letter of appointment that describes the nature of their work with an appropriate title.

Appointments are made by the dean of a college upon recommendation from a department or regional campus division, and copies of the letter of appointment go to the Provost and President. Persons granted these appointments must have the appropriate qualifications to pursue a program of research, scholarship, or creative activity. This program may also include

proposal and report writing, grant solicitation, publication of results, and/or performance and exhibition.

Such appointees are given computer accounts, faculty ID cards, parking, faculty library privileges, and are listed in the campus directory, but receive no salary. Additional resources may be made available to them by departments or regional campuses depending on availability.

Suitably qualified appointees may teach regularly scheduled classes upon the issuance of a contract specifying both an appropriate salary and group classification.

2. Other Special Appointments

It is recognized that in some departments and divisions of the University, there are positions, such as Technical Assistant and Curator that do not necessarily require advanced degrees. Appointees to these positions will not ordinarily receive tenure. In addition to a formal contract, such appointees will be given a written statement describing the character as well as the probable minimum and maximum duration of their work.

C. Faculty Rank and Status: Privileges and Limitations

1. Academic Rank

A person appointed to a position as an Instructor, Lecturer, Assistant Professor, Associate Professor, or Professor shall be recognized as holding academic rank. The position of Professor shall include special titles, such as Distinguished Professor and Trustees Professor, and appointments to endowed chairs.

2. Appointment of Faculty

- a. All holders of academic rank shall hold this rank in an academic department ^[1] of the University. Academic departments include only those listed in the current *Ohio University Undergraduate Catalog*, with such additions or deletions as may be recommended by the Provost and approved by the President.
- b. Appointment of any faculty member to a particular department should be made by the President upon recommendation initiated by the department concerned and approved by the dean of the college involved and the Provost of the University. In cases where an appointment has been recommended by the academic department and the dean of the college, but not approved by higher administrative officers, the reason for the denial of appointment shall be conveyed in writing to the person concerned, to the dean of the college, and to the department chairperson.

3. Classification of Faculty

Within a given department or regional campus, each person holding faculty rank shall hold but a single classification (Group I, II, III, or IV).

All persons holding faculty rank whose primary employment is by an educational institution other than Ohio University shall be classified in Group II, III, or IV.

All personnel holding faculty rank shall be classified according to the following groups:

- a. Group I consists of persons on full-time or part-time appointments specifically designated as Group I faculty who, except when on unpaid leave granted at their request, are employed in at least three quarters of a fiscal year, and who are so employed from the date of receiving an appointment in the Group I category until that appointment terminates. A person may not change to Group II or III or IV categories once the initial appointment in Group I is made. Faculty shall be classified with respect to the campus where their teaching duties are principally performed.

Group I (retired) consists of Group I faculty covered under the Early Retirement Policy (see Section III.R). Persons with Group I (retired) classifications have the rights and privileges of persons with Group I classifications with the following exceptions: they will be ineligible for promotion in academic rank, University Faculty Fellowship Leave, and membership in the Faculty Senate; they will be ineligible to vote in Faculty Senate elections and on matters concerning promotion, tenure, new appointments, renewal of probationary appointments, merit pay, and any other issues requiring formal departmental action.

Persons holding part-time appointments must have qualifications equal to those currently used by departments or regional campuses as criteria for full-time appointments.

Depending on their qualifications and experience, persons holding part-time appointments in Group I may be appointed as Part-Time Professors, Part-Time Associate Professors, Part-Time Assistant Professors, Part-Time Instructors, and Part-Time Lecturers. All appointments to Group I will be reviewed according to the usual procedure by the dean and the Provost.

- i. All faculty in Group I shall be employed, in terms of their work assignments, according to the following guidelines:
 - 1. Faculty members may be employed on the basis of full-time or part-time appointments.
 - 2. Faculty members of a given department or regional campus may negotiate a shift from a full-time to a part-time appointment, or from part-time to a full-time appointment.
 - 3. A faculty member on a part-time appointment desiring, temporarily, to shift to a full-time appointment may seek a colleague holding such an appointment who wishes, temporarily, to shift to a part-time employment, and, with the department's

or the regional campus' approval, such an exchange of appointments may be arranged.

4. The intention of a faculty member to seek change in the character of his/her appointment (full-time to part-time, or part-time to full time) shall be discussed with his/her chairperson or regional campus director one year in advance.
5. No person holding a regular full-time appointment shall be shifted to a part-time appointment without his/her written consent.
6. A person who is awarded tenure as a full-time faculty member does not lose tenure by accepting a part-time appointment. He or she reverts to full-time status when the agreed-upon term of part-time service is completed.

ii. All faculty in Group I and holding part-time appointments shall be subject to the following conditions of appointment and to the rights and benefits associated with such appointments:

1. Salaries shall be negotiated at the departmental or regional campus level, the end product of negotiation to be a proportionate part, depending on work assignment, of the salary a similarly qualified full-time person would receive in the given department or on the given campus.
2. Tenure and promotion are both to be granted according to general University regulations and departmental or regional campus criteria currently operative as regards persons holding full-time appointment.

iii. Part-time faculty in Group I shall enjoy all other rights and benefits accorded faculty members holding full-time appointments.

b. Group II consists of experienced persons holding part-time appointments who are primarily considered instructional personnel, and who have such qualifications as enable them to teach satisfactorily the classes assigned them. Persons who have taught at Ohio University for six quarters in two consecutive years on part-time appointments within the same department or regional campus shall automatically be placed in this classification unless included in Group I. Other persons not included in Group I and holding part-time teaching appointments may be placed in Group II at the recommendation of their departments or regional campuses. Faculty members in Group II are expected to perform those faculty activities agreed to in negotiations with their departments or regional campuses and shall enjoy the following rights and benefits:

i. Salaries and teaching assignments are to be negotiated at the departmental or regional campus level, the end product of negotiation to be a proportionate part, depending on work assignment, of the salary a similarly qualified full-time person would receive in the given department or on the given regional campus. (One base for negotiations will be an annual schedule of minimum per-course rates of compensation and guidelines provided by the Provost. Salary increments for Group II shall be negotiated in accordance with University policies and shall take into account length of service.)

- ii.* A written evaluation of the faculty member will be forwarded to him/her by February 15 on an annual basis for continuing Group II contracts by the director or chair. Each chairperson or director shall employ a departmental committee or committees in the evaluation process, which shall conform to the department's written procedures and demonstrate peer review as a part of the merit process.
- iii.* Group II employees are entitled to nine-month contracts in all instances where a department's or regional campus' experience, or other factors, indicates that a faculty member will be employed for the whole of the ensuing nine-month academic year. Such contracts shall be considered the norm for persons in Group II, and quarterly contracts (or contracts for two quarters) may be tendered only when a shift in enrollment patterns, or other factors, indicates that the services of a given faculty member will not be required for the whole of the ensuing academic year, or, alternatively, when a faculty member requests in writing that his/her contract for the ensuing year be limited to one or two quarters.
- iv.* All contracts issued to persons in Group II are term contracts, renewable solely at the University's pleasure, but not subject to the three-year limitation on full-time contracts. Accordingly, those accepting such contracts shall be considered to have received due notice that the University has no obligation to furnish them with employment beyond the expiration date of their contracts.
- v.* Part-time faculty in Group II who are on nine-month contracts shall be eligible for retirement according to the State Teachers Retirement System (or in some circumstances the Alternative Retirement Plan--see (Section III.L), Group Life Insurance, Major Medical Insurance, Dental Insurance, Travel Accident Insurance, membership in the Ohio University Employee Credit Union, Tax-Deferred Annuities, Twelve-Month Pay Option, and parking privileges. Group II faculty, who have a FTE of 0.67, or greater, on an academic year basis, shall be considered full-time for the purpose of being eligible to participate in alternative retirement plans.
- vi.* Group II faculty have the right to stand for election and to vote to elect two Group II faculty to the Faculty Senate.
- vii.* Group II faculty are eligible for program grants, development awards and funds, with the exception of Faculty Fellowship leaves, University Professor awards, Presidential Research Scholar Awards, and Presidential Teacher Awards.
- c.* Group III consists of persons holding part-time appointments who are primarily considered instructional personnel, and who have such qualifications as enable them to teach satisfactorily the courses assigned them. Persons in Group III differ from those in Group II in that, because of the more recent date of their initial employment or the irregularity of their employment, their departments or regional campuses have had less opportunity to assess their work. Faculty members in Group III are expected to perform those faculty activities agreed to in negotiation with their departments or regional campuses and shall enjoy the following rights and benefits:

- i.* Salaries are to be negotiated at the departmental or regional campus level, with salary increments to be granted in accordance with University policies. (One base for negotiations will be an annual schedule of minimum per-course rates of compensation and guidelines provided by the Provost.)
 - ii.* Quarterly contracts shall be issued as early as possible and normally no later than when preregistration enrollments become available. Emergency appointments at the last minute are to be minimized.
 - iii.* All contracts issued to persons in Group III are term contracts, renewable solely at the University's pleasure, but not subject to the three-year limitation on full-time term contracts. Accordingly, those accepting such contracts shall be considered to have received due notice that the University has no obligation to furnish them with employment beyond the expiration date of their contracts.
- d.** Group IV consists of persons holding visiting professor or other full-time appointments, adjunct professor (see Section II.D.1.e), special appointments (see Section II.B), or any other appointments not assigned to Group I, II, or III. Appointees to such positions shall hold faculty rank but not faculty status. Visiting professor and other full-time term appointments are limited to a total of three years, consecutive or otherwise, except for term appointments in OPIE, ROTC, and the program for Incarcerated Students, which are unlimited, and for positions wholly funded by grants and contracts (excluding overhead return funds), which are limited to the period of external financial support. Also exempted from the three year limit are certain (described below) full-time term faculty appointments in the College of Osteopathic Medicine with full-time responsibilities at the Centers for Osteopathic Regional Education (CORE) System. The CORE positions eligible for the exemption from the three year limit are: the Directors of Medical Education with full-time faculty appointments (and hence no private practice) and those Residency Program Directors with full-time faculty appointments (and hence no private practice).

Adjunct professors and special appointments are not subject to the three-year limitation, but are renewable annually at the University's pleasure. Accordingly, those accepting Group IV appointments shall be considered to have due notice that the University has no obligation to retain them beyond the expiration date of their appointments.

Visiting professors or other full-time term appointees have the same rights and benefits as Group II faculty, with the exceptions of standing for and voting in Faculty Senate elections.

4. Faculty Status

- a.** All persons holding faculty appointments, both full-time and part-time, in Group I shall enjoy faculty rank and status ^[2].
- b.** A person who has faculty status is recognized as being primarily an officer of instruction rather than an officer of administration.

- c. Only a person who has faculty status and is classified in Group I is eligible for tenure, promotion in academic rank, and University Faculty Fellowship leave. Only Group I and Group II faculty may be members of the Faculty Senate and vote in Faculty Senate elections. To be considered eligible for tenure, a person must hold faculty status throughout the entire probationary period. Probationary faculty who assume a full-time administrative contract must be reappointed to faculty status after the completion of the administrative duties, at which time the tenure period is to be negotiated as indicated in Section II.D.2.e.
- d. Faculty status is reserved for a person who has demonstrated scholarly or professional competence in a recognized academic discipline, and who is engaged in teaching or research pertaining thereto, or both. Further, such status is reserved for a person whose service is primarily to the academic department to which he/she is appointed.
- e. A coordinator of an interdisciplinary academic program who functions at the administrative level of a department chairperson, and who is considered by the department in which he/she holds his/her rank as basically an officer of instruction will have faculty status.
- f. A person who is not a member of the Ohio University faculty who is appointed to an administrative position may be given academic rank by the President upon the concurrence of the appropriate academic department and dean, and the Provost. Such a person shall not have faculty status while he/she holds a position that is primarily administrative in nature.
- g. An Ohio University faculty member who accepts an administrative position at Ohio University will keep his/her rank, and if he/she has tenure he/she will keep his/her tenure. Persons whose responsibilities are defined as more than fifty percent administrative within the University and who teach part-time will fall in Group II, III, or IV unless they have attained Group I status through faculty service prior to their assumptions of administrative duties. An administrative officer of the University who is thus in Group I retains faculty rank but not faculty status.
- h. Faculty members with visiting or other term appointments (see Section II.D.1.d and e), because of the limited duration of their appointments, are not eligible for tenure, professional leave, membership in the Faculty Senate, or to vote in Faculty Senate elections.
- i. Each department, school, college, or regional campus shall define in writing the extent and manner of part-time faculty participation in internal decision-making processes, as well as the assignment of non-instructional duties.

5. Promotion

All advancement in academic rank shall be made by the President upon the recommendation of the department, the dean involved, and the Provost, and this recommendation shall be made upon the basis of performance associated with duties in the department in which rank is held.

6. Faculty Tenure

- a. Tenure is awarded to those individuals whose records indicate that they are likely to continue to make significant positive contributions to the academic life of the University throughout their professional careers. Eligibility for tenure shall be determined by the department concerned and is reserved for those who are engaged in academic activities, including teaching, research, and service. No academic department in the University shall maintain any full-time teaching rank that is not tenurable.
- b. Tenure shall be granted by the President upon recommendation of the department, the dean involved, and the Provost of the University.
- c. Under exceptional circumstances, tenure may be granted by the President to a person who is newly appointed to an administrative position at Ohio University, who has not been previously a member of the Ohio University faculty. Such a grant of tenure must have been approved by the department concerned, the dean concerned, and the Provost of the University.
- d. The criteria used to make decisions on promotion and tenure must originate in the department, school, or division in consultation with the dean. Faculty should review these criteria periodically in consultation with the dean of the college or regional campus. These criteria and any changes made to them must be approved by a majority of the Group I faculty of the department/school/division. In the event of an impasse between the department/school/division and the dean, the standing Committee on Promotion and Tenure of the Faculty Senate shall act as arbiter.

If a college or regional campus has written promotion and tenure criteria, these criteria and any changes made to them should originate in meetings of faculty, as a whole or by committee in consultation with the dean. The criteria and any changes made to them must be approved by the Group I faculty in the college or campus. In the event of an impasse between the college faculty and the dean, the standing Committee on Promotion and Tenure of the Faculty Senate shall act as arbiter.

7. Appointment and Tenure for Members of the Same Family

- a. Ohio University is not opposed to the employment of more than one member of the same immediate family. "Family" here is to be understood to include spouse, former spouse, domestic partner of same sex and opposite sex, former domestic partner, parent-child, and sibling relationships, even if the persons involved do not live in the same household.

Each appointment is made on its own merits, whether both members are in the same department or not. Promotions and raises should not be prejudiced, favorably or

unfavorably, by the faculty status of the other member of the family or by his/her activities, rank, or position. Tenure is to be awarded to each person under exactly the conditions that apply to other faculty members.

- b. A faculty member shall neither initiate nor participate in departmental decisions concerning another member of his/her family as defined above, a faculty member with whom he/she has a consensual sexual relationship, or a faculty member with whom he/she has business relationships with regard to initial appointment, retention, salary, tenure, and promotion.

A business relationship is defined as a situation in which the two faculty are co-owners of a business enterprise, with or without other partners, where the two have a total of \$10,000 or more in equity and where one or both of the following conditions are met. One or both of the faculty have managerial (decision-making) authority, or the total ownership share of the enterprise held by the two faculty members exceed 10%

Faculty who are not disqualified from participating in these decisions by these criteria but how have relationships which significantly affect their judgment on these matters are encouraged to discuss the issue with departmental or departmental promotion and tenure chairs and to request to be removed from committees, if appropriate.

Only under the most unusual circumstances should a person exercise significant supervision with respect to another member of his/her family. Thus, for example, he/she should not schedule classes or other work assignments, nor participate in decisions regarding leave of absence for the other person. Further, he or she should not be involved in grievance or hearing procedures at any level regarding the other family member.

8. Adjudication and Amendment

The Faculty Senate authorizes its Standing Committee on Professional Relations to act as a consultative agency for the adjudication of the rules and definitions pertaining to faculty rank and faculty status in such cases that, from time to time, are in need of judgment. The Standing Committee on Professional Relations will recommend refinements and amendments to these regulations as may be necessary to cover emerging situations.

D. Appointments, Tenure, and Renewal of Contracts

1. Terms of Appointments

- a. The terms and conditions of every appointment to the faculty shall be stated in writing, and a copy of the appointment document shall be supplied to the faculty member. Any subsequent extensions or modifications of an appointment, and any special understandings, or any notices incumbent on either party to provide, shall be stated in writing with a copy given to the faculty member.

- b.** With the exception of term appointments clearly limited to a brief association with Ohio University, and reappointments of retired faculty members on special conditions, all appointments to the ranks in which tenure may be attained (see Section II.D.2.b) are of two kinds: (a) probationary appointments; (b) appointments with continuous tenure.
- c.** Except for faculty members who have tenure status or who are not eligible for tenure, every person with a teaching or research appointment of any kind shall be informed each year in writing of the department's evaluation of the individual's performance and progress toward tenure (see Section II.E.2). This evaluation normally will be provided to the faculty member by February 1.
- d.** A person may be employed by Ohio University under a term contract. The term contract is a faculty appointment for a specified period, which explicitly excludes eligibility for tenure. Such appointments may be made for a total of no longer than three years, consecutive or otherwise, with the exception of those faculty members employed to teach in the Reserve Officers Training Corps (ROTC), in the Program for Incarcerated Students (PFIS), in the Ohio Program in Intensive English (OPIE), and for positions wholly funded by external grants and contracts (excluding overhead return funds). The exception for ROTC is granted in recognition of the fact that faculty assignments to the program are externally controlled. The exception for PFIS is granted because the program is externally funded by the state. The exception for OPIE is granted only to the extent that courses offered in the program carry no credit applicable to degree requirements. All such appointments in OPIE will be made at the rank of Lecturer. The exception for faculty positions wholly funded by external grants and contracts (excluding overhead return funds) is limited to the period of external financial support provided by the grant or contract. The regulations regarding term contracts do not apply to part-time faculty.
- e.** A "visiting" title is reserved for a person normally employed at another institution, but who is currently at Ohio University and may be employed on a term contract.

An "adjunct" title can be used for persons employed either at Ohio University or from outside the university. An adjunct appointment is normally uncompensated, but may have compensation for work performed or contributions made to a program. The duration of an "adjunct" appointment is variable, but is to be made explicit at the time of appointment. An adjunct appointment is made by the dean of a college based on a recommendation from a department or school.

A "joint" appointment is reserved for a faculty member with responsibilities in more than one department. A joint appointment requires a written agreement between the home department and any other participating department(s) plus the approval of the respective dean(s). The agreement should specify the duties and obligations of the faculty member to each department. The faculty member's tenure and promotion always reside in a single home department.

2. Probationary Appointments

- a. Probationary appointments may be made for one year, or for any other stated periods, subject to renewal. The total period of probationary service prior to the acquisition of continuous tenure shall not exceed seven years except as qualified in Section II.D.2.e. Maximum periods of probationary service shorter than seven years must be negotiated prior to the initial appointment. Faculty members commencing service to Ohio University in the Winter or Spring quarters of an academic year will have the length of their probationary period determined as if they commenced service in the ensuing Fall quarter. The maximum length for the probationary service period shall be conveyed to the faculty member in writing at the time of the initial appointment.
- b. Tenure may be attained only in the ranks of Professor, Associate Professor, Assistant Professor, Instructor, and Lecturer classified in Group I, and their Group I part-time counterparts.
- c. The probationary period for persons eligible for tenure in part-time positions shall begin with the quarter in which they are first employed on the basis of a contract explicitly designating them as faculty members in the Group I category.

Group I part-time faculty members shall serve a probationary period not to exceed seven years.

Tenure for a part-time faculty member entitles the holder to claim part-time employment as a tenured right. At tenurization, a proportion of the normal work-load within the department will be set as the minimum employment, which that specific part-time faculty member may expect. If a part-time faculty member in Group I is denied tenure, he/she may not continue to be employed as a Group II or Group III person.

When a tenured part-time faculty member shifts to a temporary full-time appointment, his/her tenure status is still that of a part-time faculty member.

When a tenured part-time faculty member shifts to a permanent full-time appointment, he/she automatically becomes a tenured full-time faculty member.

- d. Written notice shall be given at least one year prior to the expiration of the probationary period if the faculty member is not to be continued in service after the expiration of that period. In effect, this means that the tenure decision must be made prior to or during the penultimate year of the probationary period.
- e. A faculty member's probationary period can be extended beyond the maximum time only in the event of a procedural error, as the result of a period of leave of six months or longer, or of significantly reduced capacity for six months or longer, and subject to approval by the Promotion and Tenure Committee of the Faculty Senate. Requests

made under Section II.H. and Section II.I. usually will result in the probationary period being extended by one year.

- f. If a procedural error has been committed in the course of reaching a tenure decision, and a reconsideration involving an extension of the probationary period has been approved by the Promotion and Tenure Committee, the decision is to be reconsidered by the appropriate recommending authorities even if in so doing the faculty member's probationary period is extended beyond the maximum limit.
- g. In order to avoid errors in the determination, recording, and observance of dates of the probationary period (a type of procedural error), a faculty member shall receive, at the time his/her second year contract is awarded, a written form verifying tenure dates and deadlines and other relevant information included in the contract. The Office of the Provost is to ensure the implementation of this section in an effective manner.

3. Renewal of Contracts for Probationary Appointments

Regardless of the stated term or other provisions of any appointments, written notice that a probationary appointment is not to be renewed shall be given to the faculty member in advance of the expiration of his/her appointment, as follows:

- a. 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;
- b. 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;
- c. at least twelve months before the expiration of an appointment after two or more years of service at Ohio University. The notice of nonreappointment will be accompanied by an oral and, if the faculty member so requests, a written explanation of the basis for nonreappointment. The basis for nonreappointment must not violate the faculty member's academic freedom.

4. Termination of Appointment by the University

- a. Termination of a tenured appointment, or of a probationary appointment, before the end of the contract period, or of a term appointment before the expiration of the specified term, may be effected by the University only for adequate cause.
- b. If the termination takes the form of a dismissal of a tenured faculty member, the procedure described below under "Loss of Tenure" shall be followed.
- c. If the termination arises from the elimination of a program or department of instruction for educational reasons, the procedures set forth in this section, rather than regulations

described below under "Loss of Tenure" will be invoked. The decision to eliminate a program or department will be based on educational considerations. Educational reasons for discontinuance would include the lack of a continuing need for the program; they would also include a lack of educational quality. Considerations about the need for the program would include a significant and persistent trend of insufficient enrollment. Educational quality considerations would include the quality of instruction, scholarly achievement, intrinsic academic worth, or curricular value to other academic areas. Schools and regional campus divisions are equivalent to departments for purposes of this policy.

A program is defined as a course of studies leading to a degree or associate degree, a recognized major under a degree, or an option or concentration under a degree that is generally comparable to a major at the University.

A proposal for elimination of a program or department will be considered at the college level before being submitted to the University Curriculum Council. The college curriculum committee will consider the proposal and submit its recommendation to the dean. The dean will also consider the matter and provide a recommendation. The dean will forward the proposal to the University Curriculum Council if either his/her recommendation or that of the college curriculum committee is for elimination of the program or department. The department or program can submit evidence to each of the committees considering the proposal.

The Programs Committee of the University Curriculum Council will be charged with determining whether

1. the activities to be eliminated are consistent with the definition of a program;
2. the reasons stated for elimination are indeed educational in nature;
3. the individual(s) designated for loss of tenure are identified primarily with the program.

In the case of the proposed elimination of a graduate program, the Programs Committee will obtain the recommendation of the Graduate Council. For the purpose of this policy, to be primarily identified with a program it must be shown that a majority of the faculty member's teaching effort is in that program. In addition, if a faculty member whose position is being eliminated has, within the last five years at Ohio University, been identified primarily with another existing program or programs, he/she will have the right to return to that program. A positive decision of all three determinations is necessary to forward the proposal to the University Curriculum Council.

The University Curriculum Council, by a majority vote of the membership, will then determine whether the stated reasons are of sufficient gravity to warrant discontinuance of a program leading to loss of tenure. Only a positive recommendation will be forwarded to the Provost. If the Provost favors the recommendation, it will be forwarded to the President and through him/her to the

Board of Trustees. Faculty members affected by such a decision may appeal the Provost's decision to a committee consisting of all faculty senators in the third year of their term. This committee shall consider only whether the faculty member(s) has received due process in the above procedure. Elimination of a program or department that leads to the loss of tenured faculty requires favorable action by the Board of Trustees.

Before terminating a tenured appointment through elimination of a program or a department, the administration shall make a bona fide effort to place the faculty member concerned in another suitable position in the University. If successful, and the new employing unit desires additional training for the faculty member, the University will provide financial and other support for a reasonable period of training. When the new position is tenurable, tenure may be granted in the new department immediately (See Section II.C.6.). Transfers of this nature, being within the University, do not require advertisement of the new position to which the faculty member is appointed.

In the event that the program or department is re-established within a period of three years, the released faculty member shall be offered reappointment. In all cases of termination based on elimination, the faculty member concerned shall be given 12 months' terminal notice or severance salary equivalent to his current contract base amount. The University shall determine which option is to be used.

- d.** Termination of an appointment with tenure, or of a probationary or term appointment before the end of the specified term, may occur under extraordinary circumstances because of demonstrably bona fide financial exigency, i.e., an imminent financial crisis that threatens the survival of the institution as a whole and that cannot be alleviated by less drastic means. If such a termination should be initiated, the regulations described under "Loss of Tenure" will not apply. Since the state of financial exigency represents such a serious distortion of normal University procedures and policies, it is not to be entered into and carried out without very specific steps being taken. These steps are:

 - i.* After informing the Trustees of the approaching financial crisis and before proposing a state of financial exigency, the Administration of the University, in consultation with the Faculty and Administrative Senates, shall propose and carry out all possible reductions of University activities that are not of primary importance to the educational mission of the University.
 - ii.* If the reductions undertaken in (i) do not resolve the problem, the President shall appoint a committee to investigate the need for declaring financial exigency. The majority of the committee shall be faculty members chosen by the Faculty Senate, but it shall also contain administrators chosen by the Administrative Senate and students chosen by the Student Senate. This committee shall issue its report within four weeks of its creation.

- iii.* The committee report, along with any recommendations from the Faculty, Administrative and Student Senates, shall be considered by the Trustees before determining whether a state of financial exigency exists.
- iv.* Once the Trustees have declared a state of financial exigency, certain restrictions are automatically imposed on the University. No new appointments, replacements, or grantings of tenure are to be made in the University without special exemption by the committee described in (ii). This committee shall make its recommendations to the Trustees. Furthermore, pay raises shall not be granted any employee of the University unless mandated by legislative action.
- v.* The procedure for determining which faculty are to be terminated is as follows. The Provost, after consideration of educational and fiscal factors, shall prepare a termination plan in consultation with a Retrenchment Committee composed of an equal number of deans and representatives from the Faculty Senate, with at least one representative from each of the regional campuses and each of the colleges. This plan shall include the number of faculty to be terminated, and a distribution of the total among the colleges and regional campuses. The termination plan shall effect reductions according to the following criteria:

 - a.* First, no tenured faculty member is to be terminated before all non-tenured faculty in the college have been terminated. An exception may be made in the case of a non-tenured faculty member whose responsibilities could not be met satisfactorily by another faculty member in the college, and whose loss would seriously damage his/her department's program. Petitions for exceptions should be submitted with full documentation to the Retrenchment Committee.
 - b.* Second, reductions of tenured faculty within colleges and regional campuses are to be allocated by the Provost, after consultation with the Retrenchment Committee, to departments, schools, and regional campus divisions following termination of their non-tenured faculty. Due consideration is to be given to those units that have already sustained a disproportionate loss of teaching capability through the loss of non-tenured faculty. Petitions for such consideration must be initiated by the department and transmitted by the dean, together with the dean's recommendation, to the Retrenchment Committee for final action.
 - c.* Third, reductions within departments, schools, and regional campus divisions are to be in order by least seniority, seniority being defined as the time that has elapsed since the fiscal year of a faculty member's current appointment to the University. An exception may be made in the case of a less senior faculty member whose responsibilities could not be met satisfactorily by another faculty member in the college, and whose loss would seriously damage his/her department's program. Petitions for such an exception should be submitted with full documentation to the Retrenchment Committee. Where two or more faculty are of equal seniority, reductions within this group are to be governed by

program needs. Where program needs are equivalent, affirmative action considerations are to be applied.

- vi.* Any faculty member terminated under this process shall have the right to a full hearing before the Faculty Senate Committee on Promotion and Tenure. The issues in this hearing shall be limited to whether the criteria were properly applied in the faculty member's case.
- vii.* In the event that an appointment is terminated because of financial exigency, the released faculty member's place shall not be filled by a replacement within a period of three years unless the released faculty member has been offered reappointment and the opportunity to accept or decline it. In all cases of termination based on financial exigency, a tenured faculty member shall be given 12 months' terminal notice or severance salary equivalent to his/her current contract base amount. The University shall determine which option is used.
- viii.* The University shall make a bona fide effort for three years after termination to relocate terminated tenured faculty in other academic, administrative or staff posts needing personnel when the faculty member's qualifications permit. Whenever new positions are approved under section (iv) of this policy, tenured faculty who have been terminated shall be considered first for these openings. Only when it has been determined that no such faculty member is qualified for the position in question or is willing to accept it shall the position be advertised and other candidates be considered. A transfer to another academic department must be acceptable to the receiving department and to the faculty member.
- ix.* The Board of Trustees shall make the final determination when a state of financial exigency no longer exists. The committee created in (ii) above may at any appropriate time submit to the President for transmission to the Board a recommendation that the state of financial exigency be ended.

5. Loss of Tenure

- a.** If the capability or qualifications of a faculty member on tenure to continue with his/her usual responsibilities should be seriously questioned, his/her department chairperson will discuss the matter with him/her in a personal conference. The matter may be settled by mutual consent at this point. If an agreement cannot be reached, the following procedure shall be observed: the chairperson will consult with the members of his/her department and prepare, with the advice of the departmental promotion and tenure committee, a recommendation to be forwarded in writing to the dean of his/her college. The dean normally will then consult jointly with the faculty member and chairperson: if the dean decides to recommend suspension from duty or dismissal, he/she will submit his/her recommendation in writing to the Provost, who will undertake to investigate and arbitrate the difficulty. If a settlement cannot be arrived at

in this manner, the President shall be so informed, and may, at his/her discretion, initiate dismissal proceedings. If the faculty member in question should be the chairperson of his/her department, discussion of the type described above shall be initiated by the dean of his/her college, the procedure otherwise remaining essentially as set forth above.

- b.** Formal dismissal proceedings shall be commenced by a written statement from the President to the faculty member concerning the grounds for dismissal, specified with reasonable particularity. The faculty member shall be further informed that if he/she so requests, a hearing to determine whether he/she should be removed from his/her position on the grounds stated will be conducted by a faculty committee (see below) at a specified time and place. The faculty member will have thirty (30) days to notify the President in writing if he/she wants a hearing; and if a written request is made, in setting the date of the hearing, the faculty member will be allowed 60 days in which to prepare his/her defense. The chairperson of the faculty committee, who is usually the chairperson of the Faculty Senate, will inform the faculty member of the procedural rights accorded him/her. The faculty member shall state in reply whether he/she wishes a hearing, not less than one week before the date set for the hearing. The hearing may be held in open session at the request of the faculty member. In the absence of such a request, the hearing will be held in closed session. If the hearing is held in closed session, no witness called to testify may attend the session except at the time of his/her testimony.
- c.** The formal hearing committee shall consist of all members of the Faculty Senate in the third year of their current Faculty Senate term, presided over by the chairperson of the Faculty Senate. The committee shall proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response. If the faculty member has requested a hearing, the committee shall consider the case on the basis of the statement of persons possessing relevant information and other data concerning the matters set forth in the President's letter. The President, or his/her representative, should have the option of attending the hearing, but the committee should determine the order of events, should conduct the questioning of persons making statements, and, if necessary, should secure the presentation of important information. During the proceedings, the faculty member will be permitted to have an academic advisor and, in addition, legal counsel of his/her own choice. The faculty member should have the aid of the committee, when needed, in securing the attendance of persons who possess relevant information. The faculty member, or his/her representative, and the President, or his/her representative, will have the right to confront and question all persons who make statements before the committee. The full proceedings shall be accurately transcribed, and copies of the transcription shall be sent to the faculty member, the President, and the committee.
- d.** The committee shall make explicit findings with respect to each of the grounds of removal as presented. The President should transmit to the Trustees the full transcription of the hearing and the committee's decision for their automatic review. When the Trustees review the case, the faculty member and an advisor must be invited

to appear before them. The decision of the hearing committee should either be sustained or returned to the committee with objections specified. In the latter event, the committee should reconsider, taking account of the stated objections and receiving further information if necessary. It should frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration should the Trustees make a final decision overruling the committee.

- e. Suspension of the faculty member during the proceedings involving him/her is justified only if immediate harm to himself/herself or others is threatened by his/her continuance. If suspension is followed by dismissal proceedings, the requirements for initiating and continuing such proceedings, as described herein, shall be observed, regardless of the length of the suspension. During a period of suspension, the terms of contract between a faculty member and the University remain in force pending final disposition of the matter by the Board of Trustees, as provided herein.
- f. Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by the faculty member, the administration, or the committee should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision to the interested parties and to others should be made through the President's Office and should include a statement of the hearing committee's findings.
- g. If the appointment of a tenured faculty member is terminated, the faculty member will receive his/her salary or a terminal contract for at least one year. This provision for terminal notice or salary need not apply in the event that there has been a finding that the conduct that justified dismissal involved moral turpitude. On the recommendation of the faculty hearing committee or the President, the Trustees, in determining what, if any, payments will be made beyond the effective date of dismissal, may take into account the length and quality of service of the faculty member.

E. Procedures for Tenure and Advancement in Rank and Recommendations for Salary Increases

- 1. Annually, departmental chairpersons shall evaluate all members of their faculty with regard to salary. Each chairperson shall employ a departmental committee or committees in the evaluation process, which shall conform to the department's established written procedures. This evaluation process must result in recommendations with respect to salary increases for all faculty.
- 2. a. Annually, the departmental chairperson shall ensure that a departmental promotion and/or tenure committee evaluates all probationary faculty and all tenured faculty eligible for promotion using the departmental criteria for promotion and tenure. Tenured faculty status is required for membership on departmental/school/division promotion and/or tenure committees. By February 1, probationary faculty shall receive a letter from the chairperson containing the results of this evaluation as specified in Section II.D.1.c. Tenured faculty eligible for promotion shall receive a similar letter, if

they request it, before October 15. A copy of the letter will also be sent to the committee that evaluated the faculty member. Although these evaluations may be indicators of progress toward tenure and promotion, favorable annual reports do not guarantee positive tenure or promotion decisions. This annual evaluation must result in recommendations with respect to the reappointment of all probationary faculty and must also result in decisions whether or not to consider actively each eligible faculty member for tenure and/or promotion.

b. The dean of the college may request a copy of the annual evaluation letter for probationary faculty and review with the chairperson the individual's performance, progress toward tenure, and assignments in service and teaching. This is especially appropriate midway through the probationary period.

- 3.** If the evaluation process results in a decision to consider actively a promotion for the coming year, or to consider actively the award of tenure, the faculty member concerned shall be so notified by the chairperson of the appropriate departmental committee. The faculty member, thereupon, shall have the opportunity to submit materials in writing, which he/she believes, will be relevant to that decision.

The annual evaluation of the faculty member's qualification for promotion or tenure is advisory. If a faculty member believes that his or her case for promotion or tenure would be evaluated differently if a complete promotion (tenure) dossier were available, the faculty member may choose to submit a complete dossier to the departmental committee, even if the annual assessment is negative, provided that department and college rules governing minimum years in rank before promotion are not violated.

- 4.** All awards of tenure and all promotions in rank must originate in a positive recommendation by the appropriate departmental committee.
 - a.** The departmental promotion and tenure committee, through its chairperson, will provide the faculty member a written statement of its decision and reasons for it. The statement may include majority and minority views when unanimity is not reached by the committee. The statement shall be submitted to the department chairperson who, in the event of a positive recommendation from the promotion and tenure committee, shall forward it to the dean together with his/her own positive or negative recommendation. If the departmental committee does not recommend promotion or tenure for a faculty member, no further evaluation is required, except in the event of an appeal.
 - b.** All departmental committee decisions regarding promotion and tenure shall be reported by February 15, except in extraordinary cases, in which prior approval for reporting of a recommendation at some other time during the year has been obtained from the dean and the Provost.

- c. The department shall include the individual's last employment contract in the tenure documentation and confirm on the Review Form for Promotion and/or Tenure that the individual has had faculty status throughout the entire probationary period and is thus eligible for tenure consideration.
5. If the dean accepts a positive recommendation for promotion and/or tenure from a department, he/she shall submit a written recommendation to the Provost, accompanied by statements and documentation provided by the departmental chairperson.

If a recommendation for promotion and/or tenure forwarded from a department to the dean is not accepted and implemented, the dean shall inform the department chairperson in writing (with copies to all the parties involved, including the candidate) within 45 days, i.e., typically no later than April 1, and shall explain why the recommendation has not been accepted. Such an explanation will include a copy of the full written recommendation of the chairperson.

6. If a recommendation for promotion and/or tenure forwarded by the dean to the Provost is not accepted and implemented, the Provost shall inform the departmental chairperson in writing (with copies to all the parties involved, including the candidate) within 30 days, i.e., typically no later than May 1, and shall explain why the recommendation has not been accepted. Such an explanation will include copies of the full written recommendations of the chairperson and the dean.
7. By March 15, all continuing faculty shall be sent a contract, or if that is not feasible, a formal notification of their reappointment and rank. Prior to this, and no later than February 1, departmental chairpersons shall provide each faculty member with a written statement of his/her annual departmental evaluation. Contracts specifying both rank and salary shall be issued by May 1. However, if conditions require it, this date may be extended with the approval of the Faculty Senate.
8. For grievance procedures relating to matters of promotion and tenure, see Section II.F.

F. Grievance Procedures for Nonreappointment and for Denial of Promotion and/or Tenure

1. If a faculty member believes there is cause for grievance relative to nonreappointment or denial of promotion and/or tenure, an appeal of a negative decision may be initiated at the level at which the decision was made, i.e., either within the department, or at the level of the dean or of the Provost. Should the appeal be denied at any of these levels, the faculty member may take the appeal to the next level. The grievance can involve one or more of the following allegations: inadequate consideration, denial of due process, or denial of academic freedom.

The initial appeal by the faculty member must be made within 45 days from the date of notification of nonreappointment or denial of promotion and/or tenure; subsequent

appeals to higher administrative levels must be made within 30 days of the receipt of the response at the previous level. Responses to appeals on the part of the department, dean, or Provost are to be made within 30 days of receipt of the appeal. Appeals at the departmental level are to be directed through the departmental chair to the chair of the departmental committee responsible for promotion, tenure, or nonreappointment recommendations. The departmental chair is responsible for conveying the decision of the committee to the person making the appeal.

A faculty member, who, after notification of the Provost's actions, is still dissatisfied, has 30 days to appeal to the Standing Committee on Promotion and Tenure of the Faculty Senate, even if the proceedings continue beyond the termination date of the individual's contract. The deadlines applicable to the faculty member are to be interpreted as excluding intersessions and the summer quarter. In cases in which recommendations of departmental promotion and tenure committees are not sustained at the level of the dean or of the Provost, the committees shall enjoy the same right of petition as faculty members.

A faculty member, who remains dissatisfied with the status of the grievance following the issuance of the report of the Faculty Senate Promotion and Tenure Committee, may, within 45 days, petition the Promotion and Tenure Committee to recommend that a formal proceeding be conducted, in accordance with Section II.F.6 below, with the burden of proof resting on the grievant.

2. Insofar as the petition for review alleges denial of due process, the functions of the Faculty Senate Promotion and Tenure committee shall be as follows:
 - a. To determine whether a denial of due process in fact occurred.
 - b. In the event it finds a denial of due process, to suggest a course of action that will equitably resolve the situation.
 - c. To provide copies of these findings and recommendations to the Chairperson of the Faculty Senate, the faculty member, the department concerned, the academic dean, and the Provost.
 - d. If the faculty member petitions, as in Section II.F.1 above, to decide whether the evidence warrants a recommendation that a formal proceeding be conducted (see Section II.F.6).

3. Insofar as the petition for review alleges inadequate consideration, the functions of the committee shall be the following:
 - a. To determine whether the decision of the appropriate party was a result of adequate consideration in terms of relevant standards of the institution, with the understanding that the review committee is not to substitute its judgment on the merits for that of the faculty body on the question of whether the faculty member meets these standards.
 - b. To request consideration by the appropriate party when the committee believes that adequate consideration was not given to the faculty member's qualifications.

- c. At the hearing, the grievant shall bear the burden of proving, by a preponderance of the evidence presented, that the action taken (a) violated due process and/or (b) was based upon inadequate consideration and/or (c) infringed upon academic freedom. The order of events at the hearing, which shall be determined by the committee, shall reflect this requirement.
- d. During the proceedings, the grievant shall be permitted to have as advisor either a faculty member or an academic administrator of his/her choice. Likewise, the senior administrator responsible for the grievant's area or his/her designated representative shall be permitted to have as advisor either a faculty member or an academic administrator of his/her choice. The responsibility for presenting the grievant's case is restricted to the grievant and/or his/her advisor. The functions to be performed by each advisor shall be determined by the person whom he/she is advising. A representative of an appropriate educational organization shall be invited to be present.
- e. The grievant shall have the aid of the committee in securing the attendance of persons who possess relevant information, and in having access to information related to the case.
- f. The grievant and/or his/her advisor and the University representative and/or his/her advisor shall have the right to confront and question all persons who make statements before the committee.
- g. The full proceedings shall be tape recorded by the University, which, upon request, shall make a copy of the master tape or written transcript available to the grievant, the committee, or the President. Upon completion of the hearing, the committee shall submit a written report of its findings and recommendations to the President, with copies to the grievant and the University representative. The President shall then reach a final decision in the case, which decision shall be communicated in writing to the grievant, the University representative, and the committee. The President shall not make a public announcement of his/her decision unless requested to do so by the grievant.

G. Faculty Grievance Committee

If a faculty member feels that he or she has cause for grievance in matters other than reappointment, tenure, and promotion (Section II.F), he/she may submit a grievance in writing to the departmental chairperson, then to the dean of the college, and finally to the Provost. Faculty members on regional campuses shall submit grievances to the division coordinator, the campus dean, and the Provost. Each administrative level shall render a decision in writing within 30 calendar days of receipt of the grievance. If no decision is received within 30 days, the faculty member may refer the grievance to the next level. Failing resolution of the grievance, the faculty member may petition the Committee on Professional Relations of the Faculty Senate for a review of the case; the Committee shall submit its recommendations to the President who shall make final determination of the grievance.

H. Sick Leave Policy

Consult the Policy and Procedure Manual, No. 40.029, for the complete Sick Leave Policy. The following contains several pertinent sections of that policy.

- 1.** Sick leave is the authorized absence from duties due to:
 - a.** Personal illness, injury, or temporary disability.
 - b.** Exposure to contagious disease that could be communicated to other members of the University community.
 - c.** Illness, injury, or death in the individual's immediate family. Immediate family is defined as: spouse, domestic partner of same sex and opposite sex, son, daughter, mother, father, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and a legal guardian or other person who stands in place of a parent (in loco parentis). Sick leave granted for a death in the immediate family shall not exceed five (5) working days.
 - d.** Medical, dental, psychological, or optical examination or treatment of an employee or a member of his or her immediate family.
 - e.** Birth, pregnancy, or related medical conditions receive the same consideration as other medical disabilities.
- 2.** Sick leave is granted on the approval of the department chairperson or the manager to whom the individual reports: such a request should be made on the first day of absence or in advance if possible. The individual, upon return to work, must complete a sick leave request form. The University reserves the right to require the individual to:
 - a.** furnish medical evidence of illness,
 - b.** provide medical verification of ability to return to work.
- 3.** A consecutive period of sick leave includes all institutional teaching days for faculty. For administrative personnel, it includes all normally scheduled work days except holidays observed by the University. No contract employee shall be charged with more than five (5) sick leave days in any seven (7) day period.
- 4.** On July 1, 1976, the accumulated benefit for each participant was computed as follows:
 - a.** Individuals with ten or more years of full-time service were credited with 150 days of sick leave.
 - b.** Individuals with less than ten years of full-time service were credited with the product of the number of years of service days times 15 days (or the number of months of service times 1.25 days).

5. Starting with July 1, 1976, the benefit accumulates at the rate of 1.25 days per calendar month or fifteen days per year for all full-time contract employees. (Full-time contract employee, for purposes of this policy, is defined as anyone holding a regular nine, ten, eleven, or twelve month contract.) Accrual of sick leave is unlimited. Time spent on vacation, paid military leave, paid professional leave, or sick leave counts toward accumulation of benefits. There is no accumulation of benefits while on unpaid leave of absence.
6. In case of sick leave or other cause of significantly reduced capacity lasting six months or longer, a probationary faculty member may request that the probationary period be extended by one year. This written request goes first to the departmental chair, then to the academic dean, and finally to the Provost with the understanding that normally it will be granted. If the extension is granted, subsequent contracts for the applicant will show the new probationary period date. The request should be made ahead of time if the sick leave or reduced capacity can be anticipated; but, in any case, the request must be made within one year of the beginning of the period of sick leave or reduced capacity and before September 15 of the individual's penultimate probationary year. It is possible to have a second one-year extension during the probationary period, but the approval is much less automatic.

The faculty member may appeal denial using the grievance procedure relating to promotion and tenure recommendations (see Section II.F).

I. Leaves of Absence

1. Justification

Any member of the faculty may request a leave of absence without pay for one or more quarters for:

- The direct usefulness to the individual and to the University of the work expected to be done while on leave.
- The professional development of the teacher and, thereby, the increased effectiveness of higher education.
- Military service and short periods of field training.
- Other reasons, to be approved through the procedures indicated below.

2. Regulations

- a. ***Length of Leave.*** Normally leaves should be for no more than one academic year plus contiguous summers, nor come more often than once in three years.
- b. ***Selection of persons to receive leaves.*** A member of the faculty may request a leave of absence without pay for any good reason. Such leaves must have the approval of the chairperson or regional campus dean, the academic dean, and the Provost. The faculty member may appeal denials through regular grievance channels.

- c. **Leave requests, with reasons, should be submitted in writing and should be granted (or denied) in writing.**
- d. **A presidential contract will be issued.** Terms of the leave should be clearly stated in writing in the form of an agreement between the individual and the chairperson or regional campus dean, the academic dean, and the Provost. Provisions in the agreement should include the following:
- i. Length of leave
 - ii. Reasons
 - iii. Whether the time will accrue for purposes of tenure and promotion.
 - iv. What effect, if any, the leave will have on salary.
 - v. Provisions for group insurance arrangements (requirement for self-payment of premiums, etc.)
 - vi. Retirement system arrangements.
- Relation of leave to salary increases, promotion, and tenure.
 - Time spent on approved leave for as long as one academic year should not negatively affect salary considerations.
 - Time on leave may or may not count as time accrued toward promotion, depending on departmental criteria or special arrangement.
 - For non-tenured faculty members, periods of leave for longer than six months will extend the probationary period by one year, unless there is a written agreement to the contrary approved by the faculty member, the departmental chairperson, the academic dean, and the Provost.
 - **Obligation to return from leave.** A member of the faculty requesting a leave of absence is expected to return to service at the University after the leave of absence.
 - **Continuation of insurance and retirement provisions.** Individuals may elect to continue on the University Group Insurance plans during the period of leave. Depending on the type of leave, the individual may have to assume the cost of the premium for such insurance. If the individual becomes a full-time employee of another institution or organization, the employing institution, rather than the individual going on leave, may make such premium payments to Ohio University.

If the individual going on leave does not elect to continue on the group insurance plan during the period of his/her leave, there will be no waiting period before coverage is resumed upon return of full employment. The University contribution toward retirement will continue for a member of the faculty on leave providing:

- The leave is consistent with the State Teachers Retirement System and Public Employees Retirement System membership requirements.
- The individual is willing and able to contribute his/her normal retirement contribution for the period of leave.

- That all other avenues of funding the University retirement payments through grants or contracts to the University have been exhausted.
- That the Provost deems the leave to be of future benefit to the University, and gives in writing advance approval for said payment prior to the commencement of the leave.

- **Continuation of other benefits.** The individual must assume responsibility for the payroll deductions for any other benefits such as the credit union and annuities.
- **Military leave.** Military leave without pay shall be granted as required by State and Federal laws to faculty members who are inducted or otherwise are required to enter active military service or training.

Upon application within ninety days of separation from extended active duty, the individual shall be reinstated to his/her former position or a similar position. A person on military leave forfeits his reinstatement rights if he re-enlists or voluntarily extends his original tour of active duty.

Persons who are members of the Ohio National Guard, or a reserve component of the armed forces, are eligible for military leave without loss of pay for occasional periods of service or training. Other provisions of applicable state or federal law will be observed in considering employee rights and benefits relating to veterans, members of the National Guard, and other covered military components.

J. Parental Leave

Parental leave means unpaid leave granted to a parent to nurture a newly born or adopted child. A faculty member is entitled to parental leave if the following general conditions are met:

- a. The person seeking leave must give reasonable and adequate notice to the Chair or Director of his/her department. Wherever possible, notice that such leave is anticipated, with the approximate dates, should be given to the Chair/Director no less than three months prior to the expected starting date.
- b. The person taking leave is expected to cooperate with her/his department in working out arrangements, but the Chair/Director has no right to deny leave if the request is in accordance with the general conditions.
- c. In no case may the leave extend beyond three months from the date of birth or adoption.
- d. Either parent is eligible. In case both parents are members of the faculty, both are eligible for leave, but not at the same time.
- e. Leave will be granted only after one year of continuous employment at Ohio University.

All relevant provisions of the Policy on Leaves of Absence (Section II.I) apply to parental leave. Attention is drawn to the following parts of Section II.I.2:

(b) need of approval and right of appeal; (c) requests to be submitted, and approval granted, in writing; (f) obligation to return following leave; (g) possible loss of benefits and retirement credit. Agreement on alternative arrangements is not excluded by this policy.

K. Resignations

A faculty member who resigns to accept other employment at the end of the academic year shall give notice in writing to his/her academic dean no later than April 15 or thirty days after receiving written notification of the terms of his/her continued employment for the following year, whichever date occurs later.

L. Retirement

As of January 1, 1994, there is no mandatory age for retirement.

M. Wage Rate for Part-Time Faculty

No part-time faculty member shall be paid less than the minimum wage rate established by the University for comparable work loads throughout all colleges of the University. This wage rate will be determined annually by the colleges in consultation with the Provost. Provision will be made for length of service.

If Group II faculty must, for legitimate reasons, temporarily reduce their course loads, their returning salaries shall be determined by the rate of pay before the reduction.

Group II faculty may negotiate an increase in their workload based on a proportional rate of their current salary and assignment. The additional courses need not be considered an overload.

N. Overload Compensation for Contract Personnel

This policy starts from the basic position that a full time contract (i.e., a contract for 1.0 FTE each quarter of the academic year or longer period) issued by Ohio University to an individual represents payment for full-time work during that period. Accordingly, monetary overload compensation is defined as payment received from or through Ohio University beyond the contract amount specified for the person's full-time services to the institution.

1. Implementation of this policy should help to avoid the following:

- a. Inconsistencies within a budgetary unit such as a college in treatment of contract personnel (e.g., payment versus non-payment to different faculty members or administrators for the same kind of work).
- b. Inconsistencies among budgetary units such as colleges in treatment of contract personnel.

- c. Assurances of overload compensation at the time of appointment as opposed to indications that such compensation may be available.
 - d. Failure to achieve full understanding among all concerned regarding such issues as the nature of duties for which overload compensation will be paid, and limits on the amount of overload that may be undertaken.
2. It is assumed that each budgetary unit has a clear and well-understood concept of a full work load (i.e., full-time work) for each of the positions in its budget. It is understood that assignments of duties and responsibilities in addition to the full load (i.e., overload assignments) are sometimes necessary in order to meet unforeseen contingencies, provide flexibility, meet student demand, and permit the completion of research projects, for example. Overload assignments should not be used when it would be more appropriate to create a new position.

Assurances of overload assignments and monetary compensation for such assignments cannot be given at the time of appointment to a regular position.

3. Overload assignments shall be accompanied by fair monetary or nonmonetary compensation. Reduction of the regular load in another time period, trading of duties, joint appointments, and other forms of nonmonetary compensation will be employed whenever feasible and consistent with University objectives. Monetary compensation may be in the form of overload pay or a drawing account that may be used to cover professional expenses. Overload pay, when the amount can be predetermined, is recognized by issuance of a special overload contract.
4. Overload assignments typically receiving monetary compensation from Ohio University funds include: off-campus teaching; correspondence teaching; continuing education; workshops; conferences and institutes; advanced-standing examinations; assumption of a substantial portion of the regular teaching or administrative duties of someone who is unable to complete them; and, for regional campus faculty only, additional teaching on their home campus. Other kinds of overload assignments, such as funded research time during the academic year, may receive monetary compensation from non-University (particularly, non-State-of-Ohio) budget sources. Extra compensation for duties included in the full-time contract, such as augmentation of the position (e.g., an endowed chair) or added non-base pay for assumption of administrative responsibility (e.g., a department chairperson), is not considered to be overload compensation. Compensation earned during periods when the individual is not under full-time contract, such as summer session pay or a summer research contract for an individual who is on an academic-year contract, is also not overload compensation. The accumulation of numerous part-time contracts, which in total exceed 1.0 FTE for a period of time, does not give rise to overload for any work exceeding 1.0 FTE.
5. Overload assignments shall be permitted and compensation provided when each of the following conditions is met:

- a. The proposed overload assignment is "professional" (i.e., within the contract person's area of expertise) as determined by the department chairperson and the dean or by other appropriate administrative officers.
 - b. The proposed overload assignment serves the objectives of the University. These objectives include service to students and the public, meeting of demand for workshops and other forms of continuing education, maintenance of quality of instruction, and control of costs.
 - c. The individual under consideration is able to complete all contracted duties and assignments adequately; the time and attention required by the overload assignment does not interfere with proper completion of the regular full load.
 - d. The overload assignments of the individual under consideration will normally require in total no more than ten hours per week, although a heavier load may be acceptable for a short period.
 - e. The individual predictably will earn from all sources connected with Ohio University no more than twenty-five percent (25%) beyond the salary amount specified for his/her full time services to the institution.
6. The dean of each college or regional campus is responsible for monitoring overload contracts and assuring that the conditions specified above are met. If any of these conditions is not met, the person making the assignment or initiating the overload contract must inform the dean in writing, stating the nature of any known exceptions and the reasons for making the assignment in spite of them. All exceptions will be reviewed and must have the approval of the department chairperson, the dean, or other appropriate administrative officers, and the Provost. Signing an overload contract will constitute such approval.
7. Overload contracts will be paid in one payment only, regardless of contract duration. Quarterly overload contracts will be paid on the closest bi-weekly pay date prior to the close of each academic quarter. All other overload contracts will be paid on the closest bi-weekly pay date following the completion of the contract.

O. Regional Campus Faculty Members

1. Persons appointed to teaching positions at the regional campuses are members of the faculty of Ohio University under the terms and conditions of this *Faculty Handbook*.
2. At each regional campus there shall be one or more academic divisions. The faculty member designated to hold administrative responsibility for a division will have the title of division coordinator. The activities and responsibilities of the division (and its coordinator) shall be analogous to those of a department (and its chairperson).
3. Each appointment to a faculty position shall be designated for a specific campus and academic division as well as academic discipline (e.g., Assistant Professor of History, Division of Humanities, Lancaster Campus).
4. Where policies or procedures on the Athens campus call for action by a department (or chairperson), a dean, and the Provost, analogous procedures will be followed on each

regional campus with action by the division (or coordinator), the regional campus dean, and the Vice President for Regional Higher Education.

5. Most part- and full-time regional campus faculty members conduct instruction in courses that are the responsibility of Athens campus academic departments. It is the mutual responsibility of the department and the regional campus faculty member to provide coordination and assure equivalence in course content and academic standards. In such cases, the following will also apply:
 - a. The initial appointment requires the approval of the Athens campus department;
 - b. The faculty member may teach only those courses for which he/she is approved by the department;
 - c. During consideration of advancement in rank or award of tenure, the regional campus promotion and tenure advisory committee shall consult with the Athens department, and the department shall provide a written statement that must be included with the documents considered by the committee and others in the review process.

P. Relocation from One Ohio University Campus to Another

1. Relocation of a faculty member from one campus to another requires the agreement of the faculty member and appropriate approvals at the campus where the faculty member is to be employed (in the case of relocation on the Athens campus, the chairperson and dean must approve; in the case of relocation to a regional campus, the division coordinator and campus dean must approve).
2. Rank, tenure, and salary attained at the previous campus are subject to negotiation as part of the relocation process.

Q. Graduate Student Contract Grievance Board

1. The Graduate Student Contract Grievance Board is composed of four members as follows: two faculty members of the Graduate Council appointed by the Associate Provost for Graduate Studies, and two graduate students appointed by the President of the Graduate Student Senate. Each member of the Board will serve for a period of one year. In the event that a member of the Board is a representative of the college from which a grievance is being submitted for consideration by the Board, that member will be replaced by a representative from another college. Such changes in Board membership will be recommended by the chairperson of the Grievance Board to the Associate Provost for Graduate Studies and the President of the Graduate Student Senate.
2. The Graduate Student Contract Grievance Board will consider only those cases, which pertain to a graduate student's status as the holder of a Graduate Assistant contract (such as teaching assistant, graduate assistant, etc., hereinafter referred to as contract personnel). Before the Graduate Student Contract Grievance Board will consider a grievance brought by contract personnel, he/she must have presented his/her grievance in writing and have fully discussed the grievance with the chairperson of his/her departmental graduate

committee or the chairperson of his/her department, and with the Associate Provost for Graduate Studies without receiving satisfaction from either within a period of one month. Grievances of a purely academic nature should be referred to (a) the dean of the appropriate college (for grade appeals), or (b) the Office of Judiciaries (for academic misconduct). All meetings of the Grievance Board will be held in closed sessions with only members and parties in a grievance present. Individuals and/or departments who are parties in a grievance heard by the Board will be present at all meetings of the Board at which evidence bearing on the grievance is to be heard. During the proceedings of the Board, either party will be permitted to have an academic advisor and/or legal counsel of his/her choice. The burden of proof regarding any grievance rests on the individual or individuals bringing the grievance.

3. Individuals and/or departments of the University who are parties in a grievance heard by the Board will be given not less than one week nor more than one month to prepare for the hearing. All parties will be notified in writing as to the time and place of the hearing. All matters upon which a decision may be based must be introduced into evidence at the proceedings before the board, and decisions should be based solely on such matters.
4. A recorded and written summary will be made of all proceedings of the Board. The written summary of the proceedings and the recommendations of the Board will be submitted to the President of the University for final disposition. Information copies of the written summary and recommendations will also be sent to the contract personnel, the chairperson of his/her department, the Associate Provost for Graduate Studies, and the Provost. A copy of the recording will be available on request to any of the above-named parties. The requesting party will bear the cost of the copy.
5. Interpretations of these procedures will be made jointly by the Graduate Council and the Graduate Student Senate. Alterations of the procedures may be proposed by the Graduate Council and the Graduate Student Senate acting jointly, through normal channels, for approval by the President.

R. Policy on Sexual Harassment

1. Sexual harassment of students, faculty, or staff is prohibited at Ohio University. Sexual harassment is defined as follows: unwanted sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment or of a student's status in a course, program, or activity; or
 - b. Submission to or rejection of such conduct is used as the basis for decisions affecting the individual; or

Such conduct has the purpose or effect of unreasonably interfering with the individual's work, performance, or educational experience; or creating an intimidating, hostile, or offensive environment. Examples (not to be construed as exhaustive) of sexual harassment include:

- Pressure, subtle or overt, for sexual favors, accompanied by implied or overt threats concerning one's job, grades, or letters of recommendation.
 - Inappropriate display of sexually suggestive objects or pictures.
 - Unnecessary touching, pinching, patting or the constant brushing against another's body.
 - Use of sexually abusive language (including remarks about a person's clothing, body or bodily movement, or sexual activities).
2. All Ohio University employees and students are responsible for compliance with this policy. All University supervisory personnel have an affirmative responsibility to discourage and eliminate conduct inconsistent with this policy. Specific concerns or complaints regarding sexual harassment should be brought to the attention of the Office for Institutional Equity or the office of the University Ombudsman. These two offices may assist the complainant in an informal resolution of the complaint or direct the complainant to the appropriate grievance procedure. Such consultation will be held in absolute confidence. The investigating office will respect the rights of all parties involved in the complaint. No action, formal or informal, will be taken without the explicit approval of the complainant. A faculty member may appeal any action that might result from such a complaint following the procedures described in Section II.G.

A faculty member identified in a sexual harassment complaint will be apprised of the facts involved by academic governance personnel; and the faculty member will have the right to present any oral and written information relating to such a complaint before any action is taken.

S. Policy on Consensual and Familial Relationships in the Instructional Setting

1. An instructor shall not supervise nor grade the academic work of a student with whom the instructor has or begins a consensual sexual relationship. Because such relationships may carry the potential for coercion, their consensual nature is inherently suspect. Furthermore, such a relationship may give other students in the same academic setting cause to believe that an unfair educational advantage accrues to the student in the relationship.
2. Familial instructional relationships may also confer unfair advantage on the student related to the instructor or be so perceived. Thus, instructors shall not supervise nor grade the academic work of immediate family members. For purposes of this policy, immediate family is defined as in Section II.C.7.a and includes husband-wife, parent child, domestic partner of same sex and opposite sex, and sibling relationships.
3. An exception to the policy set forth in Items 1 and 2 will be permitted if safeguards are put into place by the instructor's chair, or if the instructor is the chair, by the dean of the college offering the course.
4. Specific concerns or complaints regarding consensual or familial relationships may be brought to the attention of the department chair, Affirmative Action Office, or the office of the University Ombudsman. These three offices will assist the complainant in a timely

fashion in an informal resolution of the complaint or direct the complainant to the appropriate grievance procedure. The investigating office will respect the rights of all parties involved in the complaint. No action, formal or informal, will be taken without the explicit approval of the complainant.

5. An instructor identified in a consensual or familial relationship complaint will be apprised of the facts involved by academic governance personnel. The instructor will have the right to present any oral and written information relating to such a complaint before any action is taken. An instructor may appeal any action that might result from such a complaint following the appropriate grievance procedures.

T. Consensual and Family Relationships

1. Sexual or familial relationships between university employees can raise special concerns. If such a relationship exists or develops between a person with direct and immediate decision-making authority regarding the other person in the relationship, the person with the greater institutional authority has the responsibility to inform his or her supervisor.
2. The supervisor will consult with both people so that appropriate arrangements can be made to safeguard fairness and integrity.
3. In the event that job-related problems or complaints arise from such a relationship and appropriate arrangements have not been made, the procedures (Section IV.L) for Allegations of Violation of Professional Ethics may be invoked.

Endnotes

^[1] The term "academic department" includes not only departments but also schools and regional campus divisions. When action by a department is indicated, it is understood that such action shall be according to the established procedures of each department. (See Sections II.N and for details of regional campus procedures.)

^[2] The phrase "part-time faculty" as used in this document does not include in its reference undergraduate or graduate student assistants, teaching assistants, research assistants, teaching- or research fellows or associates, or post-doctoral fellows.

III. GROUP BENEFITS

A. Health Insurance Plans

The University provides two health plan options for Faculty. Premium payments under this plan are partially or totally made by the University with the understanding that increases in the premium are considered as part of the annual discussion concerning faculty compensation

increases. The total contributions of all employees will be limited to 10% (or less) of the medical monthly dollar factor on an annual basis (the medical monthly dollar factor includes medical costs, prescription costs, and various administrative fees). Any changes to the employee contribution rates must be presented to the Faculty Senate for approval each year.

Major medical insurance generally provides coverage for the faculty member and his/her eligible dependents. Eligible dependents include the faculty member's spouse and unmarried children to ages nineteen years, or twenty-three years if the child is a full-time student in an accredited college or university; except that these maximum age exclusions shall not apply with respect to an unmarried child who is mentally or physically incapable of earning his/her own living. Proof of incapacity must be furnished to the insurance company via University Human Resources thirty-one days prior to the handicapped child's nineteenth birthday (twenty-third birthday if a student).

When other contracts for medical benefits are in force, coordination of benefits is provided. Persons with dual hospitalization or medical insurance coverage will not be paid in excess of 100% of a total claim, and, if more than one insurance company is involved in a claim, the University's insurance company will determine primary responsibility according to state law.

Employees can choose between two major medical insurance plans; basic, and open choice PPO. Each plan includes major medical and hospitalization, utilization review, preventive care, prescription, hearing, mental health and substance abuse benefits. Vision Benefits, Dental Benefits, and Flexible Spending Accounts are described separately in the Group Benefits section.

1. Basic Plan

This noncontributory indemnity plan design includes a \$750 individual (\$1,500 family) calendar year deductible. After the deductible is met, the plan pays 70% of eligible charges and the employee is responsible for the remaining 30% up to the employee out-of-pocket maximum of \$2,500 for individual plans (\$5,000 family). After the out-of-pocket limit is met, the plan begins paying 100% of eligible charges. The lifetime maximum for each covered person is \$1,000,000.

- a. Preventive Care coverage is available and paid at 70% by the plan. The deductible is not applied. See your plan book for a complete description of the preventive care procedures covered.
- b. Prescription drugs are covered via a prescription card and a mail order option. The Prescription plan includes a formulary. A formulary is a list of preferred brand name drugs, which, if used, will be made available at a lower copay. The copay using a prescription card or the mail order program is \$1 for generic, \$15 for brand name formulary, and \$25 for brand name non-formulary.
- c. Hearing: Every 3 years the plan will pay \$40 for an otological exam and \$200 for any combination of audiometric testing, hearing aid evaluation, and hearing aid(s).

- d. Mental Health services are paid as follows: inpatient services require precertification, are subject to the deductible, and paid at 70%; outpatient services are limited to 25 visits per year, require precertification after 5 visits, are not subject to the deductible, with network providers paid at 100% for the first 5 visits and 75% for the next 20 visits, and with non-network providers paid at 80% for the first 5 visits and 50% for the next 20 visits.
- e. Substance Abuse services are paid as follows: inpatient services require precertification, are subject to the deductible, and are paid at 70%, with a maximum of 1 confinement per lifetime; outpatient services are limited to 25 visits per year, require precertification after 5 visits, are not subject to the deductible, with network providers paid at 100% for the first 5 visits and 70% for the next 20 visits, and with non-network providers paid at 80% for the first 5 visits and 50% for the next 20 visits.
- f. Other Features - See latest version of the Benefits Program Handbook.

2. Open Choice PPO

This is a contributory preferred provider plan. Schedules of rates will be available from the Benefits Office during each annual enrollment period.

The Open Choice PPO plan has two levels of benefits. One when a network provider is used (in-network) and the other when a provider who is not in the network is used (out-of-network). A summary of some of the benefit breakdowns is outlined below. For more information, consult your plan booklet or contact the Benefits Office.

	In-Network Benefits	Out-of-Network Benefits
Deductible	\$0	\$400/\$800 (Ind/Family)
Max. Out-of-Pocket	\$500/\$1,000 (Ind/Family)	\$1,500/\$3,000 (Ind/Family)

After the deductible, the percent paid by the plan depends on the type of service rendered.

The out-of-pocket maximum does not include copays for office visits, copays for prescriptions, services for out-patient mental health/substance abuse, or employee contributions. After the out-of-pocket limit is met, the plan begins paying 100% of eligible charges. The lifetime maximum for each covered person is \$2,000,000.

	In-Network Benefits	Out-of-Network Benefits
Office Visits	no deduct. \$15 co-pay	deduct. applied, 70% paid
Outpatient	no deduct. 90%	deduct. applied, 70%

Services	paid (effective 1/1/01)	paid
Surgery	no deduct. 90% paid	deduct. applied, 70% paid
Hospital services (precertification)	no deduct. 90% paid	deduct. applied, 70% paid
Lifetime Maximum	\$2,000,000	\$2,000,000

For more claim categories (accidents, transplants, physical therapy, occupational therapy, home health care, etc.) please consult your plan book.

- a. Preventive Care coverage is available with a \$15.00 co-pay for each office visit and coverage at 100% for procedures pursuant to those office visits for in-network and 70% for out-of-network. The deductible is not applied. See your plan book for a complete description of the preventive care procedures covered.
- b. Prescription drugs are covered via a prescription card and a mail order option. The Prescription plan includes a formulary. A formulary is a list of preferred brand name drugs, which if used will be made available at a lower copay. The copay using a prescription card or the mail order program is \$1 for generic, \$15 for brand name formulary, and \$25 for brand name non-formulary.
- c. Hearing: Every 4 years the plan will pay \$40 for an ontological exam and \$600 for any combination of audiometric testing, hearing aid evaluation, and hearing aid(s).
- d. Mental Health services are paid as follows: inpatient services require precertification, in-network services are not subject to the deductible and are paid at 90%, out-of-network services are subject to the deductible and paid at 70%, outpatient services are limited to 50 visits per year, require precertification after 5 visits, are not subject to the deductible, with in-network providers paid at 100% for the first 5 visits and 70% for the next 45 visits, and with out-of-network providers paid at 80% for the first 5 visits and 50% for the next 45 visits.
- e. Substance Abuse services are paid as follows: inpatient services require precertification, in-network services are not subject to the deductible and are paid at 90%, out-of-network services are subject to the deductible and paid at 70%, with a maximum of 2 confinements per lifetime for both in-network and out-of-network services; outpatient services are limited to 50 visits per year, require precertification after 5 visits, and are not subject to the deductible, in-network providers paid at 100% for the first 5 visits and 70% for the next 45 visits, and with out-of-network providers paid at 80% for the first 5 visits and 50% for the next 45 visits.
- f. Other Features - See latest version of the Benefits Program Handbook.

B. Precertification

Ohio University follows Medical Mutual's standard predetermination and precertification requirements for both inpatient and outpatient procedures. Some procedures may require authorization prior to services being rendered. Call customer service or check with your provider to determine whether your procedure requires pre-authorization. All inpatient hospital admissions require precertification.

C. Life Insurance

1. **Basic Life Insurance**, paid by the University, under this policy provides protection of two and one-half times the base salary. The maximum amount of the basic life insurance benefit is \$50,000.
2. **Supplemental Life Insurance** for faculty, spouses, and dependent children is available on a contributory basis. Information is available from the Benefits Office.

D. Dental Insurance

1. **Employee Dental Insurance** is provided, and paid by the University. There is a \$25 calendar year deductible. After the deductible is met, the plan pays 80% of eligible charges until the plan has paid \$750 per calendar year.
2. **Family Dental/Orthodontia Options** are available on a contributory basis. Employees can purchase orthodontia coverage for themselves, dental insurance for their family members, or dental and orthodontia insurance for their family members.

The family dental plan would provide the same coverage as the employee dental plan for each member of the employee's family. The orthodontia plan pays 50% of the first \$2,000 in orthodontia expenses per covered person per lifetime.

E. Vision Insurance

Vision insurance, paid for by the University, is provided for the faculty member and eligible dependents. The plan pays \$25 for an exam every 12 months and pays for one of the following every 24 months for adults and children age 19 and older and every 12 months for children: single vision lenses - \$45; bifocals - \$55; trifocals - \$75; contact lens -\$45; medically necessary contact lens - \$150.

F. Flexible Spending Account

Eligible faculty may participate in medical and/or dependent care spending accounts. Faculty members wishing to participate in either or both of these plans must enroll during the sign-up period designated by University Human Resources. These accounts allow participants to pay for certain medical and dependent care expenses using tax-sheltered dollars. The accounts are described as follows:

1. **Medical Spending Account**; the maximum amount that an employee can place in this account is \$3000 per calendar year.
2. **Dependent Day Care**; the maximum amount that an employee can place in this account is \$5000 per calendar year.

G. Major Medical and Life Insurance for Early Retirees

1. Beginning at retirement and continuing to age 70, the University shall provide life insurance under the University's group policy for faculty. The University shall provide the insurance for the total amount that the faculty member would receive with full-time employment.
2. The State Teachers Retirement System provides medical insurance for the retiree at no cost and for spouse and eligible dependents at a low cost (See Policy and Procedure Manual, No. 41.102).

H. Travel Accident Insurance

The University maintains a travel insurance policy covering loss of life and permanent total disability involving a maximum principal sum of \$100,000. It applies to faculty members while traveling outside of the city of employment for official University business or en route to University-approved professional activities, such as conventions and meetings. To minimize possible difficulty in claim processing, the traveling faculty member should ensure that his/her trip is authorized in writing by his/her department head.

I. Sick Leave Policy - Retirement Benefit

State law entitles retirees to claim up to thirty days of unused sick leave as a retirement benefit. (See Policy and Procedure Manual, No. 40.029.)

J. Disability Insurance

The University has purchased disability insurance to cover those faculty members who do not qualify for full benefits under the State Teachers Retirement System. Further information concerning this policy is available from University Human Resources.

K. Ohio University Employees Credit Union

The Credit Union is a full service financial organization that operates for the benefit of all employees of Ohio University, and their immediate families. A variety of savings instruments, in addition to loans, credit and debit cards, checking accounts, direct deposits, and payroll deductions are available.

L. Retirement

Ohio University offers two retirement plans for Group I Faculty and Group II Faculty with an annual FTE greater than or equal to .67 - the Alternative Retirement Plan (ARP) and the State Teachers Retirement System (STRS). Eligible Faculty have 90 days from the date of employment to select a retirement plan. Eligibility, enrollment guidelines, employee contributions and employer contributions are determined by Ohio state law.

Group II faculty with less than .67 FTE and Group IV faculty are automatically enrolled in the State Teachers Retirement System.

The Alternative Retirement Plan (ARP) is a defined contribution plan. In this type of plan, the faculty member and the university contribute a set percentage of pay to a personal account. The faculty member decides how to invest those contributions among a variety of investment choices. The retirement benefit is determined by the amount of the account balance and the payment option chosen.

The State Teachers Retirement System (STRS) is a defined benefit plan. With this type of plan the faculty member and the university contribute a set percentage of pay to STRS. Contributions made by the faculty member remain in a personal account. Contributions made by the university go into a general fund for all plan participants. The retirement benefit is determined by a mathematical formula that uses age, years of service credit, and final average salary (highest three years of earnings while contributing to STRS) at the time of retirement.

When a faculty member ceases to teach in a state-assisted institution, a refund of the employee's portion of retirement contributions may be refunded to the member upon request; alternatively, a member may leave his/her account on deposit and at age 60 begin receiving a retirement benefit, if his/her Ohio service, or the equivalent, totals five or more years. Faculty members with out-of-state teaching or military service often are able to purchase credit years to be added to the Ohio system in computing retirement benefits.

More detailed information can be obtained by contacting [University Human Resources](#).

M. Tax Deferred Annuities

Ohio University makes available on a voluntary basis for Group I, II, and IV faculty, and contract employees, a Tax-Deferred Annuity Program. Tax-Deferred Annuities were created by Federal law to allow employees of non-profit organizations to invest monies with certain tax advantages.

Basically, the law allows all contributions to be excludable from current taxable income, thereby providing additional funds that may be invested in this program. Additionally, the earnings on the annuity are not taxable in the year earned. This law does stipulate, however, that money from an annuity is taxed as current income when received.

As the program pertains to employees of Ohio University, it should be noted that it is supplementary to existing state operated retirement systems. The University does not make any contribution toward purchase of the annuities. The reduction in salary does not affect the amount calculated for retirement contributions under the existing state systems.

Additional information and a list of the companies that have been authorized by Ohio University to market their various plans to eligible employees may be obtained by contacting University Human Resources.

N. Twelve-Month Pay Option

Faculty members may elect to receive their nine-month academic-year contract salaries in twelve equal monthly payments. Those having academic contracts for the full nine months and those on leave are eligible for this option. Part-time faculty in Group I and II, as well as graduate students on salary contracts, are eligible also.

Those who elect this plan will receive one-twelfth of the amount of their regular nine-month contract (adjusted for leave where appropriate) on the first day of each month commencing each October 1 and ending on September 1. In the event they receive a contract for summer session(s), they will receive their summer session check(s) on the last day of classes of the session(s). These will be in addition to the checks received for July, August, and September under the nine-month contract. A form for electing this option and further details regarding scheduled deductions are available in University Human Resources.

O. Policy Regarding Retirement-System Contribution For Those on Leave

Ohio University provides the University retirement contribution for faculty and staff members while on leave providing:

1. the faculty or staff member is willing and able to contribute his/her normal retirement contribution for the period of leave;
2. that all other avenues of funding the retirement payments through grants or contracts to the University have been exhausted;
3. that the appropriate executive officer deems the leave to be of future benefit to the University and that the appropriate executive officer gives in writing advance approval for said payment prior to the commencement of the leave;
4. the leave has been approved by the State Teachers Retirement System (which usually follows Ohio University approval). (See Policy and Procedure Manual, No. 41.105).

P. Educational Benefits For Faculty Children

Children of currently employed faculty in Groups I, II, and IV, children of administrative staff, and children of retired or deceased persons whose last employer was Ohio University are entitled to scholarships for undergraduate and graduate tuition charges at Ohio University. For full-time employees the scholarships are equivalent to 100 percent of the instructional fee. For Group II faculty with an FTE of 0.67 or greater (averaged over the academic year rounded to two decimal places) as of the 15th day of classes Fall Quarter, the scholarships are equivalent to 100 percent of the instructional fee. Benefits for other part-time faculty and administrative staff are prorated. No part of the general fee is covered by this benefit.

These educational benefits are available each academic quarter. The rank or tenure of a faculty parent or the high school standing of a faculty child have no bearing on eligibility, except that the student must meet admission requirements. A similar benefit is extended to faculty children who wish to take University courses while still in high school. The criteria for continuation of this benefit are maintenance of good academic standing and continuing eligibility of the parent. Applications are made through University Human Resources. (See Policy and Procedure Manual, No. 40.016.)

Q. Educational Benefits For Eligible Contract Employees and Their Spouses

Educational benefits are available for Group I, II, and IV faculty, other contract employees and their spouses. For full-time employees, the benefit is 100 percent of the instructional fee. For Group II faculty with an FTE of 0.67 or greater (averaged over the academic year rounded to two decimal places) as of the 15th day of classes Fall Quarter, the scholarships are equivalent to 100 percent of the instructional fee. Benefits for other part-time employees are prorated. No part of the general fee is covered by this benefit.

Eligible contract employees may take one course per quarter during regular working hours and an additional course during non-working hours. Spouses of eligible contract employees may take as many courses as academically permissible.

Retirees, spouses of employees who retired while on full-time status, spouses of employees who have been placed on disability termination, and widowed persons whose spouses died while on full-time status shall retain educational benefits. (See Policy and Procedure Manual, No. 40.016.)

R. Early Retirement Policy

- 1. General:** A tenured faculty member eligible for retirement under the STRS and wishing to continue to teach part-time may elect to do so under the early retirement policy. In this event, an Early Retirement Agreement is signed by the faculty member, department head, dean, and Provost. Such a faculty member will change status from Group I to Group I (retired). The Early Retirement Agreement remains in effect as long as the faculty

member wishes to continue part-time teaching and has not reached 70 years of age by September 1 of the upcoming year.

2. **Teaching:** During early retirement, the faculty member will be permitted to teach the equivalent of one quarter each academic year. The term (Fall, Winter, or Spring) to be taught each year will be determined by the faculty member after discussion with his/her academic department head and after consideration of the needs of the department.
3. **Compensation:** The standard arrangement will be that the faculty member teaches the equivalent of one quarter for one third academic year salary. The salary amount will be determined according to the following pattern: initially, to determine the salary for the year after retirement, the faculty member's nine-month salary for the last year of full-time teaching will be used as a base. The appropriate part of that salary will be adjusted by the average percentage increase afforded the faculty as a whole. An adjustment based upon a similar procedure will be made annually. Any special financial arrangements for a faculty member teaching under this policy must be approved by the Provost.
4. **Insurance:** Beginning at retirement and continuing to age 70, the University provides life insurance under the University's group policy for faculty. Medical insurance is provided by STRS. (See Section III.G.)
5. **Special Arrangements:** During any academic quarter when the faculty member is on duty, appropriate office space, parking privileges, use of facilities and similar perquisites will be afforded the faculty member teaching under this policy. During the periods when the faculty member is not on duty, the perquisites as described under Emeritus Status (Section V.F) will be accorded the faculty member.

IV. ACADEMIC ACTIVITIES

A. General

1. Scope

The obligations of the teacher are self-evident. They include teaching, research, and service. The assessment of these activities should be an on-going process and is the responsibility of the faculty, duly supported by the administration. These obligations will be honored at Ohio University. Whenever questions arise about the relationship between faculty and student, those concerned should consult with the appropriate chairperson or dean. Specific questions about administrative matters should also be addressed to the chairperson or dean.

2. Change of Instructor, Time, or Place of Meeting

Change of instructor, time, or place of a meeting for a scheduled class may be made only with the approval of the department chair person or director of the school who shall report in writing all such changes to the dean and to the Registration and Scheduling Offices.

3. Information Given Class at First Meeting

At the first meeting of the class, the instructor shall distribute a syllabus, which also provides students with the following information:

- a. The instructor's name, the call number, the descriptive title, and the catalog number of the course;
- b. The basis for grading in the course;
- c. A statement of the instructor's attendance policy (see Section IV.B.3) and the penalty for academic dishonesty (see Section VIII.F);
- d. An explanation of policy relative to absences consistent with the student regulations as given in the Undergraduate Catalog and reproduced herein (see Section VIII.C).
- e. In order to protect the instructor's intellectual property, it is suggested that the following statement appear in the syllabus: "The lectures, classroom activities, and all materials associated with this class and developed by the instructor are copyrighted in the name of (instructor's name) on this date (give date)."

4. Class Lists and Record Books

Faculty members shall make up their class rolls solely from the class lists issued from the Registration Office. Names of students who have withdrawn from class should, upon receipt of official notice of withdrawal, be crossed off the class roll. A grade of WF or WP should be submitted in accordance with instructions accompanying the notice of withdrawal.

5. Office Hours for Student Conferences

Members of the faculty are expected to maintain an adequate number of office hours in accordance with a posted schedule and by appointment.

6. Texts

Textbooks should be ordered through the appropriate departmental procedures. Individual faculty members are not permitted to sell textbooks or text materials to students. Text materials prepared by faculty may be duplicated in accordance with applicable copyright laws by local bookstores and duplication services; and these materials may be sold only at cost or with a reasonable royalty to the faculty member(s). Royalties accrued to faculty members for these materials should be reviewed by appropriate departmental committees.

7. Retention of Student Records

Instructors shall retain grades, tests, and assignments as well as any other material used in determining a student's grade for at least one academic quarter (and until the end of the fall quarter following spring quarter classes) unless the instructor returns the material to the student or provides an alternative policy to the class at the beginning of the quarter. Persons with grading responsibilities who leave the university should make appropriate arrangements with their department chairs or school directors on the disposition of their student records.

8. Instructional Evaluations

Instructional evaluations contribute to faculty professional development and students' educational experiences. One vital component of this instructional assessment is anonymous student evaluation of each course. Instructors are expected to cooperate in all phases of their Colleges' instructional assessments.

9. Classroom privacy

While it is sometimes desirable for classroom practices to be observed for the purpose of improvement of pedagogy, and such observation is sometimes required for annual faculty evaluation and for tenure and/or promotion evaluation, faculty are entitled to classroom privacy, academic freedom, and professional courtesy. Consequently, observation and evaluation of any classroom (including those on-line) by any observer or evaluator requires the prior notification and mutual agreement of the class instructor and the observer or evaluator. Furthermore, recording of classroom activities by any electronic means, by students, other faculty, university administrators, or others, requires permission of the instructor. All students in a class must be informed if permission has been given for a class to be recorded. Classroom lectures and associated course materials may be copyrighted by an instructor (see Section IV.A.3). Under no circumstances may verbatim recording of copyrighted classroom lectures and materials by electronic or any other means (including note taking) be conducted for 1) sale, whether or not it is for educational benefit, or 2) for the educational benefit of those not enrolled in the class. This does not apply to non-verbatim notes taken by students.

B. Class Attendance

1. Instructor Absences

The teacher is expected to meet all classes for which he/she is scheduled. Members of the faculty who must be absent from teaching responsibilities shall have the approval of the chairperson of the department and the dean of the college. If an absence can be anticipated, approval shall be obtained in advance and, where possible, arrangements made for a substitute.

2. Dropping Non-attending Students

A student, whose name appears on the class list for a given quarter, but who has not attended the first two contact hours of class meetings and who has not notified the instructor before either hour, may be dropped from the class roll. In the case of classes scheduled for periods of two or more hours, students should, before the end of the first scheduled period, notify the instructor of their wish to remain on the roll.

Instructors who intend to use their privilege to drop non-attending students should remain in the classroom or make themselves otherwise available throughout the first scheduled period, and accept students who notify the instructor as required above.

3. Class Attendance Policy

The weight given to class attendance in determining a student's grade is an academic matter; therefore, all instructors are responsible for their own attendance policies. They will convey these policies to their students during the first week of classes each term. A written statement of each attendance policy will be transmitted to the appropriate department chair. (It is noted that all classes will meet for their full period on days immediately before and after vacation.). Each attendance policy must be consistent with the following guidelines:

- a. The policy must not contradict the student regulations on absences as given in the Undergraduate Catalog and reproduced herein (see Section VIII.C).
- b. Any limits on the number of excused absences, or on the availability of make-up work for excused absences, must be included in the policy.

Within their established attendance policies, instructors are expected to accommodate students returning to class after a legitimate (see Section VIII.C.5) absence. This accommodation may take the form of make-up work, recalculation of the student's grade based on remaining work, or other means, as specified in the policy.

C. Final Examinations and Change of Grade

1. Final Examinations

The schedule of final examinations is prepared by the Scheduling Office and each faculty member receives a copy through the campus mail or by electronic mail. Deviations from this schedule can be made only with prior approval of the dean of the college and must be cleared with the Scheduling Office.

A formal final examination, written in class, will be required in all courses where a letter grade is given unless the instructor, at his/her discretion, substitutes some other method for bringing the course into focus and for evaluating the students. In either case the instructor will continue to meet his/her class at the time the final examination is scheduled either to give the test or to receive the work which takes its place; exceptions will be made only with prior approval of the department chair person or other appropriate academic officer.

If an instructor feels that the course objectives can be better met by some method other than the final examination, he/she will announce this plan to the class at the beginning of the quarter, and, along with his/her statement of attendance policy, inform the department chair person in writing of his/her intentions.

Final examinations may not be given, nor final projects in lieu of an examination be required, at any time prior to the regular examination period. Students are entitled to this period for examinations and project purposes, and should be so informed. If a student is made to take an examination or submit a final project prior to the stated final examination period, he/she should appeal to the dean of his/her college.

2. Correction of Grade

A grade reported to the Office of Student Records becomes official as soon as it is reported. A permanent grade may be changed only if an error has been made. The only exception is that if the instructor's chairperson or dean recommends a change on the basis of evidence presented during the course of a student grievance procedure, the instructor may be permitted (but is not required) to make the recommended change. (See related policy in Section IV.B.3)

In reporting a change of grade (other than I or PR) to the Office of Student Records, the instructor must present an explanation for the grade change. Copies of the change of grade request will be sent to the instructor, his/her chairperson, and his/her dean by the Office of Student Records.

3. Grade Appeals

- a.** The instructor assigned to a class has full responsibility for grading, subject to the appeal process described in this section. In unusual circumstances (e.g., death, incapacity, or indefinite inaccessibility of the instructor) the departmental chairperson is responsible for the final grade, subject to appeal by the student to the dean as described in this section.
- b.** A student appealing a grade must make a concerted effort to resolve the matter with the instructor of the course. Failing such a resolution, the student may appeal the grade to the department chair or school director. The chair/director must attempt a resolution acceptable to both the student and the instructor but does not have the authority to change the grade. The department chair or director may enlist departmental grievance procedures to assist in resolving the grade appeal at the departmental level. If the resolution at the departmental level is unsuccessful within the quarter following submission of the grade and the student wishes to appeal, the chair/director shall forward the appeal to the dean of the college for action. If the chair/director is the instructor, the student appeals directly to the dean.
- c.** The burden of proof for a grade change is on the student, except in those cases involving charges of academic dishonesty. If the dean concludes that the student has insufficient grounds for an appeal, there can be no further appeal by the student. If the dean concludes that sufficient grounds do exist for an appeal, the dean shall appoint a faculty committee of five members to consider the case. If a majority on the committee decide that the grade should be changed and the instructor does not accept the recommendation, the committee can authorize the Registrar to change the grade. The decision of the committee is not subject to further appeal. In appeal cases in which the dean is the instructor, the role of the dean will be assumed by the Provost. In those appeal cases involving courses taught by faculty from more than one college, the Dean of University College will review the appeal and, if necessary, appoint the appeals committee.

D. Participation in Outside Work

1. Members of the faculty are free to assist in research or scientific studies conducted by state, regional, and national educational and professional organizations, and in outside work of a professional nature. When such participation necessitates a reduction of teaching load and/or administrative responsibility, or when the expenditure of University funds is involved, it is necessary to secure official approval from the appropriate dean.
2. All outside work of a professional nature by members of the faculty, not a part of the official duties, shall be reported to the Provost and the President by the dean concerned. Members of the faculty shall, as soon as an agreement has been made or work has started, submit to their department head, dean, and the Provost, reports on the nature and extent of outside work. If the outside employer requires the faculty member to sign a patent agreement, such agreement must have prior approval and must be worked out in accordance with the University policy on patents.
3. In no case shall outside employment interfere with specified regular University duties and the effective service of the faculty member. To avoid a conflict of interest, an Ohio University faculty member who is providing instructional services for another institution offering graduate study may in no way provide such services to another Ohio University faculty member or administrator who is enrolled in graduate study at the same institution. In the event that a question arises about the conflict of outside work with effective service to the University, consultation with the faculty member shall be held by his/her department chair person and the academic dean. Decision by the dean, subject to review by the Provost and by the President, shall be final on this point.
4. If a faculty or staff member serving as a consultant to an outside agency or company requires the use of University facilities and/or equipment for purposes of the consultancy, such usage shall be only on an occasional and brief basis, and only with permission of the department chair person or campus dean. Such permission shall include agreement upon any appropriate provisions for liability and/or fees. Should more extensive or frequent usage be needed, the development of a grant or contract between the agency/company and the University would be appropriate.
5. A student engaged in a project related to or part of a consultant's work should be paid by the consultant of the agency/company at a rate appropriate to the task and equivalent to the rate normally paid students for University-sponsored work.

E. Course Auditing Privileges

Any member of the faculty may audit courses without fee, provided he/she has the approval of the dean of his/her college and the instructors of the courses.

F. Faculty and Administrator Registration for Graduate Degrees

All persons on full-time presidential contract, except senior administrators (vice presidents, vice provosts, associate provosts, and deans) are eligible to apply for admission to a graduate program or to nondegree status. The Associate Provost for Graduate Studies and the Graduate Council will review all applications for potential conflict of interest. If the Graduate Council

determines that a conflict exists, the faculty member or administrator shall not be admitted to a graduate program. It is the responsibility of the Associate Provost for Graduate Studies to see that this review takes place at the earliest possible date.

No academic employee above the rank of Instructor, Research Assistant, or equivalent may receive from the University the Master's Degree or the Doctor's Degree in any graduate program where the faculty member has membership, teaches courses, serves on Master's or Doctoral Committees, has, or is expected to have, other supervisory responsibilities which might give rise to conflicts of interest or the appearance of conflicts of interest. Faculty members or senior administrators on full-time presidential contracts at Ohio University seeking a terminal degree must enroll in academic programs outside the colleges in which they are employed. Appeals regarding this policy follow the guidelines established in accordance with the "Faculty Grievance Committee" procedures (see Section II.G).

A full-time faculty member or full-time administrator at Ohio University who is admitted to a degree program or to nondegree status may normally register for no more than 8 hours per quarter. A person wishing to register for 9 to 10 hours must have written approval from the graduate chairperson of his/her academic program and from the administrative supervisor for his or her employee position. Full-time faculty and full-time administrators who obtain approval to register for 9 or 10 hours per quarter may not receive a graduate stipend. Course loads taken during breaks in regular employment, however, such as summers for 9-month faculty, will be limited only by Graduate Catalog regulations. (Attention is also directed to the stipulations regarding residency requirements as stated in the Graduate Catalog and the Policy and Procedure Manual, No. 40.016.)

If a student who is currently in a graduate degree program is offered a presidential contract appointment, the situation shall be reviewed by the Associate Provost for Graduate Studies and the Graduate Council at the earliest possible date. The Graduate Council shall determine whether conflict of interest or unfair competition would result from dual status as a student and a presidential-contract employee, which might affect academic performance and evaluation. If the Graduate Council determines that such conflict would exist, they shall inform the student that he or she may not continue in his or her graduate program if he or she accepts the presidential-contract appointment.

G. Travel and Entertainment Expense

It is the policy of Ohio University to reimburse its personnel for reasonable and necessary travel and entertainment expenses incurred in the conduct of official University business. Detailed regulations governing reporting and reimbursement of travel and entertainment expenses are published in the Policy and Procedure Manual, No. 41.121.

H. Ohio University Patent Policy

Patentable discoveries sometimes result from research performed at Ohio University. It is the desire of the University to be as helpful as possible in protecting the patent rights of the faculty, researchers, students, and employees to the fullest extent compatible with the public

interest and the rights of the University. To this end, the University has authorized the hiring of patent attorneys to file patent applications. Detailed description of University patent policies can be found in the Policy and Procedure Manual, No. 17.001.

The Faculty Senate endorses the essential principles of the "Statement on Copyright" adopted by the American Association of University Professors in 1999.

I. Course Credit and Grading in Emergencies

1. In the event that an academic quarter is terminated prematurely and Rule Two is invoked by the Board of Regents, an entry will be made on each student's record indicating that the quarter has been terminated and that no credit or grades could be given.
2. In the event that an academic quarter is terminated prematurely and Rule Two is not invoked by the Board of Regents, the following policies will be in effect:
 - a. Students with a record of non-attendance or who are delinquent in their work (missed quizzes, examinations, reports, etc.) at the discretion of their instructor may receive no credit or a failing grade for the term. Instructors shall notify such students of the reasons for receiving no credit or a failing grade.
 - b. The amount of credit hours and the mode of completing the course shall be recommended by the instructor and approved by his/her department or a committee thereof. The specific grade will be assigned by the instructor.
 - c. Policies developed in [b] above shall be placed in writing and a copy filed in the department office and in the office of the college dean, and a copy sent to each student involved. The Faculty Senate shall recommend a date by which course work should be completed and grades submitted.
3. In the event that an academic quarter is temporarily interrupted and the full ten weeks of instruction are subsequently completed, normal grading policies will apply.

J. Guidelines for Sponsored Research

Ohio University recognizes its responsibility to serve community (local, state, national, international) interests as it fulfills its basic educational objectives of undergraduate, graduate, and professional teaching, advanced research, and public service. It also recognizes its obligation as a center of higher learning to extend and understand knowledge in order that human life and liberty be preserved and enriched, not degraded and destroyed. The rights to engage in scholarly activity, to pursue individual intellectual inquiry, and to publish and communicate are basic to these objectives and obligations of the University and its scholars. It is in this context that the University appraises its sponsored research programs and encourages and assists its faculty through the Office of Research and Sponsored Programs.

Policies

The policies of the University with respect to sponsored research are based on the following principles:

1. Any sponsored research that is to be undertaken must be demonstrably supportive of the instructional and research objectives of the departments, centers, and institutes in which the research is to be conducted. Proposals for research will be reviewed, weighing needs and benefits against costs and restrictions, to determine their acceptability.
2. The University does not accept sponsored research, the restrictions on which prevent disclosure of the sponsor, the existence of the contract, or adequate review of the appropriateness of the program to academic pursuits of the University.
3. The University, through the Vice President for Research, in concert with the principal investigator, his/her department and college, will seek to minimize restrictions on publication and scholarly communication imposed by those research contracts that are accepted.
4. The University does not accept theses or dissertations containing material developed as part of a research project if the theses or dissertations are restricted from publication. Publication, for this purpose, includes depositing the manuscript with the student's department and college, cataloging by Alden Library, and microfilming and distribution by University Microfilms.
5. The University will accept research contracts at the request of the federal government that go beyond the immediate research interests of faculty members and their departments only under the most pressing demands of national interest and welfare.
6. The University does not accept sponsored programs requiring the University to be involved directly in the development of weapons or weapons systems.
7. In accordance with federal regulations, the University requires approval for certain research projects, sponsored or unsponsored, dealing with human subjects. The object, of course, is to protect those participating in the project from psychological or physiological abuse. Such projects must be reviewed and approved by the Institutional Review Board for Review of Research Involving Human Subjects. For the complete policy on research involving human subjects, see the Policy and Procedure Manual, No. 19.052.

K. Policy for Faculty Participation in Production of Educational Materials

It is the policy of Ohio University to encourage educational innovation and experimentation in the use of techniques that improve instructional effectiveness and efficiency. Policies governing University-sponsored educational materials have been developed. Detailed descriptions of these policies can be found in the Policy and Procedure Manual (Nos. 15.006 and 15.007).

L. Procedures in the Event of Allegations of Violation of Professional Ethics

Introduction

1. The Faculty Senate and the Provost of Ohio University have adopted a statement on Professional Ethics. (See Section I.A of the *Faculty Handbook* .) In Sections IV.L.2 and IV.L.3 procedures for the investigation and resolution of alleged violations of Professional Ethics are specified. Section IV.L.2 applies to alleged violations of Professional Ethics not involving professional research misconduct, while section IV.L.3 applies to alleged Fraud and Misconduct in Professional Research (See Policy No. 19.048 in the Policy and Procedures Manual). Procedures for Loss of Tenure are in Section II.D.5 of the *Faculty Handbook*.

2. Violations of Professional Ethics not Involving Research Misconduct

a. College Professional Ethics Committee^[2]

Each college and Regional Campus will have a standing Professional Ethics Committee consisting of six faculty members in the college or regional campus unless it is necessary to supplement the Committee by faculty from other colleges or regional campuses. At least four of the six faculty must be tenured Group I faculty. The other two may be selected from among the untenured Group I or the Group II faculty. Three of the six members of the College Professional Ethics Committee are selected by the faculty senators from that college or regional campus while the remaining three are appointed by the Dean of the College or Regional Campus. The Chair of the Committee will be appointed by the Dean from among the Group I faculty on the Committee. The term length for members on the College Professional Ethics Committee will be three years and service is restricted to two successive terms. Initial appointments will be staggered so that each year the senators from the college or regional campus and the Dean will each need to select a new Committee member. The College Professional Ethics Committee will be provided access to appropriate university resources to assist it in carrying out its investigations.

b. Departmental and College Procedures

Cases of apparent violations of professional ethics not involving Research Misconduct should be brought to the attention of the department Chair ^[1]. The Chair, possibly in consultation with faculty colleagues or a departmental grievance/advisory committee, shall investigate the allegations. The person accused of the violation of professional ethics will be informed of the charges in a timely manner and be given an opportunity to explain his/her behavior. If the Chair is not satisfied with the explanation, the specifics of the allegations will be given to the person accused in writing. The person accused will have fifteen (15) days to respond to the Chair in writing and the Chair will attempt to resolve the problem. If resolution cannot be reached between the Chair, the complainant, and the accused, the Chair will forward the specific allegations

of violation of Professional Ethics by the faculty member, along with appropriate documentation, to the Dean in writing. The faculty member accused will be given the option of submitting his/her explanation of the alleged misconduct in writing as part of the documentation submitted to the Dean at the same time. If the Dean, Chair, the complainant, and faculty member accused of the violation cannot reach a resolution of the matter within fifteen (15) days, the specific allegations of violation of Professional Ethics along with appropriate documentation will be forwarded to the College Professional Ethics Committee. A final copy of the allegations will be given to the accused, and once the allegations are forwarded to the College Professional Ethics Committee, no additional charges can be added without beginning the process anew.

In cases where the departmental Chair is alleged to have violated Professional Ethics, the allegations are brought to the attention of the Dean of the College who will then investigate the matter and inform the Chair of the allegations if he/she finds them sufficiently serious and credible. If the Dean is not satisfied with the explanation, the specifics of the allegations will be given to the person accused in writing. The Chair will have fifteen (15) days to respond to the Dean in writing and the Dean will attempt to resolve the problem. If resolution cannot be reached between the Dean, the complainant, and the Chair, the Dean will forward the specific allegations of violation of Professional Ethics by the Chair, along with appropriate documentation, to the College Professional Ethics Committee in writing. A final copy of allegations will be given to the Chair, and once the allegations are forwarded to the Professional Ethics Committee, no additional charges can be added without beginning the process anew.

When charges are brought against a faculty member from some external professional or governmental agency, the case will proceed directly to the Dean and the College Professional Ethics Committee after any adverse determination is made by the external professional or governmental agency.

When an allegation of violation of professional ethics is received by the Professional Ethics Committee of the College, the Committee Chair will inform the person accused and the Committee will carry out a thorough investigation of the charges with the assistance of university offices as needed as determined by the Dean and the Ethics Committee Chair. The accused person will be given an opportunity to meet and discuss the charges with the Committee. When appearing before the Committee, the accused person may be accompanied by an advocate, preferably a faculty member.

After consideration of all of the testimony and evidence in the case, the Professional Ethics Committee will report its written conclusions and any recommendations to the Dean of the College and to the person accused with a copy to the Provost. The report and recommendations must be issued within thirty (30) days after receiving the written allegations. The findings and recommended action may include the following:

Not Guilty--The Professional Ethics Committee finds that the person charged is not guilty of a violation of professional ethics. This finding ends the process.

Reprimand--Suitable for violations of professional ethics that are moderately serious.

Censure or Disciplinary Action--Appropriate for more serious violations of professional ethics and may include a formal Censure, reassignment of duties for some specified period of time, and/or a financial penalty not to exceed 10% of the academic year salary.

A recommendation of Reprimand, Censure, or Disciplinary Action, requires at least four positive votes from the College Professional Ethics Committee. In these cases, the report and recommendations of the Professional Ethics Committee and the Dean's recommendation are forwarded in writing to the Provost for action within thirty (30) days after the Dean receives the report and recommendations of the College Professional Ethics Committee. The Dean may recommend a reduced, but not more severe, penalty to the Provost, and a copy of the Dean's recommendation is given to the accused.

The Provost, with due consideration of the recommendations of the Dean and the College Professional Ethics Committee, will announce his/her decision within thirty (30) days of receiving the recommendations and report from the College Ethics Committee and the Dean. The individual charged under this procedure can appeal the action of the Provost to the Professional Relations Committee of the Faculty Senate within twenty-one (21) days of being informed of the Provost's action. The grounds for appeal are limited to failure to follow appropriate procedures in the investigation or arbitrary and capricious decision making. The Professional Relations Committee shall submit its recommendations to the President within thirty (30) days of notification and the President will make the final determination on the appeal and allegation.

3. Fraud and Misconduct in Professional Research

a. Purpose

To establish an administrative process for dealing with misconduct in research, or allegations thereof, so that the integrity of research conducted at Ohio University is maintained, and so that Ohio University complies with federal regulations for institutional oversight of scientific misconduct, specifically as set forth in 42CFR50 for NIH supported research, particularly 42CFR50.103(d)(13,) and 45CFR689 for NSF supported research.

b. Definitions

Misconduct in Research The term "misconduct in research," as stated in the aforementioned regulations and for the purposes of this policy, means "fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the academic community for proposing, conducting, or reporting research." It does not include honest error, or honest differences in interpretations or judgments of data.

Inquiry The term "inquiry," as stated in the aforementioned regulations and for the purpose of this policy, means "information gathering and initial fact finding to determine whether an allegation or apparent instance of misconduct warrants an investigation."

Investigation The term "investigation," as stated in the aforementioned regulations and for the purposes of this policy, means "formal examination and evaluation of all relevant facts to determine if misconduct has occurred."

Complainant The term "complainant" means the individual who makes the allegation.

Respondent The term "respondent" means the individual against whom the allegation has been made.

Whistleblower The term "whistleblower" refers to a university employee who, in good faith, makes an allegation of wrong doing.

c. **Policy Statement**

Misconduct in research is not consistent with the principles, which Ohio University follows in fulfilling its mission of teaching, research, and public service, and will not be tolerated. If allegations of such misconduct are raised, the institution shall conduct a prompt and thorough review and impose appropriate sanctions when the allegation of misconduct has been sustained. Throughout the process the institution will strive to protect due process rights of those accused and, to the maximum extent possible, the privacy of those who in good faith report apparent misconduct.

d. **Implementation**

Implementation of this policy shall be performed in a manner consistent with the aforementioned regulations, specifically: Allegations of fraud or misconduct in research, scholarship or creative activity will be presented to the Vice President for Research.

e. **Pre-Inquiry Review**

The Vice President for Research, or his/her designee, will conduct a pre-inquiry review to assist the complainant to formulate as clearly as possible the exact nature of the allegation and to determine if an allegation has any reasonable basis before beginning a formal process of review. In those cases involving allegations that pose threats to the health or welfare of human subjects or other involved persons, a pre-inquiry review may be omitted. Following an informal review with the respondent, if the Vice President or his/her designee determines that the allegation has no merit

and/or does not fall under the definition of misconduct in research, the complainant and respondent will be notified of that decision.

f. Inquiry Procedure

An inquiry procedure shall be initiated immediately upon completion of the pre-inquiry review or, in cases involving the health or welfare of individuals, immediately upon receipt of an allegation of misconduct in research. The Vice President for Research will notify the respondent as soon as possible but no later than five (5) days from receipt of the complaint or completion of the pre-inquiry review. This notification will be in writing and shall mark the beginning of the formal inquiry. At the time of notification, all relevant research records and materials will be secured by the office of the Vice President for Research and the dean of the respondent's college will be notified of the allegation. If an allegation of research misconduct is referred to Ohio University by a federal agency, the University will review the referral and, if appropriate, move directly into the investigation procedure in Section IV.L.3.g.

The Vice President for Research, in consultation with the Professional Relations Committee of the Faculty Senate, shall appoint a Panel to conduct an inquiry to determine if a full investigation is warranted. The Panel shall consist of no fewer than three (3) persons. The Panel should include not only persons who have expertise in the discipline of the respondent(s), but also at least one other, unrelated scholarly discipline and a member of rank or position similar to the respondent. The Chair of the Panel will be selected by the Vice President for Research and staff support will be provided by the Vice President's office. The inquiry shall be completed and a written report submitted to the Vice President for Research within thirty (30) days from the date of notification of the respondent of the allegation or misconduct.

The inquiry is the initial stage of formal information-gathering and initial fact-finding to determine whether there is sufficient credible evidence of misconduct to warrant a full-scale investigation. The written report shall state what evidence was reviewed, summarize relevant interviews, and include conclusions of the inquiry. The Panel will have access to and the assistance of all units or offices at the University in conducting its review. Contacts with experts or witnesses outside the University will be authorized by the Chair of the Panel and made by staff members assisting the Panel. The respondent(s) will be interviewed as a part of the inquiry process and shall be given a copy of the report of the inquiry. If they comment on that report, their comments will be made a part of the record. If the inquiry takes longer than thirty (30) days to complete, the record of the inquiry shall include documentation of the reasons for exceeding the thirty (30) day period.

The Panel shall maintain sufficiently detailed documentation of inquiries to permit a later assessment of the reasons for determining that an investigation was not warranted, if necessary. The documentation will be delivered to the Vice President for Research at the conclusion of the inquiry for maintenance in a secure manner for a period of at least three (3) years after the termination of the inquiry.

Within ten (10) days following the completion of the inquiry, the Vice President for Research will review the recommendations of the Inquiry Panel and the written comments of respondent, if any are made, and determine, in consultation with the Provost, whether to conduct an investigation, drop the matter, or pursue some other appropriate action. The dean of the respondent's college will be notified of the decision of the Vice President. In cases where there are procedural or bias challenges or other problems identified in the inquiry process, the University may elect to proceed with an investigation or pursue other appropriate remedies, on advice of University counsel and in consultation with any affected federal agency. The course of action chosen will be reported to the respondent. An institutional settlement at the inquiry stage cannot bind the federal government.

g. Investigation Procedure

An investigation shall be initiated within thirty (30) days of the determination by the Vice President for Research to proceed with the investigation. The Vice President for Research will notify the respondent and any federal agency that is providing support for research identified in the allegation of the university's decision to initiate an investigation. This notification will be written and will delineate the allegation of misconduct. In consultation with Professional Relations Committee of the Faculty Senate or other representative committee appropriate to the employment status of the respondent, the Vice President for Research shall appoint a Committee of no fewer than five (5) persons to conduct the investigation. The Committee shall include not only persons who have expertise in the disciplines of the respondents(s), but also at least one from some other, unrelated scholarly discipline and at least one member of rank or position similar to the respondent. The Chair of the Committee will be selected by the Vice President for Research and staff support will be provided by the Vice President's office. The Committee will be authorized to secure necessary and appropriate expertise from Ohio University and elsewhere, to augment the expertise represented by the Committee membership. The Committee will have access to and the assistance of all units or offices at the university in conducting its review. The Vice President for Research will take appropriate interim administrative actions to protect any federal funds involved in the allegation and insure that the purposes of the federal financial assistance are carried out.

The investigation is the formal review of an allegation of misconduct with a formal examination and evaluation of relevant facts to draw a conclusion about whether the evidence persuasively supports a finding that misconduct has occurred. The investigation normally will include examination of documentation, including but not necessarily limited to the report of the Inquiry Panel, relevant research data and proposals, publications, correspondence, and memoranda of telephone calls. The respondent(s) will be interviewed as part of the investigative process. Contacts with experts or witnesses outside the university will be authorized by the Chair of the Committee and made by staff members assisting the Committee. Whenever possible, interviews should be conducted of all individuals involved including the complainant and other individuals who might have information regarding, key aspects of the

allegations; summaries of these interviews should be prepared, provided to the interviewed party for comment or revision, and included as part of the investigatory file.

An investigation should ordinarily be completed within ninety (90) days of its initiation including conducting the investigation, preparing the report of findings, and making that report available for comment by the respondent(s). The report, along with all documentation used in the investigation and any comments provided by the respondent(s), shall be delivered to the Vice President for Research immediately upon completion.

The Vice President for Research will review the report and any comments from the respondent(s) and forward the report with his/her recommendations to the Provost for appropriate action. The Provost, following review of the findings and recommendations with the respondent(s), shall determine what disposition to make of the case(s). The Dean of the respondent's college will be informed of the Provost's action. The report of the investigation, and comments from the respondent(s), and the decision of the Provost with regard to sanctions will be forwarded to any appropriate funding agency.

h. Appeal Procedure

An appeal of the decision of the Provost may be made by the respondent by petition to the Professional Relations Committee of the Faculty Senate or other grievance committee appropriate to the employment status of the respondent(s). The appeal must be submitted in writing within fifteen (15) days of notification and is restricted to the body of evidence already presented. The grounds for appeal are limited to failure to follow appropriate procedures in the investigation or arbitrary and capricious decision making. The Professional Relations Committee shall submit its recommendations to the President within fifteen (15) days of notification and the President will make the final determination on the appeal and allegation.

i. Due Process Considerations

Precautions shall be taken against real or apparent conflicts of interest on the part of those involved in the inquiry or investigation. Diligent efforts, as appropriate, shall be undertaken to restore the reputations of persons alleged to have engaged in misconduct when allegations are not confirmed, and to undertake diligent efforts to protect the positions and reputations of those who, in good faith, make the allegations. In particular:

The individual(s) against whom the allegation of scientific misconduct has been made shall be afforded a prompt and thorough investigation, confidential treatment to the maximum extent possible under Ohio law, and an opportunity to comment on allegations and findings in the inquiry and/or the investigation before recommendations are made.

It is the obligation of every employee at Ohio University to cooperate, in good faith, with inquiries and investigations of possible misconduct.

The privacy of those who in good faith report the apparent misconduct in research shall be protected to the maximum extent possible.

It is the responsibility of the University to undertake diligent efforts, as appropriate, to restore the reputation(s) of the respondent(s) when allegations are not confirmed. These efforts may include notification of the findings to all agencies, sponsors, or other entities of individuals initially informed of the inquiry and/or investigation.

j. Reporting

The University will comply with all reporting requirements concerning scientific misconduct on federally supported research. Project-specific information on such requirements is maintained in the Office of Research and Graduate Studies.

k. Retaliation Complaints

For purposes of responding to whistleblower retaliation complaints, the Vice President for Research will be the University official responsible for establishing and implementing policies consistent with 42CFR50.103(d)(13) and the Office of Research Integrity (ORI) Guidelines for Institutions and Whistleblowers: Responding to Possible Retaliation Against Whistleblowers in Extramural Research (November 20, 1995) and will serve as the university's liaison to ORI. If the involvement of the Vice President for Research creates a real or apparent conflict of interest with the university's obligation to protect good faith whistleblowers, the President shall appoint a substitute responsible official who has no conflict of interest.

A whistleblower who wishes to receive the procedural protection described by the ORI Guidelines shall file his or her retaliation complaint with the Vice President for Research within 180 days from the date the whistleblower became aware or should have become aware of the alleged adverse action.

The University shall review and resolve all whistleblowers retaliation complaints in conformity with the processes outlined in the ORI Guidelines including notification to the whistleblower of the receipt of the complaint within fifteen (15) days, and shall resolve the complaint within 180 days after receipt of the complaint. If the University fails to respond to the complaint within fifteen (15) days, the whistleblower may file the retaliation complaint directly with ORI.

Endnotes

[1] Department Chair is equivalent to School Director or Division Coordinator at the Regional Campuses.

[2] For those committees whose representatives are chosen by the faculty senators, the chair of faculty senate will appoint one senator from each college who is responsible for reporting the nominations in writing to the chair of faculty senate. This senator should also contact the nominees to determine their willingness to serve on the committee prior to submitting the names to the chair of faculty senate. Nominations will be sought at a meeting of the senators from each college immediately after the September senate meeting.

V. UNIVERSITY FACULTY FELLOWSHIP PROGRAM, RESEARCH GRANTS, AND AWARDS

A. University Faculty Fellowships

1. The purpose of the University Faculty Fellowship Program is to enhance the professional skills of the faculty member through further education, study, research, or creative work. It is the spirit of the program to permit the faculty member maximum flexibility in planning, in his/her way, his/her professional development. Both faculty and students as well as the public will benefit from such improvement in professional competence.
2. At the end of each seven-year teaching period at Ohio University, each tenured faculty member having faculty status shall be eligible for a University Fellowship leave. Department chairpersons accrue time toward eligibility in the same way as other members. All academic service to Ohio University will count toward eligibility regardless of the rank, campus, or overseas program at which it was performed. Every faculty member who has taken a University Fellowship leave shall complete another seven years of service at Ohio University before he/she shall become eligible for another University Fellowship grant ^[1].
3. Leaves of absence supported by other programs, such as Baker Awards, research grants, foundation fellowships, etc., and leaves for the purpose of employment by another school or company will not be considered as substitutes for a University Fellowship. However, the period spent on such special leaves of absence will not count as part of the accrual period for a University Faculty Fellowship.
4. A University Fellowship leave may consist of one quarter at full pay, two quarters at three-fourths pay, or three quarters at two-thirds pay ^[2]. These rates are to be applied to the pay the faculty member normally would receive during the quarter(s) in which he/she is to be on leave.
5. A University Fellowship leave may be granted for a maximum of three quarters. Faculty on nine-month contracts will be granted leave only during the quarters covered by a contract. A University Fellowship leave may not be taken during the summer or other off quarters, though such quarters do count toward eligibility for a University Faculty Fellowship. Faculty members on twelve-month contracts will be granted leave at any time during the twelve-month period of the contract, with the combined summer sessions considered to be one quarter.
6. A faculty member on a University Fellowship will not hold a paid position unless that position can be shown to assist him/her professionally. Should he/she hold such a paid position during the period of the leave, however, the sum of the University Fellowship salary and additional funds in the form of grants, stipends, gifts, or pay shall not

exceed the salary the faculty member would have received for that year without leave, excluding such funds as are applied to the special expenses of the leave for equipment, books, professional travel, services, higher cost of living elsewhere, etc. Should the sum exceed that amount, the University's contribution to his/her University Fellowship salary may be reduced accordingly.

7. A faculty member who does not wish to apply for a University Faculty Fellowship the year he/she becomes eligible or who is denied a University Fellowship for any reasons, will not lose his/her eligibility and may apply in the following years. If a faculty member is denied a University Fellowship for the convenience of the department, in spite of the fact that his/her proposal merits approval, every effort will be made to ensure that this denial is not continued another year.
8. Upon completion of a University Fellowship leave, a faculty member starts accruing time toward eligibility for the award of his/her next University Faculty Fellowship as of the date of his/her resumption of normal academic duties. He/she does not begin to accrue time toward another Fellowship while the Fellowship for which he/she is already eligible is delayed either voluntarily or through denial of leave.
9. A University Faculty Fellowship shall be considered as part of University service. No faculty member shall, by virtue of being on a University Fellowship, suffer a reduction or termination of his/her regular employee retirement or insurance benefits or of any other benefit or privilege he/she receives as a faculty member at Ohio University. Whenever such a benefit would be reduced because of a reduction in the faculty member's salary during the period of the University Fellowship, the faculty member shall be given a chance to have the benefit increased to its normal level. Ohio University will continue to pay its portion of pension and insurance policies.
10. Faculty members will be expected to teach at Ohio University for at least three quarters after completion of their University Fellowship leave.
11. Application for a University Faculty Fellowship is to be made in writing to the department chairperson ordinarily no later than the first day of the Winter Quarter preceding the summer and/or academic year in which the leave is to be taken. The decision by the President on his/her application is to be made known to the faculty member in writing no later than March 1, though this decision is subject to approval by the Trustees at their next meeting. The application must include a well-considered plan, presented with a reasonable degree of specificity, showing how the Fellowship leave will contribute to the professional effectiveness of the applicant and the best interest of the University, e.g., teaching efficacy, research, and creativity.
12. The department will evaluate the faculty members' applications and the chairperson will send all the applications and his/her recommendations to the appropriate dean. The dean will review all applications in the college and send them and his/her recommendations to the Provost, who will review them and make recommendations to the President for final approval or disapproval, subject to confirmation by the Board of Trustees. If the evaluation process results in a decision not to approve the application, the faculty member will be given, no later than March 1, written notification of the action and all reasons for the action. The written statement will be made by the person in the review process who first recommends disapproval of the application.
13. If a faculty member believes that his/her leave proposal has been denied unjustly, he/she will have the right to appeal the decision to his/her chairperson, to the dean, to

the Provost, and then to an appeal board which shall be the Professional Relations Committee of the Faculty Senate. This committee will normally interview the faculty member, his/her chairperson, and his/her dean, and then make recommendations to the Provost for final action. The grounds for the appeal may be allegations of (a) inadequate consideration, (b) denial of due process, or (c) personal bias or discrimination.

14. A report on the completed University Fellowship leave shall be submitted in writing through the same channels as the request for leave within three months following the return of the faculty member to his/her teaching duties at Ohio University. The department will evaluate the report. Evaluation of this report will play a significant role in the granting of future University Fellowships.
15. No University Fellowship leave may be granted that requires a corresponding addition to the permanent faculty of Ohio University. Departments and regional campuses are expected to arrange for University Fellowship leaves on a "break-even" or "no-cost" basis; in some cases a "no-cost" program may be desirable on a college-wide basis. Duties of persons on Fellowship leave normally will be assumed by the remaining faculty. If a faculty member is on leave with less than full salary, the remaining part of his/her budgeted salary may be used toward replacement of his/her services. The department chairperson will describe how the proposed loss of teaching services will be compensated for, without impairment of the quality of the department's work. Faculty members of small instructional units and other singularly specialized faculty shall have equal opportunity for leave with all other faculty.
16. Regional campus faculty members shall submit requests for a University Faculty Fellowship to the division coordinator. The division coordinator may forward the faculty member's application to the appropriate department at the Athens campus or to the most closely related department if no corresponding department exists. He/she shall take such action at the faculty member's request. The Athens department shall give advice on the merit of the faculty member's proposal and return it to the division coordinator in making his/her recommendations to the regional campus dean. The regional campus dean shall review all applications at his/her campus. He/she will send applications and his/her recommendations to the Provost, who will review them and make recommendations to the President for final approval or disapproval, subject to confirmation by the Board of Trustees. If the evaluation process results in a decision not to approve the application, the faculty member will be given written notification, no later than March 1. The written statement will be made by the person in the review process who first recommends disapproval of the application. The appeal procedure shall be through the division coordinator, the regional campus dean, the Provost, and then to the Professional Relations Committee of the Faculty Senate.
17. When more applications are received than a department can recommend for implementation for the coming year, it is suggested that decisions on which faculty members shall be recommended for leave be based on: (a) the merit of the proposal and (b) the longevity of service to Ohio University since the last University Faculty Fellowship or since the beginning of employment at Ohio University if the faculty member has had no previous University Fellowship.
18. Precedence over the above guidelines may be given in the following exceptional circumstances: (a) a previously approved proposal that could not be implemented for

the sake of departmental convenience or because of the discontinuation of a previous sabbatical leave program should be given the highest priority if resubmitted, (b) special programmatic needs of a department, and (c) special opportunities available to a faculty member at a particular time.

B. The John C. Baker Fund

The John C. Baker Fund, endowed as an "incentive to quality" in the name of former Ohio University President Dr. John C. Baker, is the gift of University alumni Mr. and Mrs. Edwin L. Kennedy.

The Baker Fund provides: (1) Distinguished Professorship Awards, initiated in 1959 for faculty members who have made significant contributions in their fields, (2) The Edwin and Ruth Kennedy Lecture Series, and (3) grants supporting faculty research projects upon which a substantial beginning has already been made and for which there is a definite need in terms of the University's programs.

C. Distinguished Professor Award

A committee of at least four Distinguished Professors appointed by the President reviews candidates for the Distinguished Professor award and makes its recommendations to the President. Although the committee meets annually, the award(s) need not be made every year.

Recipients of the Distinguished Professor award will be chosen on the basis of outstanding artistic, literary, historical, or scientific achievement, or other worthy accomplishments attaining wide recognition. Funds for the leave and honorarium are donated to Ohio University by Mr. and Mrs. Edwin L. Kennedy.

No set amount will be established for the honorarium, and a recipient may receive a cash stipend or a leave of absence of one quarter with full pay or both. In addition, every Distinguished Professor has the right each year to appoint one undergraduate to a one-year, full-tuition scholarship.

To be considered for the award, a faculty member must have tenure and a minimum of five years' service at the University. In addition, only projects already completed will be considered in the committee's examination of distinguished achievements. If a leave of absence is granted, the time when the leave is effective must be approved by the department chairperson, the appropriate dean, and the Provost.

Faculty members are invited to submit the names of candidates for the award to the President's Office.

D. Leaves of Absence and Reduction of Teaching Load for Support of Research

The University supports a program of leaves of absence, including professional leaves, either full-time or part-time, for research and productive scholarship.

Chairpersons of departments and deans of colleges may recommend to the Provost reduction of teaching loads and/or leaves of absence for faculty members who have a research or writing project under way that requires a concentration of time and effort for its completion. Summer appointments for conducting research may be provided.

E. Ohio University Research Committee

The Ohio University Research Committee provides support for research or creative effort in any field of study. The Committee provides such support in response to formal proposals that are invited periodically during the academic year. Funds can be awarded for any bona fide research expenditure, including salary for the principal investigator, stipends or wages for graduate and undergraduate students, equipment, supplies, and travel.

A restricted number of discretionary awards of up to \$500 can be provided by the chairperson of the Committee at any time without going through the formal, periodic review process.

Guidelines for proposal preparation may be obtained from the chairperson of the Committee or from the Office of Research and Sponsored Programs.

F. Emeritus Status

Except in very unusual circumstances, emeritus status is conferred only upon retiring or retired members of the faculty. Emeritus status is conferred upon a faculty member if, in the judgment of his/her department or regional campus, and with the concurrence of appropriate administrative officers, some special recognition has been earned. This judgment should be based on many or all of the following factors: (1) length of service, (2) quality of teaching, (3) quality of research, (4) contribution to the University in administrative and committee work, and (5) services to society beyond the University. Except in unusual circumstances, emeritus status shall be conferred only on someone who has taught at Ohio University ten or more years.

An emeritus faculty member is granted library privileges as if he/she were an active faculty member, and during any academic quarter when he/she is on duty will have appropriate office space, parking privileges, and similar perquisites. During periods when he/she is not on duty, parking privileges and the use of other facilities such as office space and laboratory space may be offered when and where they are available.

G. University Professor

1. To acknowledge outstanding undergraduate teaching, students of Ohio University participate in the naming of from one to six University Professors each year. University Professors are Group I faculty who have demonstrated superior teaching ability and who have insight into the educational process. Students suggest to the University Professor Selection Committee the names of faculty members who they believe should serve. The Committee screens the suggestions and nominates from the suggested faculty members those who best exemplify the concept of the University

Professor. The Provost appoints the University Professors from among those nominated by the Committee. Each Professor is given freedom to teach two courses of his or her choosing and is awarded a \$2,000 honorarium during the academic year of the appointment. This program is operational only on the Athens campus.

2. Procedures used by the University Professor Selection Committee are outlined in the Undergraduate Catalog and the University College Bulletin. Additional information may be obtained from the office of the Dean of University College.

Endnotes

[1] See Board of Trustees' policy amendment of October, 1977 providing implementation guidelines, Appendix A.

[2] Example Leave Pay Schedule, for \$48,000 9-month salary:

On Leave:	1 qtr.	2 qtrs.	3 qtrs.
Teaching	2 qtrs.	1 qtr.	0 qtrs.
Pay for Leave	\$16,000	\$24,000	\$32,000
% Pay on Leave	100%	75%	66.7%
Teaching Pay	\$32,000	\$16,000	\$ 0
Avail. for Replacement	\$ 0	\$8,000	\$16,000

VI. FACULTY ORGANIZATIONS

A. Constitution of the Faculty Senate of Ohio University

Preamble

We, the members of the faculty of Ohio University, Concerned that improvement of academic standards keep pace with the physical growth of the University, Convinced that those directly involved in the instructional and research activities of the University can play an active advisory role to the administration and Board of Trustees, who alone have the responsibility to the people of Ohio for the proper conduct of University affairs, in arriving at decisions involving University policy, Aware that a regularly authorized and representative agency of the faculty must serve this function if academic excellence is to be maintained and improved, Do hereby establish a Faculty Senate of the University to constitute the official channel of faculty opinion in all matters which have a bearing upon the furtherance of academic excellence.

Article 1 Composition and Election

1. The Faculty Senate shall be composed of faculty members with faculty status, with or without tenure. Forty-eight Senators shall be elected by the Group I faculty of the degree colleges of the Athens campus and Group I faculty of each of the regional campuses in proportion to the numbers of such faculties eligible to serve on the Faculty Senate, with the following provisions: each degree-granting college or unit headed by a dean and having Group I faculty shall be entitled to have at least one representative on the Senate. Two Senators who are Group II faculty shall be elected by the Group II faculty of Ohio University. The election shall be conducted in accordance with the Rules of Election stated in the Senate Bylaws.
2. Each year members shall be elected for a three-year term, to replace those whose terms of office have expired. No member shall serve more than two terms in succession without at least one elapsed year.
3. Elections shall be held in May of each year, and shall be conducted by secret ballot by an Elections Committee of the Senate. Terms of office shall expire on August 31; new members shall assume office on June 1.
4. A presiding officer to be known as the Chairperson of the Faculty Senate shall be elected by the Senate at the May meeting. Members of the Senate who have served at least one year shall be eligible for election to the office of Chairperson. The Chairperson shall preside at meetings of the Senate throughout the year and until a new Chairperson has been elected at the May meeting following his/her term of office.
5. A Vice-Chairperson shall be elected from among those members eligible for election to the office of Chairperson. He/she presides at meetings of the Senate, and otherwise fulfills the duties and obligations of the Chairperson, at the request of the Chairperson or in the event of his/her absence. The Vice-Chairperson shall also serve as the Chairperson of the University Curriculum Council.
6. A Secretary of the Faculty Senate shall be elected annually from those members eligible for election to the office of Chairperson. He/she shall be responsible for the preparation of minutes and for such other duties as may be assigned by the Chairperson.
7. When vacancies occur in the membership of the Senate because of death, resignation, or extended absence from the campus, an interim member shall be appointed by the Chairperson as provided for in the Rules of Election. The interim member shall serve until the original term is completed (or until the absent member is able to resume his/her duties) and shall be eligible for reelection. The Secretary shall notify the Senate that a vacancy exists when he/she is informed of the death, resignation, or extended absence of a member.

Article 2 Meetings of the Faculty Senate

1. The Faculty Senate shall hold at least one regular meeting each month during the calendar year except for the months of July, August, and December. Except in

circumstances specified in the bylaws, any member of the faculty or any administrative officer of the University may attend the meeting of the Senate and may express his/her views upon recognition by the presiding officer.

2. The Chairperson, or, in his/her absence, the Vice-Chairperson, shall preside over all meetings of the Faculty Senate.
3. Special meetings of the Senate may be called by the Chairperson upon his/her initiative, or at the request of the President of the University, or upon petition in writing to the Chairperson signed by five elected members of the Senate. The Chairperson shall be responsible for advance notification to all members of the time and place of all special meetings.
4. A quorum of any regular or special meeting of the Faculty Senate shall be a majority of the membership of the Faculty Senate.

Article 3 Functions of the Faculty Senate

1. The Faculty Senate shall:
 - a. Initiate policies related to University-wide academic matters, recommending their approval by the President through the Provost.
 - b. Act upon all faculty grievance matters according to policies and procedures of the *Faculty Handbook*.
 - c. Initiate policies relating to the rights and responsibilities of faculty members incident to their employment by the University, recommending their approval by the President through the Provost.
 - d. Receive, act upon, and transmit to the President through the Provost the views of the Senate with respect to proposals initiated by the President, the Provost, or other individuals or groups regarding policies relating to University-wide academic matters, changes and additions to the *Faculty Handbook*, and policies relating to the rights and responsibilities of faculty members incident to their employment by the University.
 - e. Initiate changes and additions to the *Faculty Handbook* recommending their approval by the President through the Provost.
 - f. Act as official channel of faculty opinion on all matters that have a bearing on academic excellence.
2. The Faculty Senate shall transmit recommendations to the President of the University via the Chairperson. In appropriate cases, the Faculty Senate shall transmit recommendations to the Board of Trustees via the Chairperson and the President of the University.
3. Upon the majority vote of the elected membership of the Faculty Senate, the Chairperson of the Senate shall request the President to convene a meeting of the University faculty for the consideration of matters of general interest to the faculty.

4. Upon written petition of one-fifth of the faculty members of Ohio University eligible to serve on the Faculty Senate, the Chairperson of the Faculty Senate shall request the President to call a meeting of the University faculty.
5. The officers of the Faculty Senate shall be responsible for officially informing the President or the Provost of the transactions of the Senate and for informally discussing these and related matters with them. They shall communicate to the Senate any information or request which the President or Provost wishes to be communicated, except that the President or the Provost, or a designated representative, is privileged to present his/her views from the floor in any regular or special meeting.
6. In performing the duties stated herein, the Chairperson shall be governed by the following stipulations:
 - a. The Chairperson is charged with the responsibility for representing the Faculty Senate and with presenting the Faculty Senate's recommendations and views.
 - b. The Chairperson shall transmit all formal actions from the Faculty Senate to the appropriate persons in written form approved by the Senate, and shall request that all formal communications to the Senate be in written form.
7. The Faculty Senate shall consider, in any action taken, the two major responsibilities of all persons who serve as members of the faculty of Ohio University: the welfare of the citizens of Ohio and the pursuit of truth.
8. The Faculty Senate shall prepare by-laws of organization and procedure for the conduct of its affairs.
9. An amendment to the Constitution may be proposed by a two-thirds vote of the membership of the Senate and submitted to faculty for approval. A simple majority of those voting shall constitute an affirmative vote. The amendment shall become effective upon approval by the Board of Trustees of Ohio University.

B. Bylaws of the Faculty Senate of Ohio University

1. Rules of Election

Each member of the Faculty Senate shall be elected for a three-year term beginning June 1 and ending August 31.

The election shall be held by secret ballot in the first week of May of each year. At least two weeks prior to the date of the election, the Senate Elections Committee shall circulate to all faculty a call for nominations of eligible faculty members for the Senate. The call shall request the faculty member (1) to list his/her own name if he/she wishes to have his/her name on the ballot, and is not disqualified by the rules of the election; (2) to list the name or names of any other eligible faculty members whom he/she wishes to place in nomination for election to the Senate, and who are not disqualified by the rules of election.

The Elections Committee will draw up a ballot listing all the names returned with the following exceptions: (1) members of the Senate whose terms do not expire; (2) members of the Senate whose terms expire but who have been elected and who have served for two consecutive three-year terms (such persons are ineligible for election until one year has elapsed); and (3) members of the faculty who will not be on the campus for two or more quarters of the next academic year. Provisions shall also be made on the ballot for write-in votes.

Every faculty member with faculty status is eligible to vote for members in his/her college or regional campus. The balloting shall be carried out according to the "Method of Proportional Representation". In this method, each voter's ballot is used for the candidate of his/her choice unless this candidate has too few votes for his/her election to be possible, in which case his/her ballot is transferred to his/her second choice candidate, and so forth. Almost every voter's ballot is used to elect some representative, and thus each minority faction will have its proper share of representatives.

The ballots will be tallied according to the following steps:

1. Distribute all ballots to candidates of first choice. (If a ballot does not indicate an unambiguous first choice, it is invalid and is discarded.)
2. Count the number of ballots distributed to each candidate.
3. Add these numbers to find the total ballots. Call this 'B'.
4. Let n be the number of candidates to be elected, and let E be the number of ballots required to elect any candidate. Compute E as follows: If $B/(n+1)$ is not a whole number, then E is the Next Largest Whole Number. Example: $B = 100$, $n = 2$, then $B/(n+1) = 33 \frac{1}{3}$, and $E = 34$. If $B/(n+1)$ is a whole number, then $E = [B/(n+1)] + 1$. Example: $B = 100$, $n = 3$, then $B/(n+1) = 25$, and $E = 26$.
5. If one or more candidates have at least E ballots, then declare Elected the candidate with the largest number of ballots. Call his/her number of ballots N. (In case of a tie, choose one by lot). (If no candidate has as many as E ballots, go to Step 11.)
6. Count the elected candidate's Transferable Ballots (those with a second choice indicated). Call this number 'T'.
7. Compute the Value of each transferable ballot. $V = (N-E) / T$ to two decimals. Write this value at the top of each transferable ballot. (Example: Smith has 25 ballots, of which 23 indicate a second choice; E is 20. Then $V = (25-20) / 23$, or 0.22 to two decimals.)
8. Distribute all transferable ballots to candidates of second choice.
9. Compute a new total (N) for each candidate by adding the values of his/her ballots. (The value of an untransferred ballot is one.)
10. If one or more of the remaining candidates have at least E ballots, repeat steps 5 through 9. In Step 7, the new value of any transferred ballot is computed by:

$$\text{New Value} = \text{Old Value} \times (N-E)/T.$$

If none of the remaining candidates has E or more ballots, then go to Step 11.

11. Declare Defeated the candidate with the fewest votes. (If two candidates are tied for low, select one by lot.) Record all defeated candidates in the sequence of their defeat, for the purpose of compiling a list of alternates.
12. Distribute all ballots of the defeated candidates among the remaining candidates according to the highest choice indicated on the ballot. The value of a ballot does not change in this transfer. (If a ballot indicates no further preference among the remaining candidates, it is declared exhausted and plays no further part in the election.)
13. Count the new totals for all remaining candidates. Repeat Steps 5 through 12 until n candidates have been elected, or until the number of remaining candidates is just sufficient to fill the remaining positions, at which point they are declared elected.

The election shall be carried out by the Elections Committee of the Senate, consisting of the Chairperson, the Vice-Chairperson, and the Secretary of the Senate, plus the other two members serving on the Executive Committee of the Senate. The Chairperson of the Senate or a member of the Elections Committee designated by him/her, shall serve as Chairperson of the Elections Committee.

The Elections Committee shall be charged with preparing and distributing the ballots, counting the votes, and notifying the new members elected. The Elections Committee shall also prepare a list of alternates, in order of number of votes, from each of the colleges and regional campuses. The list shall be maintained by the Secretary, who shall notify the Senate of any vacancy that exists in the membership of the Senate and who shall aid the Chairperson in appointing the highest-ranked alternate to the vacancy.

Vacancies may occur due to the death, resignation, or extended absence of a member; extended absence shall be considered to mean more than two absences from meetings without excuse during an academic year (September through May). An alternate, or interim member, shall serve until the original term is completed unless the absent member has signified a date at which he/she will be able to resume his/her duties.

In addition to the procedures governing vacancies as described in the preceding paragraph and Article 1, Section 7 of the Constitution, an absent Senator may be temporarily replaced for a given meeting by one of the alternates from his/her college or regional campus from the list maintained by the Secretary. The alternate shall, during the meeting at which he/she serves, have all the privileges of membership, including voting. Temporary replacement shall be accomplished in the following manner: a senator who must be absent shall notify the Chairperson or Secretary in advance of the meeting. The Chairperson or Secretary will then notify, if time permits, the first alternate. If the first alternate cannot serve, the second alternate will be notified, and so on. An alternate must report his/her presence to the Secretary at the beginning of the meeting. The interim member shall be eligible for election (or re-election) as soon as his/her interim term expires, but he/she may not serve more than two elected three-year terms in succession.

2. The Election of Faculty Senate Officers

The Faculty Senate shall have three elected officers:

- a Chairperson,
- a Vice-Chairperson
- a Secretary

The Officers shall be elected in the order given above at the May meeting of the Senate or, alternatively, at a special meeting held prior to the June Commencement.

Members of the Senate who have served at least one year shall be eligible for election to office. Members-elect whose terms will begin on June 1 shall participate in the election of officers. Members who will retire from the Senate effective August 31 shall not participate in the election of officers.

A nominating committee will be formed from senators who will retire from the Senate effective August 31. All retiring senators finishing two consecutive terms will be first asked to serve on the committee. Should fewer than three of these retiring senators be willing to serve, the nominating committee will be supplemented from the ranks of other retiring senators. Composition of this nominating committee will be announced at the March Senate meeting. The nominating committee will present at least one slate of officer candidates to the Senate at the April meeting. At the May meeting, additional nominations will be entertained from the floor to supplement those of the nominating committee. The election shall be carried out by secret ballot. Election to office requires a majority of the votes cast. If no nominee has a majority of votes for a particular office, a new ballot shall be taken until a majority is achieved. The new officers shall assume office upon election.

3. Salaries and Stipends of the Officers of the Faculty Senate

The Chair of the Faculty Senate will receive an annualized salary equal to four-thirds of his or her academic year base salary. The Office of the Provost will fund three-quarters of the annualized salary and the Chair's home department will fund the remaining quarter.

The Vice Chair of the Faculty Senate will receive a yearly stipend from the Office of the Provost. This stipend will be increased each year by a percentage equal to the average percentage raise received by the faculty of Ohio University.

The Secretary of the Faculty Senate will receive a yearly stipend from the Office of the Provost. This stipend will be the same amount as that received by the Vice Chair of the Faculty Senate.

4. Meetings

- a. Notice.** Notice of meetings may be given by campus or U.S. mail or by telephone. Mailed notices of meeting must be given so as to be received at least twenty-four hours prior to the meeting. If the member cannot be reached personally, leaving a telephone message announcing the meeting with a responsible person at the member's house or office, at least four hours prior to the meeting, will constitute sufficient notice.

- b. Notice for Special Meetings.** All business to be taken up at special meetings must be announced with reasonable particularity in the notice of the special meeting.
- c. Closed Meetings.** In unusual circumstances, the Senate may wish to close its meeting to various persons or groups of persons for a variety of reasons. Closing may be accomplished in two ways:
 - i.* the Chairperson and/or the Executive Committee of the Senate may announce in the notice of a meeting that the meeting or particular portion of the meeting will be closed. The Chairperson will ask the members of the Senate, when the meeting convenes, if there is objection to closing the meeting or particular portions of the meeting. If a member so requests, a roll call vote will be taken on this question. A simple majority of those voting will close the meeting, except that if the meeting is to be closed to faculty, a two-thirds majority of those voting will be required.
 - ii.* a motion from the floor may close a meeting or a portion of a meeting. Again, a roll call vote on the motion will be taken and a simple majority of those voting will close the meeting or portions of the meeting to whomever is named in the motion, except that if the meeting or portions of the meeting are to be closed to faculty, a two-thirds majority of those voting will be required.

Any motion or recommendation to close a meeting must specify

- i.* the person or persons to whom it is to be closed,
 - ii.* the reasons for the closure, and
 - iii.* the business to be transacted during the closed period. Once the conditions in the motion or recommendation have been fulfilled, the meeting will be re-opened in accordance with the Senate Constitution, Article 2.
- d.** The Faculty Senate shall hold at least one regular meeting each month during the calendar year except for the months of July, August, and December. This meeting shall be on the third Monday of each month (unless members are notified of an exception) at an announced time and place. During the summer months (June, July, and August) the Senate membership shall comprise all Senators elected in May of that calendar year, those whose terms continue into the same or subsequent academic years, and those whose terms end on August 31. If necessary, the Executive Committee may ask alternates from the list maintained by the Secretary to fill vacancies in the Summer Senate. These alternates shall be chosen from among those most recently elected. A quorum of the Summer Senate shall be a majority of the number of Senators who serve during the regular academic year.
 - e.** If the Chairperson, the Vice-Chairperson, and the Secretary are all absent from the campus during the summer, the Chairperson shall appoint a chairperson pro tempore

from the Senate's Executive Committee (or from the other members of the Senate if necessary.)

- f. The resolution process is the method most often used by the Senate in carrying out the functions specified in Article 3 of the Senate's Constitution. The Senate's standing committees in formulating resolutions will engage in broad-based discussion, seeking input from Senators, constituents, and other interested parties. No final action on a main motion or resolution introduced at a regular or special meeting may be taken at that same meeting. This rule may be suspended by a two-thirds majority of those voting at any regular or special meeting.

Senate resolutions fall into three categories:

- Resolutions of Position: Such resolutions reflect the Senate's position, or the "Sense of the Senate," regarding a specific issue and do not require the signature of the Provost to be effective. The Provost may sign the resolution as reflection of support for the Senate's position.
- Resolutions of Handbook Policy: Such resolutions result in changes in Handbook provisions and require the signature of the Provost, as the President's designee, to be effective. The Provost shall respond to these resolutions within 60 days of a resolution's passage in one of three ways: by signing the resolution; by stating in writing that the resolution will not be signed and explaining why it will not be signed; or by stating in writing the need for an extension of time to consider the resolution, after which a new date will be mutually agreed to in writing by the Provost and the Senate Chair. Should the Provost fail to respond at all within 60 days of the resolution's passage, the resolution will be considered signed and will go into effect.
- Resolutions of Non-Handbook Policy: Such resolutions result in policies not involving provisions in the Handbook, such as matters covered in the policy and procedure manual, or matters of curriculum or other academic concerns. Such resolutions require signature of the Provost, as the President's designee, to be effective. The Provost shall respond to these resolutions within 60 days of a resolution's passage in one of three ways: by signing the resolution; by stating in writing that the resolution will not be signed and explaining why it will not be signed; or by stating in writing the need for an extension of time to consider the resolution, after which a new date will be mutually agreed to in writing by the Provost and the Senate Chair. Should the Provost fail to respond at all within 60 days of the resolution's passage, the resolution will be considered signed and will go into effect.

5. Standing Committees

The Faculty Senate shall have the following standing committees:

1. Executive,
2. Educational Policy and Student Affairs,

3. Finance and Facilities
4. Professional Relations
5. Promotion and Tenure.

All members of these committees shall also be members of the Faculty Senate, but subcommittees appointed by these standing committees should include members of the faculty who are not members of the Faculty Senate. The Executive Committee shall include among its members the Chairperson of the Faculty Senate, who shall serve as chairperson of the committee, and it shall also include the Vice-Chairperson and Secretary of the Senate, and two other senators appointed by the Chairperson. The Chairperson shall, in consultation with the members of the Executive Committee, appoint members and chairpersons of the other standing committees. The Group II Senators may serve on any standing committee of the Faculty Senate with the exception of the Promotion and Tenure Committee. It is considered desirable that each member of the Faculty Senate serve on one of the standing committees.

6. Faculty Initiation of Proposals

Any ten (10) faculty eligible to vote in Senate elections may present any matter they wish to the Senate at a regular meeting. The matter will be discussed and scheduled for vote at the next regular Senate meeting or, if the Senate wishes, at a Special Meeting called for the purpose of considering the petition or other matters.

Ten percent of the faculty eligible to vote in Senate elections may present any matter to the Senate at a regularly scheduled meeting, and the Senate will debate and vote on the matter at that meeting, if the petitioners wish and if they state their wish in the petition itself. If the Senate acts contrary to the petition or modifies it in some substantial way unacceptable to the petitioners, the petition will be considered to have met the requirements of a petition in the referendum procedure (Section VI.B.6), and a referendum of all faculty members eligible to vote in Senate elections will be instituted in keeping with the requirements of the procedure for a referendum.

7. Faculty Initiated Referendum

A petition signed by ten percent of the faculty calling for a referendum on any matter, submitted to the Chairperson of the Senate, will cause the Chairperson to convene the Elections Committee, to prepare a ballot, and submit it to faculty eligible to vote in Senate elections. This will be done and the Chairperson will announce the results within thirty days of receipt of the petition.

8. Recall of Faculty Senate Members

A Petition to Recall a Member of the Faculty Senate:

The following faculty eligible to vote in Faculty Senate elections in

(THE NAME OF THE COLLEGE OR REGIONAL CAMPUS)

request that the Elections Committee of the Faculty Senate hold a special election to determine whether the seat in the Senate held by

(FULL NAME OF THE SENATOR)

from:

(COLLEGE OR REGIONAL CAMPUS)

shall be vacated and filled by the appropriate alternate from the list maintained by the Secretary of the Senate. We further request that this election be held within thirty days after the Chairperson of the Senate receives this petition.

In order to remove a Senator from office, the requisite number of faculty members from his/her college or regional campus must sign a petition of the form specified above. The requisite number of faculty members signing shall be at least twenty-five (25) percent of those eligible to vote in Senate elections in his/her college or regional campus but no less than twenty (20).

After receiving the petition the Chairperson of the Senate shall convene the Elections Committee, and the Elections Committee will prepare a ballot, which will be distributed to all faculty eligible to vote in Senate elections from the college or regional campus from which the petition comes. The ballot will refer faculty to the appropriate Senate by-laws, a date by which the ballot is to be returned, which will in no case be later than thirty days from the date the petition is presented to the Chairperson of the Senate, and shall be in the following form:

A Ballot to Recall a Member of the Faculty Senate

Shall _____
(Full Name Of Senator)

be retained in the Faculty Senate?
YES () NO ()

A majority of 'YES' votes will retain

(Senator's Name)

in the Senate.

A majority of 'NO' votes will result in

(Senator's Name)

being replaced by

(Name of the Appropriate Alternate)

in the Faculty Senate.

Provided that at least 50 percent of those eligible to vote in the recall election cast ballots, the Elections Committee will count the ballots and, if a simple majority of those voting vote for recall (i.e. vote 'NO'), the Committee will inform the Senator mentioned in the petition that he/she has been recalled, and will inform the alternate that he/she should serve in the Senator's place. If a simple majority of those voting do not support the recall petition (i.e., vote 'YES') or if less than fifty percent of those eligible to vote have cast ballots, the Elections Committee will inform the Senator that he/she has not been recalled and that he/she will continue to serve in the Senate.

9. Removal of Senate Officers or Committee Chairpersons

Any officer, committee chairperson, or other functionary of the Senate may be removed by a petition calling for his/her removal signed by two-thirds of all the members of the Senate. Such a petition shall remove the person named from his/her office immediately (provided it is received by the Chairperson of the Senate at least one week prior to the next meeting of the Senate). If the petition is received less than one week before a meeting, the removal will not occur until the following meeting.

The office vacated will then be filled by usual procedures at the first meeting occurring after the office has been vacated.

10. Parliamentary Authority

The parliamentary authority for conducting Senate meetings will be the Sturgis Standard Code of Parliamentary Procedure. The Chairperson of the Senate will appoint a parliamentarian who will serve for each academic year.

11. Amendments of the Bylaws

The bylaws may be amended by majority vote of the Senate.

C. Ohio University Representatives to the Ohio Faculty Council

The Ohio Faculty Council (OFC) is composed of two faculty representatives from each of the four-year public institutions of higher learning in the State of Ohio. One representative shall be the Chair of the Faculty Senate or comparable elected faculty leader. The other shall be a person whom the Faculty Senate or comparable body elects to be a representative to the OFC. Each representative shall normally serve a two-year term, although terms may be staggered within each institution's two-member delegation in order to maintain continuity.

The Ohio Faculty Council represents faculty members at all four-year public institutions of higher learning in the State of Ohio. It addresses concerns common to faculty members of those institutions and issues that are crucial to the future of higher education in Ohio, and maintains a permanent liaison with the comparable organization representing the two-year public institutions of higher education.

The Ohio Faculty Council presents a faculty perspective on major issues affecting higher education to the Chancellor, the Ohio Board of Regents, officials of the State of Ohio, the administrations of four-year public institutions of higher learning, and the general public. These activities incorporate, but are not limited to, the functions of the former Faculty Advisory Committee to the Chancellor of the Ohio Board of Regents (FACOBOR).

The election of the OFC representative will be held at the regular May meeting of the Senate. Nominations will be made by an ad hoc nominating committee, and from the floor. Election will be by simple majority of those voting. Newly elected members are eligible to vote; members whose terms are expiring are not.

The terms of office will be for two years, starting with the time of election. Either an outgoing Faculty Senate Chair and/or the retiring representative will serve as alternates for one year in order to maintain continuity.

The representative and alternate need not be members of the Faculty Senate.

The duties of the representatives shall be:

- To attend the meetings of the Ohio Faculty Council.
- To report to the Executive Committee of the Faculty Senate after each OFC meeting, and to the full Senate when appropriate.

- To consult with the Senate, with faculty, and with administrators in the formulation of policies to be proposed at meetings of the OFC.

VII. COMMITTEES, UCC, CHAIRS AND DEANS

A. University Committees

Nominations to University Standing Committees are made by the Committee on Committees composed of the Chairperson of the Faculty Senate (who will chair the committee), the Chairperson of the Administrative Senate, the President of the Graduate Student Senate, the Vice-Chairperson of the Student Senate, and a member of the Dean's Council. The President appoints the University Standing Committees.

B. University Curriculum Council

The University Curriculum Council, a statutory body established by the Faculty Senate in order to discharge the Faculty Senate's responsibilities with respect to curricular matters, is the final organization in a system of committees composed of departmental curriculum committees, college curriculum committees, and the University Curriculum Council itself. The function of the University Curriculum Council is to make recommendations in curricular matters that include, but are not necessarily limited to, the following:

1. addition, relocation, and deletion of academic programs and degrees;
2. the schedule of program review and the review process itself;
3. after formal review, the quality and priority of existing academic programs;
4. addition, deletion, and changes in courses;
5. academic program or department name changes and addition, deletion, and changes of master curriculum file prefixes, and major codes;
6. academic requirements; and
7. implementation and maintenance of the General Education program.

The Curriculum Council is the final recommending voice in curricular matters. Its recommendations go through the Provost to the President for final approval.

The University Curriculum Council is organized into three Standing Committees: Program, Review, and Individual Course. The Program Committee is concerned with addition, and first follow-up of new programs, as well as deletion, relocation, and changes in existing academic programs, degrees, master curriculum file prefixes, and major codes. The Review Committee is concerned with cyclic review and evaluation of existing programs. The Individual Course Committee is concerned with coordination at the university level of addition, deletion, and changes in all individual course offerings. If they cannot be assigned to a standing committee, issues concerning educational and program requirements will be reviewed by a special committee appointed by the chairperson. When dealing with graduate programs, the Curriculum Council and its committees work with the Graduate Council.

The University Curriculum Council's membership consists of:

1. 30 faculty members, among whom are all members of the Educational Policy and Student Affairs Committee of the Faculty Senate, the Vice Chairperson of the Faculty Senate, and the Chairperson of the Graduate Council;
2. the Deans of the Colleges of Arts and Sciences, Business, Communication, Education, Engineering and Technology, Fine Arts, Health and Human Services, and Osteopathic Medicine; the Dean of University College; the Dean of the Honors Tutorial College; the Director of the Center for International Studies; and the Associate Provost for Graduate Studies;
3. one regional campus dean, chosen by said deans as their representative;
4. a member of the Alden Library staff;
5. five undergraduate students and two graduate students; and
6. a non-voting representative of the Provost's Office.

The Vice Chairperson of the Faculty Senate serves as the voting Chairperson of the Curriculum Council. The Committee on Committees recommends five undergraduate students and two graduate students as alternates. The alternates have no vote, but are accorded the opportunity to participate in discussions of the full Council as well as to participate in activities of the committees. Members of the Curriculum Council are appointed by the President upon the recommendation of the Committee on Committees.

The structure of the University Curriculum Council is subject to annual review by the Faculty Senate. Matters related to courses, academic programs, academic requirements, and review of programs routinely come before the University Curriculum Council; the Faculty Senate shall determine whether exceptional curricular matters should be handled by the University Curriculum Council or by the Faculty Senate itself.

C. Graduate Council

The Graduate Council reviews, coordinates, and serves as an advocate for graduate education at Ohio University. The Council has both advisory and policy-recommending responsibilities for graduate education. It initiates, reviews, and recommends University-wide policy and new directions for graduate education.

The Graduate Council recommends to the University Curriculum Council the initiation, implementation, and elimination of graduate programs and degrees at Ohio University. (See [Section II.D.4.c](#) for procedures for the elimination of graduate programs.) Other recommendations by the Council go through the Provost to the President for final approval.

Members of the Graduate Council are nominated by the Committee on Committees and appointed by the President. The Graduate Council shall have a voting majority of faculty members.

Its membership shall consist of:

- a. fourteen faculty members (with a minimum of five from doctoral programs and five from master's-degree-only programs);

- b. deans (or their representatives) of the Colleges of Arts and Sciences, Business Administration, Communication, Education, Engineering and Technology, Fine Arts, Health and Human Services, and Osteopathic Medicine; and the Director of the Center for International Studies;
- c. four graduate students, including the President of the Graduate Student Senate (with a minimum of one student from a doctoral program and one from a master's-only program); and
- d. the Associate Provost for Graduate Studies as a nonvoting member.

D. Appointment and Evaluation of Department Chairs and School Directors

1. When a vacancy exists, the college dean will be responsible for initiating action through the department to secure a new chairperson or director. The dean and the faculty shall jointly establish selection criteria and review the qualifications of all candidates. Department chairpersons and directors of schools shall be selected by the dean with the advice and approval of the regular Group I faculty of the department or school, or if the department wishes, an elected committee thereof. Initial appointments of chairpersons and directors require the approval of the Provost.
2. Chairpersons' and directors' appointments will be continued on a year-to-year basis. At the time of initial appointment, it may be agreed by the dean and the department or school faculty that the appointment will not exceed a given number of years. Before reappointment, it is the dean's responsibility to review the effectiveness of a chairperson or director by consultation with the Group I faculty of the department. The appointment may be terminated by the chairperson or director, by the dean after consultation with the faculty, or by written request to the dean of two-thirds of the Group I faculty of the department or school^[1].
3. There will be an annual evaluation of all department chairpersons. For the purposes of this policy, departments, schools, and regional campus divisions are equivalent units, and the roles of department chairperson, school director, and regional campus coordinator are also equivalent. The promotion and tenure committee (excluding the department chairperson) or equivalent departmental committee shall be responsible for carrying out the evaluation. A report of the results of this evaluation shall be furnished to the chairperson and the dean.
4. When it is known that a chairperson or director is to be away from the University for more than a few days or whenever a temporary vacancy exists, arrangements are made by the dean for the appointment of an acting chairperson or director.

E. Appointment and Evaluation of Deans and Executive Officers

All sections of the following Board of Trustees policy that deal with the appointment, evaluation, and reappointment/termination of deans are a matter of *Faculty Handbook* policy.

This policy provides for the appointment and evaluation of the major administrative officers of the University, including the President, Provost, Vice Presidents, Vice Provost for Regional Higher Education, Deans, and the Director of the Center for International Studies. It outlines regularized procedures for the search, appointment, evaluation, reappointment, and termination of these officers.

Search

1. A search committee will be established by the person responsible for making the appointment to assist in the identification, evaluation, and recommendation of highly qualified candidates.
 - a. The committee should be small enough to work effectively but large enough to accomplish its task. (A reasonable range is six to fourteen.)
 - b. In case of an academic appointment, the chairperson of the committee will be a faculty member.
 - c. The committee should include representatives of the major constituencies of the position. The search committee for a dean will include faculty, students, and a dean. Half of the faculty will be elected by the Group I faculty members of the academic unit involved. The Provost will appoint the other half from the faculty of the college or unit after consultation with the department or school chairpersons.
 - d. The search committee for a President is appointed by the Board of Trustees and works under the guidance of the Board. The committee will include representatives from the major constituencies of the University.
2. The charge to the committee and a general description of the position to be filled will be given by the person responsible for making the appointment. In the case of deans and directors, the general description will be developed by the Provost in consultation with the members of the committee.
3. The committee is responsible for ensuring that affirmative action principles are observed. It will meet with the Officer of Institutional Equity early in its deliberations.
4. The deliberations of all search committees and their final report will be in confidence.

Appointment

5. Appointment is on an annual basis with the expectation that it will be continued from year to year with a program of annual evaluation during the continued appointment. A comprehensive evaluation will occur approximately every five (four to six) years. The year of the first comprehensive evaluation will be scheduled by the President or Provost at the time of first appointment. A reappointment decision follows this comprehensive review as provided below.

Annual Evaluation

6. The Board of Trustees is responsible for the annual review of the President.
7. Each administrative officer will be evaluated on an annual basis for the purposes of salary review, identification of areas of administrative improvement, and personal development.
8. The person responsible for making the appointment (President or Provost) is responsible for coordinating the review. The major constituencies of the position will be asked to contribute information for the evaluation.
9. In the case of academic deans ^[2], a committee of faculty, half of whom will be appointed by the faculty senators^[3] from the college or unit, and half of whom will be appointed by the Provost, will conduct the annual review. At least one of the members of the committee appointed by the faculty senators from the college or unit will serve on the evaluation committee for two years. Each evaluation committee shall have access to previous annual and comprehensive evaluations of the dean being evaluated. Group I faculty in each college or area will participate in the evaluation of their dean by means of a questionnaire that contains both standard questions and questions specifically relevant to the academic unit of the dean. This questionnaire must be entirely anonymous, with no demographic data collected and no tracking of individual responses to different questions (such as respondent 12 answered X to question 1 and Y to question 2). The questionnaire may include space for written comments; however, colleges are encouraged to keep the questionnaire concise. After consultation with the Provost, the committee will issue its final report. It shall be the responsibility of the Provost to discuss the results of the committee's evaluation with the dean.
10. Should the committee's report to the Provost identify a particularly serious problem, the Provost shall discuss the issue with the dean and report to the committee on the disposition of the matter. If significant concerns continue to be expressed in subsequent annual reviews and there are no clear indications of improvement in the dean's performance, the President or Provost should give serious consideration to terminating the contract of the dean.
11. All annual faculty evaluation reports of academic deans become a part of their permanent personnel records and shall be on file in the office of the Provost and shall be available by application through the Office of Legal Affairs subject to the same restrictions that apply to faculty files (see Section I.D).

Comprehensive Review

12. There will be a more comprehensive review approximately every fifth year to provide a general appraisal of executive performance and accomplishment. The comprehensive review is more explicitly judgmental in nature than the annual evaluation described above. In the case of academic deans, the comprehensive review as outlined below is to provide a basis for determining if a reappointment should be recommended. The next comprehensive review will occur within five years following reappointment.

13. The Board of Trustees is responsible for the comprehensive review of the President. The Board of Trustees will select a review committee including representatives from the University to assist with the comprehensive review.
14. For executive officers other than the President, the person responsible for making the appointment (President or Provost) is responsible for the comprehensive review. For those executive officers other than academic deans^[2], the review committee will be appointed by the President or Provost who will meet with the committee to discuss the scope, procedures, and goals for carrying out the review. These committees will prepare a report including recommendations that will be considered by the President or Provost prior to any action.
15. In the case of academic deans, the majority of the review committee will consist of faculty from the college or regional campus, with a majority of these faculty members appointed by the faculty senator(s)^[3] from the college or regional campus in consultation with the Chairperson of the Faculty Senate.

The remainder of the faculty and other members will be appointed by the Provost. The faculty members serving on the committee will elect the chairperson from their own number.

- a. The Provost will meet with the committee to discuss the general description of the position, the goals and achievements of the college or regional campus, and the general areas of assessment of the dean and general procedures for carrying out the review. The review is to be an intensive one considering the overall performance and accomplishments of the dean.
- b. The review committee will gather and assess a full range of information including the dean's self-assessment, pertinent reports including the annual evaluation reports and other data, written general assessments by faculty and appropriate administrators and other constituents. In addition, the committee is encouraged to use personal interviews. The faculty of the college or regional campus should be informed of the comprehensive review of their dean. The committee will provide all Group I faculty of the college or regional campus with a dean's evaluation form, which includes an outline of the areas of assessment and the opportunity to provide an anonymous evaluation. After completing the rest of the form, the faculty will be provided the opportunity to add observations and comments including their recommendation on the reappointment of the dean.
- c. The review committee will conclude their analysis by preparation of a report with preliminary recommendations including a recommendation of non-reappointment or reappointment. The dean will be provided an opportunity to comment on the draft report before a final version is submitted to the Provost. The recommendations of the review committee are to represent their assessment of the full range of information obtained. The evaluation from the faculty of the college or regional campus is to be given critical weight in the development of recommendations by the review committee. In the case where a substantial number (approaching an absolute majority)

of the Group I faculty summarize their concerns about the dean's performance by recommending non-appointment, but the committee recommends reappointment, the committee will recommend positive steps to be taken which would lead to the restoration of confidence of the faculty.

- d. The Provost will normally follow the review committee's recommendations, except in extraordinary circumstances and for reasons discussed with the committee with an opportunity for its response prior to final action.
- e. The content of particular interviews, communications addressed to the review committee, and other data gathered or presented to the review committee shall remain in confidence.
- f. Following the comprehensive review, the Provost will distribute a report to the faculty of the college or regional campus. The report will include the Provost's summary of actions taken as a result of the review and the committee's summary of their findings and recommendations.
- g. The questionnaire used in annual evaluations subsequent to the first comprehensive review will provide the opportunity for faculty to request that a comprehensive review be undertaken the next year. An absolute majority of the Group I faculty may thereby call for the Provost to schedule the comprehensive review for the next year.

Termination

16. An appointment may be terminated by the President, the Provost, or the appointee.

F. Appointment of Assistant and Associate Deans

Assistant and associate deans are appointed by their deans in consultation with the faculty. Initial appointments and changes from assistant to associate status require the approval of the Provost. These are annual appointments and will be continued from year to year until terminated. The appointment may be terminated by either the appointee or the dean.

Endnotes

[1] Subject to the limitations in Section II.C.4.i

[2] The regional deans and the Associate Provost for International Programs are included among the academic deans.

[3] For those committees whose representatives are chosen by the faculty senators, the chair of faculty senate will appoint one senator from each college who is responsible for reporting the nominations in writing to the chair of faculty senate. This senator should also contact the nominees to determine their willingness to serve on the committee prior to

submitting the names to the chair of faculty senate. Nominations will be sought at a meeting of the senators from each college immediately after the September senate meeting.

VIII. STUDENT REGULATIONS OF INTEREST TO THE FACULTY

A. Student Records

No educational records will be maintained that are not directly related to the basic purposes of the University. All policies and practices governing the collection, maintenance, review, and release of records will be based upon the principles of confidentiality and the student's right to privacy, consistent with the Family Educational Rights and Privacy Act of 1974. This policy shall govern the collection, maintenance, review, and release of student records on the Athens and regional campuses of Ohio University. The operative rules are contained in the Policy and Procedure Manual, No. 28.005.

B. Instructors' Attendance Reports

Instructors are encouraged to report the names of students who are frequently absent to the Office of the dean of the appropriate college. This enables the staff to investigate such cases and to determine what assistance these students may need in dealing with problems outside the classroom.

C. Notification of Causes of Absence

Students may document reasons for their absences as follows:

1. When a student is to participate in an authorized University activity such as a departmental trip, music or debate activity, ROTC function, or athletic competition, notification should be issued by the sponsoring office.
2. Students absent from class due to hospitalization as inpatients in O'Bleness Memorial Hospital will not be issued a notification of cause of absence. However, students may request that their instructors call the Health Center for verification of their hospitalization on certain days.
3. Students who receive medical or dental care as outpatients at Hudson Health Center will not be issued a notification of cause of absence. However, students may request their instructors to call the Health Center (the attending physician, if possible) for verification that they received outpatient care on a given day. It is assumed students visiting the Health Center as outpatients will do so without missing classes whenever possible.
4. Students who receive medical care from health care personnel or facilities other than the University Medical Services are expected to present the instructors of classes

necessarily missed for this reason verification of the date(s) they received such care from the physician or dentist attending them.

5. Students returning to a class after a legitimate absence, can expect their instructor's assistance within the limits of the instructor's established attendance policy. In cases of legitimate absence-such as illness, death in the immediate family, religious observance, jury duty, involvement in University-sponsored activities-some accommodation (makeup work, excused absences, change of grade computation) will be arranged subject to previously announced limitations. There are occasions where the size or nature of the course makes it necessary to set limits on the number of excused absences or the availability of makeup work, particularly for exams or special events such as field trips or outside speakers. Such limitations will be explained in the instructor's statement of attendance policy at the beginning of each course. Students with scheduled activities must check with the instructor as early as possible to clarify that there will be no conflict with the policy.

D. Student Dress and Appearance Requirements

1. Members of the faculty or University staff shall not require students to adhere to any particular form of dress or appearance as a condition of admission to or membership in any class or University-sponsored activity unless the requirement has academic or other justifiable relevance to the particular course of study or activity, or is made to ensure the student's safety.
2. However, when a faculty or staff member finds it necessary to establish requirements regarding the personal dress and appearance of his/her students, these requirements shall be deemed academically accepted (within the limits of VIII.D.3, 4, and 5 below) lest questions of academic freedom be broached.
3. A faculty or staff member may not set requirements of personal dress and appearance that violate civil law.
4. Within reason, requirements regarding personal dress and appearance in a classroom shall be published in advance of the first meeting of the class or activity but not later than the first meeting. Such requirements, along with attendance policies, should be on file with the department chairperson or director.
5. When requirements of dress or other items of personal appearance are made, they shall be such that they affect the student only during the particular class or activity in question and do not carry over outside class time. Where such requirements are made, time shall be allowed within the period of the class or activity for the student both to dress according to the requirements and later to assume the appearance of his/her choice.

E. Teaching Associate Dress and Appearance Requirements

1. The teaching student shall not be required to adhere to any particular form of dress or appearance as a condition of employment or retention in a teaching or research

- capacity unless it can be demonstrated that the requirement has academic relevance to the particular course being taught, or is made to ensure safety.
2. If requirements of dress or other items of personal appearance are made, they shall be such that they affect the student only during the particular class he/she teaches and do not carry over outside class, office, laboratory, or other official contracted hours.
 3. If it is deemed necessary to establish requirements regarding personal dress and appearance of a student, these shall be communicated in writing to the student at the time of issuance of a contract.
 4. These regulations apply to students in their capacities as teachers and do not replace or alter University codes already adopted concerning student dress and appearance.

F. Academic Dishonesty

The Ohio University Student Code of Conduct prohibits all forms of academic dishonesty. These include cheating; plagiarism; forgery; furnishing false information to the University; and alteration or misuse of University documents, records, or identification. If a student engages in course-related academic dishonesty, his or her grade on the work in question or in the course may be lowered by the instructor. Any student wishing to protest the instructor's action has recourse to the established grievance procedures, starting at the department level. (See the Undergraduate Catalog or Student Handbook or contact University Judiciaries for further information.)

Instructors may also report cases of academic dishonesty to the Director of University Judiciaries for further action; however, by so doing, an instructor does not in any way relinquish the right to assign a grade in a course. The student may appeal the grade through the appeal-of-grade procedure of [Section IV.C.3](#). Any student accused of academic dishonesty by University Judiciaries is entitled to notice of charges being made against him or her and to a full hearing. If suspension or dismissal is recommended, the student is further entitled to appeals procedures and will not be suspended or dismissed from the University while appeals are in process.

IX. APPENDIX A

This appendix consists of informational material of interest to faculty. In general, material in this appendix has not been acted upon by the Faculty Senate and is not part of faculty University contracts.

A. Affirmative Action Policy

It is the policy of this University that, in education and employment opportunities, there shall be no discrimination against any individual because of race, handicap, color, creed, national origin, or sex. Also, there shall be no discrimination because of age except in compliance with age requirements of retirement plans or state and federal laws and guidelines.

Furthermore, the University shall conduct a vigorous affirmative action program in order to promote equal employment opportunities and to ensure nondiscrimination in all educational programs and activities.

It is the purpose of the Affirmative Action Plan to provide a detailed description of Ohio University's program for upholding its affirmative action policy and achieving more balanced representation of women and members of minority groups in all employment categories and areas of activities. The guidelines set forth in the Plan apply to all departments and to every person employed by the University. Affirmative action must be practiced by all individuals throughout the University. Widespread cooperation is necessary if the institution is to fulfill its equal opportunity commitments and to comply with state and federal legal requirements.

B. University Ombudsman

The Ombudsman's duties include the establishing of simple, orderly procedures for receiving requests, complaints, and grievances, both from students and from other members of the University community; working, where a pattern of grievances develops, for a change in regulations, procedures, or personnel to prevent problems; assisting individuals in accomplishing the expeditious settlement of their problems; intervening in the bureaucratic process on behalf of individuals when the process unnecessarily or unfairly impinges upon them; using his/her broad investigatory powers and direct and ready access to all University officials of instruction and administration, and reporting valid complaints directly to the President when no remedy has been found elsewhere in the University. Faculty members may take any grievance to the Ombudsman and/or to the Professional Relations Committee of the Faculty Senate.

C. Archival Policy

The archival policy of Ohio University is established in order to assist administrative officers by relieving their offices of records that do not need to be currently retained, and to provide safe custody, preservation, and reference service for all records of enduring historical or administrative value.

Faculty members whose duties place them in possession of official records, or who are in possession of material of possible historical value, may consult the University Archivist or Director of Libraries, or refer to the Policy and Procedure Manual, No. 01.050, for details.

D. Commitment to Equitable Treatment

Ohio University is committed to equitable treatment of all members of the University community. This commitment is grounded in our dedication to educational justice and the promise of each

individual. Ohio University joins many of its colleague universities in affirming a policy of nondiscrimination in regard to individual sexual orientation.

E. Guideline for Implementation of University Faculty Fellowship Program

As a general guideline, the University annually will award University Faculty Fellowship leaves to between 5% and 6% of the Group I faculty.

F. Recommendations Regarding Departmental Promotion and Tenure Committees at all Campuses of Ohio University

The departmental promotion and tenure guidelines and the procedure for selecting members of departmental promotion and tenure committees vary widely. As long as these procedures have been approved by the department and are consistent with university policies, this is as it should be. However, experience has indicated that some general guidelines regarding membership and procedures of departmental promotion and tenure committees might be useful. The Faculty Senate recommends the following general statements:

Departmental Promotion and Tenure Committees should not be too small. If possible, they should have at least 5 members, with a larger number preferred for larger departments. For small departments, the Promotion and Tenure Committee may be supplemented by faculty from a related discipline.

Only tenured faculty should serve on departmental promotion and tenure committees as voting members, and, in the case of promotion, only faculty with rank equal to or higher than the rank for which a candidate is being considered should vote. Faculty status is required for membership on departmental/school/division promotion and/or tenure committees (Section II.E.2).

Membership on departmental promotion and tenure committees should not change rapidly. At least half of the members should continue from one year to the next.

The departmental criteria for promotion and tenure should be reviewed by the department at least every five years. Changes in the criteria for tenure may be applied to those faculty members who are already in the tenure track only if the individual agrees in writing to be considered under the new criteria. For changes in the criteria for promotion, a grace period of at least three academic years from the start of the academic year in which the changes are implemented should be allowed. During the grace period, faculty members who are already on Group I contract in the department may opt in writing to be considered under the old or new criteria. Newly hired faculty members and those who are promoted during the grace period would immediately come under the new promotion criteria. Procedural changes in departmental tenure and promotion policy may generally be implemented without delay, if so decided by the department. Departments are encouraged to provide mentors for all probationary faculty.

X. APPENDIX B

This appendix contains a summary of critical dates and deadlines from selected sections of the Faculty Handbook. Material is collected here only as a convenience to faculty; the referenced sections, not this appendix, are part of the faculty contract with the University.

A. Notification Deadlines

1. Nonrenewal of Probationary Appointments (Section II.D.3)

March 1	Nonrenewal notification <i>during the first year of service</i> for contracts expiring at the end of the academic year (or no later than 3 months before expiration for other contracts).
December 15	Nonrenewal notification <i>during the second year of service</i> for contracts expiring at the end of the academic year (or no later than 6 months before expiration for other contracts).
June 30	Nonrenewal notification after two or more years of service for contracts expiring at the end of the academic year (or no later than 12 months before expiration for other contracts).

2. Promotion and Tenure (Sections II.D.1, II.E.2, II.E.7, II.E.8, and II.E.10)

October 15	Tenured faculty eligible for promotion request letter of evaluation from chairperson if desired. (Probationary faculty receive evaluation letter annually without requesting one.)
February 1	Chairperson provides probationary faculty with annual letter of evaluation regarding progress toward tenure.
February 15	Chairperson notifies faculty member in writing of departmental recommendation for promotion and/or tenure
April 1	Dean notifies chairperson and candidate in writing of rejection of department recommendation for promotion/tenure
May 1	Provost notifies dean, chairperson, and candidate in writing of rejection of department recommendation for promotion/tenure.

3. Evaluation and Contracts of Continuing Faculty (Sections II.D.1, II.D.2, and II.E)

February 1	Chairperson provides faculty member with written statement of annual departmental evaluation.
March 15	Faculty member receives formal notice of reappointment for next year. Continuing faculty, excluding those undergoing active consideration for promotion/tenure are sent contracts, if feasible.
May 1	Contracts sent to all continuing faculty members unless deadline extended by Faculty Senate. Second-year contract for probationary faculty includes written form verifying tenure dates and deadlines

4. Resignations (Section II.K)

April 15	Faculty member gives notice of resignation in writing to dean (or no later than 30 days after receiving written notification of terms of employment for the following year).
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5. University Faculty Fellowships (Sections V.A.11 and V.A.12)

1st day of Winter qtr.	Written application from faculty member to department chairperson.
March 1	Written notification of President's approval or disapproval to faculty member.

B. Time Limits

1. Appeal of Nonreappointment or Denial of Tenure or Promotion(Section II.F)

45 days	For faculty member's initial appeal (time counted from date of notification of denial, excluding intersessions and summer quarter).
30 days	For appeal by the faculty member to each higher administrative level (time counted from date of last notification of denial, excluding intersessions and summer quarter).
30 days	For each administrative level (department chairperson, dean, and Provost) to

	rule on the grievance.
30 days	For appeal by faculty member to Promotion and Tenure Committee of Faculty Senate (time counted from date of notification of denial by Provost, excluding intersessions and summer quarter).
45 days	For petition to Promotion and Tenure Committee, after it issues its report, to recommend a formal proceeding.

2. Grievances other than Reappointment, Promotion, and Tenure (Section II.G)

30 days	For each administrative level to render a decision in writing (time counted from date of receipt of grievance).
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3. Minimum Period for Retention of Student Records (Section IV.A7)

1 quarter	For retention of all material used to determine a student's grade, unless returned to student or alternate policy provided at beginning of quarter. Spring-Quarter material must be kept on file through Fall.
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XI. APPENDIX C

This appendix contains a resolution, passed by the Faculty Senators and approved by the Provost, concerning healthcare contributions and expenditures.

Healthcare Benefits

Whereas it is recognized that healthcare benefits constitute an important part of faculty compensation and that any decreases or increases in healthcare benefits represent a decrease or increase in compensation;

Whereas the yearly cost of healthcare is unpredictable and difficult to budget, especially because Ohio University is self-insured;

Whereas there have been years in which healthcare costs have exceeded the budgeted amounts and other years in which healthcare costs have been under the budgeted amounts; and

Whereas the current accounting structure does not allow for easy access to annual expenditures on healthcare costs;

Be it resolved that the approach for accounting for healthcare costs be changed and that healthcare costs be accounted for separately, including any amounts under budget being

separately identified, through a set of specific, easily identifiable accounts through which all contributions and expenditures for healthcare will be booked.

Be it further resolved that any healthcare costs budgeted, but not expended in one year be carried forward in the next year, to be used as an offset for future healthcare costs.

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