

# Ohio University

# *Faculty Handbook*

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Revised January 2021

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*.

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Approved as Official University  
Policy By



Dr. M. Duane Nellis, *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 IID2a.

Section IID2a 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<sup>[1]</sup>

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, not to further the interest of either the individual teacher<sup>[2]</sup> 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<sup>[3]</sup>

- 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 that 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 IID2e. 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 they are 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 University Communications and Marketing. 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 they specifically assign this responsibility to a senior officer. On other matters pertaining to a senior officer's administrative area, that senior officer will respond unless they specifically assign this responsibility to a person in their area. These responses may be prepared by University Communications and Marketing, 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 them. University Communications and Marketing should be informed of interviews and given copies of the statements made if University Communications and Marketing 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 Communications and Marketing.
- 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 Communications and Marketing. 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 Communications and Marketing.

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 Executive Vice President and Provost (hereafter Provost), the office of the Executive Dean for Regional Higher Education, offices of the deans of the colleges, offices of the deans of the regional campuses, offices of chairs 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 to be 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 apparently unauthorized use of faculty files, they may appeal to the Professional Relations Committee following the prescribed faculty grievance procedure for matters other than promotion and tenure.

### **Endnotes**

**[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**

- 1** New appointees to the Ohio University faculty will be given a written statement of appointment provided by the dean of the appropriate college, minimally specifying
  - a** FTE, start and end dates of the initial contract and salary arrangements and other compensation agreements (e.g. start-up funds, moving expenses, facilities, teaching releases, etc.) as negotiated.
  - b** The initial Teaching:Research:Service (T:R:S) distributions and expectations of employment, including responsibilities associated with the specified T:R:S

distribution; it should also be noted that T:R:S distributions may change on annual review in accordance with department and college policies.

- c Information about the need to attend both the “New Faculty Orientation” organized by the Provost’s office and “New Employee Orientation” run by Ohio University Human Resources, including date, time and location (if available at time of writing).
  - d A summary of benefits and/or a link to the benefits information contained on the Human Resources website.
  - e For Tenure Track faculty, the latest date for tenure review.
- 2 All faculty should attend their orientation programs. The appointment letter will specify all orientation sessions that faculty members must attend. Dates, times and locations will be provided either in the appointment letter or as soon as possible thereafter.

If a faculty member is unable to attend the orientations, the department chair should provide him/her with contact information for the appropriate person in the Provost’s Office and Human Resources. The new faculty member is responsible for contacting them to make alternative arrangements.

- 3 In addition, Tenure-track, Instructional and Clinical Faculty appointees will be given
- a A written statement of the appropriate tenure and/or promotion policy of the department, school, or division to which the faculty member is appointed that is in effect on the starting date of such appointment and
  - b A written statement of the appropriate tenure and/or promotion policy of the college or campus within which that department, school, or division resides, and that is in effect on the starting date of the appointment.

## **B Special Appointments**

### **1 Professional Courtesy Appointments**

A department at Ohio University may provide an academic home to professional persons through special courtesy appointments such as a Scholar, Research Scientist, Professional or Artist when mutually beneficial to the individual and the department.

Appointments are made by the dean of a college upon recommendation from a department 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. Persons with these appointments receive an annual letter of appointment that describes the nature of their work with an appropriate title.

Such appointees are eligible for computer accounts, faculty ID cards, 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 faculty classification.

## 2 Other Special Appointments

- a. Assistant, Associate and Research Professor as defined by Ohio University Policy #01.015 are solely supported on external funds (grants or contracts). These positions do not hold faculty rank, faculty status nor teaching responsibilities. The research positions/people are not governed nor protected by the Faculty Handbook.

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

- b. 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, Visiting Professor, Assistant Professor of Instruction, Associate Professor of Instruction, Professor of Instruction, Assistant Clinical Professor, Associate Clinical Professor, Clinical Professor, 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<sup>[1]</sup> 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 chair.

### 3 Classification of Faculty

Within a given department each person holding faculty rank shall hold but a single classification (as below).

All persons holding faculty rank whose primary employment is by an educational institution other than Ohio University shall be classified in the non-tenure track.

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

**Outlined here**, details for each classification follow.

- a. [Tenure Track \(full or part-time\)](#)
  - Assistant Professor
  - Associate Professor
  - Professor
- b. [Instructional Faculty \(non-tenure track, full or part-time\)](#)
  - Assistant Professor of Instruction
  - Associate Professor of Instruction
  - Professor of Instruction
- c. [Clinical Faculty \(non-tenure track; full or part-time; HCOM and CHSP only\)](#)
  - Assistant Clinical Professor
  - Associate Clinical Professor
  - Clinical Professor
- d. [Fixed-term Contract Faculty \(non-tenure track, full or part-time, temporary\)](#)
  - i. Visiting Professor (full time, temporary)
  - ii. Instructor (part time, temporary)

**Courtesy titles.** Courtesy titles may be given to faculty, however, titles used in the classification of faculty (II.C.3), in other special appointments (II.C.2) or earned specialty titles such as Distinguished Professor (V. C) and Trustee Professor, and those used for endowed chairs (II.C.1) may not be used as a courtesy title. These classifications have a defined meaning and should be used only in that context. Courtesy titles must be approved by the Associate Provost for Faculty and Academic Planning and the chair of **Professional Relations Committee** of Faculty Senate.

**a. Tenure Track Faculty**

The Tenure Track consists of persons with appropriate credentials, on full-time or part-time appointments, specifically designated as tenure track faculty who, except when on unpaid leave granted at their request, are employed in at least two semesters of a fiscal year and who are so employed from the date of receiving an appointment in the Tenure Track category until that appointment terminates. A person may not change to Instructional or fixed term contract faculty categories once the initial appointment in Tenure Track is made. Faculty shall be classified with respect to the campus where their teaching duties are principally performed.

Tenure Track faculty may be hired on differential workload distributions as appropriate to meet the needs of the department/school, but all should contribute to the teaching, research and service missions of the university. The distribution for a position should be determined by the department or school, as appropriate for the academic unit, and negotiated with the head of the planning unit at the time of position request. When possible and appropriate, the workload for each Tenure Track position shall be clearly indicated at the time of posting.

Faculty members in Tenure Track are expected to perform those faculty activities agreed to at the time of hire and/or reappointment and shall enjoy the following rights and benefits:

- i The letter of appointment will contain the initial workload percentages for teaching, research and service as negotiated for the position (II.A.1.b.) and include the promotion and tenure guidelines as appropriate for the position (II.A.2.c.)
- ii Salaries will be negotiated at the time of hire, taking into account factors such as qualifications, years of experience, rank and salaries of existing Tenure Track faculty with similar workload assignments in the given department or on the given regional campus.
- iii Normally, the contracts for Tenure Track will be a nine month, renewable contract for a term of one-year during the probationary period, with the latest date for tenure review indicated in the letter of appointment (II.A.1).
- iv Tenure Track faculty are categorized into three ranks: Assistant Professor; Associate Professor or Professor. Initial rank will be determined at the time of hire based on qualifications, departmental norms, and other factors as appropriate.
- v Tenure Track (retired) consists of Tenure Track faculty covered under the Early Retirement Policy (see Section III.R). Persons with Tenure Track (retired) classifications have the rights and privileges of persons with Tenure

Track 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.

- vi 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 Tenure Track 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 the Tenure Track will be reviewed according to the usual procedure by the dean and the Provost.
  
- vii All faculty in the Tenure Track shall be employed, in terms of their work assignments, according to the following guidelines:
  - a. Faculty members may be employed on the basis of full-time or part-time appointments.
  - b. Faculty members of a given department may negotiate a shift from a full-time to a part-time appointment, or from part-time to a full-time appointment.
  - c. 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 approval, such an exchange of appointments may be arranged.
  - d. The intention of a faculty member to seek a 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 chair one year in advance.
  - e. No person holding a regular full-time appointment shall be shifted to a part-time appointment without his/her written consent.
  - f. A person who is awarded tenure as a full-time faculty member does not lose tenure by accepting a part-time appointment. They revert to full-time status when the agreed-upon term of part-time service is completed.
  
- viii All faculty in the Tenure Track and holding part-time appointments shall be subject to the following conditions of appointment and to the rights and benefits associated with such appointments:

- a. Salaries shall be negotiated at the departmental 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.
- b. Tenure and promotion are both to be granted according to general University regulations and departmental criteria currently operative as regards persons holding full-time appointment.
- c. Part-time faculty in the Tenure Track shall enjoy all other rights and benefits accorded faculty members holding full-time appointments.

**b. Instructional Faculty**

Instructional Faculty consists of experienced persons holding part-time or full-time appointments who are primarily considered instructional personnel and may also have service responsibilities related to the teaching mission of the department, college, or university but no expectation for research or creative activity (i.e. TRS distributions ranging from 100:0:0 to 80:0:20). They possess qualifications that enable them to teach their assigned classes at a satisfactory level. Faculty members in the Instructional Faculty are expected to perform those faculty activities agreed to in negotiations with their departments or regional campuses at the time of hire and/or reappointment and shall enjoy the following rights and benefits:

- i. The workload (percentage distribution of teaching, between 80-100% and service responsibilities between 0-20%) for each Instructional faculty member is negotiated, as appropriate for the academic unit, with the department chair, dean of the regional campus or planning unit head at the time of hire. The letter of offer will contain the specific workload percentages for teaching and service as negotiated for the individual. Workload percentages may be subsequently renegotiated on an annual basis but all workload percentages must be contained in the faculty member's letter of reappointment.
- ii. Salaries will be negotiated at the time of hire at the departmental or regional campus level, taking into account factors such as qualifications, years of experience, rank and salaries of existing Instructional faculty with similar workload assignments 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 Instructional Faculty shall be negotiated in accordance with University policies and shall take into account rank, performance and length of service.
- iii. Normally, the contracts for Instructional faculty will be a nine month, renewable contract for a term of one-year for the initial five years of service in all instances where a department's or regional campus's experience, or other factors, indicates that a faculty member will be employed for the whole of the ensuing nine-month academic year. Afterward, Instructional faculty should be offered five-year contracts as warranted by the performance of the faculty member, desire of the

faculty member, and continued need of the department or regional campus. However, the length of the initial and subsequent contracts can be negotiated based on qualifications, experience and need of the faculty member and department or regional campus.

- iv. Instructional faculty are categorized into three ranks. The rank of Instructor should be given to all part-time faculty (<0.5 FTE). For Instructional Faculty serving at 0.5 FTE or greater, the initial rank is Assistant Professor of Instruction, the intermediate rank is Associate Professor of Instruction, and the highest rank is Professor of Instruction. Instructional faculty will normally be hired at the rank of Assistant Professor of Instruction depending on qualifications and departmental norms. The rank should be given to those who will teach 0.5 FTE or greater and have the appropriate degree or equivalent professional experience, as evaluated by the academic unit, and demonstrated potential for effective teaching.
- v. Instructional faculty must be evaluated annually by the chair or director according to departmental or regional campus guidelines and in accordance with [Section II.E.1](#) of the Faculty Handbook. A comprehensive review should be performed in the last year of a multi-year contract or upon application for promotion. A written evaluation of the faculty member will be forwarded to him/her by February 15 on an annual basis by his/her director or chair. The director, chair or division coordinator 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.
- vi. Instructional Faculty may be promoted (without tenure). Minimum criteria for consideration for promotion are outlined in [II.C.3.b.vi.a-c](#); these are minimum criteria for consideration for promotion. Departments and schools may establish more stringent criteria for promotion.
  - a. An individual is expected to spend a minimum of five years in the rank of Assistant Professor of Instruction before being considered for promotion to Associate Professor of Instruction and have qualifications of the previous title, as appropriate for their teaching/service distribution.
  - b. An individual is expected to spend a minimum of five years in the rank of Associate Professor of Instruction before being considered for promotion to Professor of Instruction and have qualifications of the previous title, as appropriate to their teaching/service distribution.
  - c. If departments, schools, and colleges adopt more stringent criteria for promotion than those outlined above (a-c), such criteria should emerge from a faculty committee. That committee should have Tenure track and Instructional faculty with all campuses within the department represented and should be in consultation with a chair or dean. Any revised or new criteria that are proposed from that committee must be approved by a majority of Tenure track and a majority of Instructional

faculty voting separately who shall vote up or down. (Criteria approved and announced prior to July 2015 shall not be subject to a new vote.) In the event of an impasse between the department, school, or the college faculty and the dean regarding promotion criteria changes, the standing Committee on Promotion and Tenure of the Faculty Senate shall act as arbiter. Following promotion criteria revision, units are encouraged to provide a grace period in which faculty already employed at Ohio University may elect to be considered under the earlier criteria as outlined in [Appendix IX.F](#).

- d. The criteria used to make decisions on promotion and tenure must originate in the department or school in consultation with the dean. Faculty should revise these criteria periodically (at least every five years) in consultation with the dean of the college. These criteria and any changes made to them must be approved by a majority Tenure-track faculty of the department or school. In the event of an impasse between the department or school and the dean, the standing committee on Promotion and Tenure of the Faculty Senate shall act as an arbiter.

If a college 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 Tenure-track faculty in the college. 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 an arbiter.

- i.* In the event that promotion is denied, a faculty member has a right to appeal. The appeal process is outlined in [Section II.F](#) of the *Faculty Handbook*.
- ii.* Instructional Faculty may negotiate a shift from a full-time to a part-time appointment, or from a part-time to a full-time appointment without loss of rank.
- iii.* Part-time Instructional faculty 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. Instructional Faculty who have an 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.
- iv.* Instructional faculty (with an FTE of 0.80 or above) have the right to stand for election and to vote to elect up to nine senators from Instructional faculty to serve on Faculty Senate.

- v. Instructional faculty are encouraged to participate in activities to promote professional development directly related to their responsibilities. Departments should support professional development activities directly related to a faculty member's responsibilities. Instructional faculty are eligible for the *Provost's Award for Excellence in Teaching* and 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. Clinical Faculty**
- The Clinical Faculty Track consists of faculty in the Heritage College of Osteopathic Medicine (HCOM) or the College of Health Sciences and Professions (CHSP) whose work is primarily teaching in a clinical setting and is appropriate to their individual disciplines.
- i. In HCOM, the Clinical Medicine Track Medical Faculty consists of physician faculty members who hold Medical faculty teaching contracts with the Heritage College of Osteopathic Medicine and who practice medicine in University Medical Associates, or another practice formally affiliated with the College. They are primarily hired to mentor/teach student physicians/Physician Residents and provide medical services at HCOM and/or HCOM-affiliated healthcare facilities.
  - ii. In CHSP, the Clinical Faculty track consists of faculty members who hold clinical licenses/credentials and who may practice as clinicians in their disciplines. They are primarily hired to mentor/teach students in clinical disciplines and/or in clinical settings.
    - a. Clinical faculty may hold the rank of Assistant Clinical Professor, Associate Clinical Professor, or Clinical Professor Faculty in the clinical faculty track will normally be hired at a rank of Assistant Clinical Professor, but rank may be negotiated at the time of hire depending on qualifications and experience.
    - b. Normally, the initial contract for Clinical Faculty will be a 12-month, renewable contract for a term of one year. After an initial three years of satisfactory service, they will receive a contract for a term of three years, with subsequent contracts to be renewable for 5-year terms based on successful evaluations and the continued need of the department or college. However, the length of the initial and subsequent contracts can be negotiated based on qualifications, experience and need of the faculty member and the department or college.
    - c. Clinical Faculty must be evaluated annually by the department chair based on department guidelines, with

more extensive reviews performed in the last year of multi-year contracts. Extensive reviews will be completed by a departmental committee with input from chairs, and then sent on to the dean for action of renewal or non-renewal.

- d. Clinical Faculty may be promoted (without tenure) to Associate Clinical Professor, and Clinical Professor as appropriate.
  - 1. An individual is usually expected to spend a minimum of six years in the rank of Assistant Clinical Professor before being considered for promotion to Associate Clinical Professor.
  - 2. An individual is usually expected to spend a minimum of five years in the rank of Associate Clinical Professor before being considered for promotion to Clinical Professor.
- e. Clinical Faculty members may be employed on the basis of full-time or part-time appointments.
- f. Clinical Faculty members may negotiate a shift from a full-time to a part-time appointment, or from a part-time to a full-time appointment without loss of rank.
- g. Percentage distribution of scholarship, teaching, and service responsibilities are negotiated with the department chair at the time of hire in the letter of offer and annually as appropriate to meet the needs of department or college.
- h. Faculty holding a Clinical Track position are eligible to apply for tenure-track positions when they become available. The criteria for rank determination in the Clinical Track and the Tenure Track differ. Hence, a faculty member's rank in the Clinical Track is not necessarily transferable to the Tenure Track.
- i. Tenure Track faculty are permitted to petition for a one-time transfer to a Clinical Track position no later than the end of their third year. In order to make a transfer, interested faculty need to demonstrate that they are good candidates for a Clinical Faculty position. A petition to transfer must originate with the faculty member and be approved by the Department chair, the Dean, the Provost, and the

Department's Promotion and Tenure Committee. In the event of a non-approval, a faculty member has a right to appeal. The appeal process parallels the process for grievance appeal as outlined in [II.G](#) of the *Faculty Handbook*. Once a transfer is completed, the faculty member is not eligible to transfer back to a Tenure Track position.

- j. Clinical faculty (with a FTE of 0.80 or above) have the right to stand for election and to vote to elect at least one at-large senator to Faculty Senate to represent the Clinical faculty in HCOM and CHSP.

**d. Fixed-term Contract Faculty**

Fixed-term contract faculty consists of persons holding full or part-time, fixed-term appointments (see [Section II.D.1.e](#)), special appointments (see [Section II.B](#)), or any other appointments not assigned to Tenure Track, Instructional or Clinical Faculty. Appointees to such positions shall hold faculty rank but not faculty status.

- i. Visiting professors consists of persons holding full-time, fixed-term appointments and are limited to a total of three years, consecutive or otherwise, except for term appointments in ROTC, and for positions wholly funded by grants and contracts (excluding overhead return funds), which are limited to the period of external financial support.

Salaries are to be negotiated at the departmental level, with salary increments to be granted in accordance with University policies.

Accordingly, those accepting fixed-term contract 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 Instructional and Clinical faculty, with the exceptions of standing for and voting in Faculty Senate elections.

- ii. Instructors consists of persons holding part-time (semester by semester) appointments who are primarily considered instructional personnel, and who have such qualifications as enable them to teach satisfactorily the courses assigned them. Instructor positions should be 1) temporary, part-time positions to fill an unanticipated need, 2) part-time positions to fill a gap in teaching capacity, or 3) a longer term, part-time position to provide an expertise otherwise not available to a department or regional campus. Instructors 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.

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.)

Semester 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.

All contracts issued to instructors 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.

NOTE: If the teaching load fulfilled by one or more instructors in a department becomes more long term (more than 4 consecutive semesters, excluding summers), consistently rises above 0.5 FTE, and could be filled by a full-time or nearly full-time (0.75 FTE or above) position, a department should request a Tenure track (II.C.3.a) or Instructional Faculty (II.C.3.b) position and fill it according to the hiring policy of the department and university standards for hiring full time employees. FTE is calculated using the workload policy of the individual department in question.

#### **4 Graduate Faculty Rank**

**a** Graduate Faculty Rank is a role that a faculty member may hold in graduate education. It is a designation separate from faculty status as defined in the Faculty Handbook.

**b** Colleges, departments, schools, or programs determine appropriate criteria necessary to classify individuals who have faculty rank at Ohio University as having Graduate Faculty Rank at each of the following levels:

i. Masters Graduate Faculty: Persons designated as Masters Graduate Faculty have faculty rank at Ohio University and are granted this classification based on college, department, school, or program criteria consistent with academic unit guidelines. Masters Graduate Faculty may serve faculty roles in master-level programs according to program specifications.

ii. Doctorate Graduate Faculty: Persons designated as Doctorate Graduate Faculty have faculty rank at Ohio University and are granted this classification based on college, department, school, or program criteria consistent with academic unit guidelines. Doctorate Graduate Faculty may serve faculty roles in both masters-level and doctoral-level programs according to program specifications.

c Criteria for the determination of graduate faculty designations will be reviewed at a stated period by colleges, departments, schools, or programs. Persons designated as having Masters or Doctorate Graduate Faculty Rank will be reviewed according to classification guidelines established by colleges, departments, schools, or programs.

d Colleges, departments, schools, or programs may also appoint persons to serve as Affiliate Graduate Faculty. Affiliate Graduate faculty are persons without faculty rank at Ohio University or Ohio University faculty without a graduate faculty designation. As examples, a college, department, school, or program may designate Affiliate Graduate Faculty rank to (a) faculty who hold faculty rank or status at another University or (b) subject matter experts with appropriate qualifications who are outside the program. Colleges, departments, schools, or program should determine appropriate criteria necessary to appoint persons as Affiliate Graduate faculty. Colleges, departments, schools, or program should determine the roles and responsibilities appropriate for Affiliate Graduate faculty in their graduate programs.

e. Any person holding Graduate Faculty Rank who wishes to appeal her/his rank, or any perceived adverse decision regarding it, will follow the grievance procedure processes in the Faculty Handbook Section.

## 5 Faculty Status

- a All persons holding faculty appointments, both full-time and part-time, in the Tenure Track shall enjoy faculty rank and status.<sup>[2]</sup>
- b A person who has faculty status is recognized as being primarily an officer of instruction rather than an officer of administration.
- c Whereas faculty classified as Tenure Track, Instructional or Clinical Faculty are eligible for promotion, only a person who is classified in the Tenure-track is eligible for tenure and University Faculty Fellowship leave. 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 they are appointed.
- e A coordinator of an interdisciplinary academic program who functions at the administrative level of a department chair, and who is considered by the department in which they 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 they hold a position that is primarily administrative in nature.
- g** An Ohio University faculty member who accepts an administrative position at Ohio University will keep their rank, and if they have tenure they will keep their tenure. Persons whose responsibilities are defined as more than fifty percent administrative within the University and who teach part time may be classified as Instructional Faculty, Instructors or Clinical Faculty unless they have attained Tenure-track status through faculty service prior to their assumptions of administrative duties. An administrative officer of the University who is thus in the tenure track 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.

## **6 Promotion**

All advancement in academic rank shall be granted 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.

## **7 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 research, and/or scholarly activity, and/or creative activity (of which any may include activities leading to commercialization), teaching, and service.
- 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 and 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 or school in consultation with the dean. Faculty should review these criteria periodically (at least every five years) 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 Tenure-track faculty of the department/school. In the event of an impasse between the department/school and the dean, the standing Committee on Promotion and Tenure of the Faculty Senate shall act as arbiter.

If a college 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 Tenure-track faculty in the college. 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.

## **8 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 their family as defined above, a faculty member with whom they have a consensual sexual relationship, or a faculty member with whom they have 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 exceeds 10%.

Faculty who are not disqualified from participating in these decisions by these criteria but who have relationships which significantly affect their judgment on these

matters are encouraged to discuss the issue with departmental or college 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 their family. Thus, for example, they should not schedule classes or other work assignments, nor participate in decisions regarding leave of absence for the other person. Further they should not be involved in grievance or hearing procedures at any level regarding the other family member.

## **9 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 (FTE, T:R:S distribution, and salary) 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. These letters should specify that the Faculty Handbook governs the general conditions of employment.
- 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, and (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.3](#)). This evaluation normally will be provided to the faculty member by February 1.
- d** A person may be employed by Ohio University under a fixed-term contract as either a Visiting Professor, full time, temporary, or as an Instructor, part-time, on a semester by semester basis. The term contract is a faculty appointment for a specified period, which explicitly excludes eligibility for tenure. Such Visiting Professor 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), 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 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.

- e An "adjunct" title can be used for persons employed from outside the university. An adjunct appointment is normally uncompensated but may have compensation for specific 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 Spring semester of an academic year will have the length of their probationary period determined as if they had commenced service in the ensuing Fall semester. 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, and Assistant Professor, classified in the Tenure track, whether full or part-time.
- c The probationary period for persons eligible for tenure in part-time positions shall begin with the semester in which they are first employed on the basis of a contract explicitly designating them as faculty members in the Tenure Track category.

Tenure track 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 workload

within the department will be set as the minimum employment that the specific part-time faculty member may expect. If a part-time faculty member in the Tenure Track is denied tenure, they may not continue to be employed as a faculty member in any classification: Instructional faculty, Clinical Faculty or Instructor.

When a tenured part-time faculty member shifts to a temporary full-time appointment, their 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, they automatically become 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 because 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 their 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 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 their appointment, as follows:

For probationary Tenure Track faculty

- a not later than February 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 November 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 non-reappointment will be accompanied by an oral and, if the faculty member so requests, a written explanation of the basis for non-reappointment. The basis for non-reappointment must not violate the faculty member's academic freedom.

For Instructional faculty

- a** Not later than April 15 in the first 3 years of service, if the appointment expires at the end of that academic year; or, if a one-year appointment terminates during an academic year, at least 60 days in advance of its termination;
- b** At least twelve months before the expiration of an appointment after three or more years of service at Ohio University. The notice of non-reappointment will be accompanied by an oral and, if the faculty member so requests, a written explanation of the basis for non-reappointment. The basis for non-reappointment 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 affected 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 are equivalent to departments for purposes of this policy.

A program is defined as a course of studies leading to a degree (including an 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 their 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 of UCC 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, they 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 or members have 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 the effort is 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 or her 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 members 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 affect 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 their 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 and schools 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 classification 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 their usual responsibilities should be seriously questioned, their department chair will discuss the matter with them 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 chair will consult with the members of their department and prepare, with the advice of the departmental promotion and tenure committee, a recommendation to be forwarded in writing to the dean of their college. The dean normally will then consult jointly with the faculty member and chair: if the dean decides to recommend suspension from duty or dismissal, they will submit their 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 their discretion, initiate dismissal proceedings. If the faculty member in question should be the chair of their department, discussion of the type described above shall be initiated by the dean of their 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 they so request, a hearing to determine whether they should be removed from their 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 they want 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 their defense. The chair of the faculty committee, who is usually the chair of the Faculty Senate, will inform the faculty member of the procedural rights accorded them. The faculty member shall state in reply whether they wish 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 their testimony.

- c The formal hearing committee shall consist of all tenured members of the Faculty Senate in the third year of their current Faculty Senate term, presided over by the chair 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 their 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 their 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 their representative, and the President, or their 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 them is justified only if immediate harm to themselves or others is threatened by their 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 their 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 chairs shall evaluate all members of their faculty with regard to salary. Each chair shall employ a departmental committee or committees in the evaluation process, which shall conform to the department's established written procedures. Any changes to the department's established written procedures, evaluation process, or criteria will take effect at the beginning of the next evaluation period. This evaluation process must result in recommendations with respect to salary increases for all faculty.
- 2 To ensure proper recognition of faculty with a single home Department/School who engage in interdisciplinary activities, the home Department/School P & T Committee should ensure that the Department/School P & T guidelines and peer evaluation policies explicitly clarify how interdisciplinary activities (teaching, research/creative activities, and/or service) will be evaluated and to what extent such activities will be included in all annual evaluations and promotion and tenure decisions.
- 3 Annually, the department chair 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 chair 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 September 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.

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

- 4 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 chair of the appropriate departmental committee. The faculty member, thereupon, shall have the opportunity to submit materials in writing that they believe 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 their 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.

- 5 All awards of tenure and all promotions in rank must originate in a positive recommendation by the appropriate departmental committee or after a formal hearing and presidential review in cases that have gone through the grievance procedure as in [Section II.F.](#)

Promotion and tenure committees customarily cast a single combined vote on both tenure and promotion for probationary faculty, on the grounds that promotion signals the reasons for the institution's investment in a candidate. It is unlikely that tenure will be awarded to a candidate who has not also been recommended for promotion. This does not apply to candidates who are already Associate or Full Professors.

- a The departmental promotion and tenure committee, through its chair, 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 chair 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 the last day of fall semester exams, 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 shall 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.

- 6 If the dean accepts a positive recommendation for promotion and/or tenure from a department, they shall submit a written recommendation to the Provost, accompanied by statements and documentation provided by the departmental chair.

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 chair in writing (with copies to all the parties involved, including the candidate) within 45 days, i.e., typically no later than March 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 chair.

- 7 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 chair in writing (with copies to all the parties involved, including the candidate) within 30 days, i.e., typically no later than April 1, and shall explain why the recommendation has not been accepted. Such an explanation will include copies of the full written recommendations of the chair and the dean.

- 8 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 chairs 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.

- 9 For grievance procedures relating to matters of promotion and tenure, see [Section II.F.](#)

- 10 Transparency, clarity, consistency, timeliness, and fairness should be overriding goals for all colleges, schools, and departments as they establish guidelines and procedures governing tenure and promotion. The following broad guidelines are offered to aid in achieving these goals.

- a Faculty should know in advance, ideally at the time of hire, the criteria that will be used to arrive at a tenure decision as well as workload and balance between expectations for teaching, service, and professional activities. Significant changes to these workload/balance expectations should be a matter for discussion and negotiation with the faculty member.

- b The annual “performance and progress toward tenure letter” that probationary faculty receive (see [Section II.D.1.c](#)) should include clear, transparent, and formative information on progress towards tenure. Departments/schools may choose to do a mid-way formal evaluation and/or annual cumulative evaluations that afford the candidate feedback in terms of teaching, service and professional activities. Those who provide this feedback should be representative of all faculty who will eventually decide promotion and/or tenure.
- c The departmental/school criteria for promotion and tenure should be reviewed periodically (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 those individuals agree in writing to be considered under the new criteria.

For changes in the criteria for promotion of a faculty member with tenure, 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 a Tenure Track contract in the department may opt in writing to be considered under either the old or the new criteria.

Newly hired faculty members and those who are promoted during the grace period would immediately come under the new promotion and tenure criteria. Procedural changes in departmental tenure and promotion policy may generally be implemented without delay, if so decided by the department faculty. Departments are encouraged to provide faculty mentors for all probationary faculty (see [Section II.C.6.d](#)).

- d Faculty who are hired with years of credit towards tenure should also be credited for professional accomplishments prior to their hiring.

## **F Grievance Procedures for Non-reappointment and for Denial of Promotion and/or Tenure**

- 1 If a faculty member believes there is cause for grievance relative to non-reappointment 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 (including failure to follow designated procedures), or denial of academic freedom.

### **2 a. Denial at the Department/School level**

If the denial occurs at the department/school level, the faculty member must direct his/her appeal to the appropriate departmental/school committee through the department chair/school director. If the appeal is denied, the faculty member may then appeal to the dean. If the dean supports the appeal, the case will be returned to the department/school for reconsideration. If the department/school again denies the appeal, the faculty member may continue the grievance process by appealing the case to

the Provost. If the Provost supports the appeal, the case will be forwarded to the Standing Committee on Promotion and Tenure of the Faculty Senate. If the Standing Committee on Promotion and Tenure of the Faculty Senate supports the appeal, the case may proceed to the formal hearing unless the faculty member withdraws the appeal (see [Section II.F.7](#)).

If the dean denies the appeal the faculty member may continue the grievance process by appealing the case to the Provost. If the Provost supports the appeal, the case will be returned to the department/school for reconsideration. If the department/school again denies the appeal, the faculty member may appeal to the Standing Committee on Promotion and Tenure of the Faculty Senate. If the Provost denies the appeal, the faculty member may appeal to the Standing Committee on Promotion and Tenure of the Faculty Senate. If the Standing Committee on Promotion and Tenure of the Faculty Senate supports the appeal, the case may proceed to the formal hearing unless the faculty member withdraws the appeal (see [Section II.F.7](#))

If the dean and the Provost deny the appeal, the faculty member may appeal to the Standing Committee on Promotion and Tenure of the Faculty Senate. If the Standing Committee on Promotion and Tenure of the Faculty Senate supports the appeal, the case will be returned to the department/school for reconsideration. If the department/school again denies the appeal, the case may proceed to the formal hearing at the request of the faculty member (see [Section II.F.7](#)).

**b. Denial at the Dean Level**

If the department/school voted in favor of granting promotion and/or tenure but the dean denies the case, then the faculty member must direct the appeal to the dean. If the dean denies the appeal, the faculty member may appeal to the Provost. If the Provost supports the appeal, the case will be forwarded to the President for consideration. If the Provost denies the appeal, the faculty member may appeal to the Standing Committee on Promotion and Tenure of the Faculty Senate. If the Standing Committee on Promotion and Tenure of the Faculty Senate supports the appeal, the case will be returned to the dean for reconsideration. If the dean again denies the appeal the case may proceed to the formal hearing at the request of the faculty member (see [Section II.F.7](#)).

**c. Denial at the Provost level**

If the department/school and dean were in favor of granting promotion and/or tenure but the Provost denies the case, then the faculty member must direct the appeal to the Provost. If the Provost denies the appeal, the faculty member may appeal to the Standing Committee on Promotion and Tenure of the Faculty Senate. If the Standing Committee on Promotion and Tenure of the Faculty Senate supports the appeal, the case will be returned to the Provost for reconsideration. If the Provost again denies the appeal the case may proceed to the formal hearing at the request of the faculty member (see [Section II.F.7](#)).

#### d. Deadlines

The initial appeal by the faculty member must be made within 45 calendar days from the date of notification of non-reappointment or denial of promotion and/or tenure; subsequent appeals to higher administrative levels including to the Standing Committee on Promotion and Tenure of the Faculty Senate must be made within 30 calendar days of the receipt of the response at the previous level. These deadlines are to be interpreted as excluding winter intersession, the summer term, and breaks between terms. Additionally, if the deadline falls on a weekend or holiday the next workday shall be considered the deadline.

Responses to appeals on the part of the dean or Provost are to be made within 30 calendar days of receipt of the appeal. If the deadline falls on a weekend or holiday the next workday shall be considered the deadline. Responses to appeals on the part of the department/school or Standing Committee on Promotion and Tenure of the Faculty Senate are to be made within 30 calendar days of receipt of the appeal excluding winter intersession, the summer term, and breaks between terms. If the deadline falls on a weekend or holiday the next workday shall be considered the deadline. 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 non-reappointment recommendations. The departmental chair is responsible for conveying the decision of the committee to the person making the appeal. In cases in which positive 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 right to support faculty appeals including providing supporting documentation.

A faculty member who remains dissatisfied with the status of the grievance following the issuance of the report of the Standing Committee on Promotion and Tenure of the Faculty Senate, may, within 45 calendar days, petition the Standing Committee on Promotion and Tenure of the Faculty Senate to recommend that a formal proceeding be conducted, in accordance with [Section II.F.7](#) below, with the burden of proof resting on the grievant. If this deadline falls on a weekend or holiday the next workday shall be considered the deadline. The appeals process may continue even if the proceedings extend beyond the termination date of the individual's contract.

- 3 All appeals adjudicated by the Faculty Senate Promotion and Tenure committee will be heard by faculty with rank equal or higher than the rank which a candidate is being considered. In the event of an Instructional or Clinical Faculty appeal, two Instructional members of the Faculty Senate will act as advisors to the Promotion and Tenure Committee with full voting rights on Instructional or Clinical Faculty appeals. If in any given year there are no Instructional Faculty assigned to the committee, the Senate Chair will request two Instructional Faculty serving the Senate in other capacities join the Senate Promotion and Tenure Committee for the duration of the committee's work on the Instructional or Clinical Faculty's appeal. 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 chair of the Faculty Senate, the faculty member, the department concerned, the academic dean, and the Provost.
  - d** If necessary, to decide whether the evidence warrants a recommendation that a formal proceeding be conducted (see [Section II.F.7](#)).
- 4** 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. (In such instances, the committee should indicate the respects in which it believes the consideration may have been inadequate.)
  - c** To provide copies of its findings and recommendations to the chair of the Faculty Senate, the faculty member, the department involved, the academic dean, and the Provost.
  - d** If necessary, to decide whether the evidence warrants a recommendation that a formal proceeding be conducted (see [Section II.F.7](#)).
- 5** Insofar as the petition for review alleges denial of academic freedom, the functions of the committee shall be the following:
  - a** To determine whether the notice of non-reappointment constitutes on its face a violation of academic freedom.
  - b** To seek to settle the matter by informal methods.
  - c** To provide copies of its findings and recommendations to the chair of the Faculty Senate, the faculty member, the department involved, the academic dean, and the Provost.



- f 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.
- g The grievant and/or their advisor and the University representative and/or their advisor shall have the right to confront and question all persons who make statements before the committee.
- h The full proceedings shall be recorded by the University, which, upon request, shall make a copy or written transcript available to the grievant, the committee, or the President. Upon completion of the hearing, the committee shall, within 15 calendar days, submit a written report of its findings and recommendations to the President, with copies to the grievant and the University representative. Within 30 calendar days of receiving the report, 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**

- 1 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 or she is entitled to file a grievance.
- 2 The grievance should be submitted in writing first to the Department Chair; if there is no resolution it moves next to the dean of the College, and finally to the Provost as outlined below. In the case of the regional campuses, the grievance should be submitted in writing to the dean of the campus, and finally to the Provost.
  - a If the chair, Dean, or Provost are identified in the grievance or have a conflict of interest, then the grievance must be submitted in writing to the next administrative officer in the hierarchy.
  - b In the rare instance that the chair, Dean, and Provost are all identified in the grievance or have a conflict of interest, the grievance should be sent to the President who will forward it to the Professional Relations Committee of the Faculty Senate for review.
  - c Each administrative level shall render a finding within 30 days. If no decision is received within 30 days, the faculty member may refer the grievance to the next level.
  - d Failing resolution of the grievance by the Provost, the faculty member may submit the grievance to the Professional Relations Committee of the Faculty Senate for review of the case; the Committee shall rule on the case within 90 days during the active school year and submit its recommendations to the President. The

recommendations of the Committee should be either sustained by the President or returned to the Committee with the objections specified.

- e In the event that the President returns the recommendations with objections, the Committee should reconsider, taking account of the stated objections and receiving further information if necessary. The Committee should frame its revised recommendations and communicate them in the same manner as before. Only after study of the Committee's reconsideration should the President make a final decision overruling the Committee's recommendation.
- 3** Format of the Grievance: The written grievance shall be no more than five pages (with 12 point font and one-inch margins) and consist of the following. Appendices may be used for supportive materials.
- a Name, department, college and contact information of the individual submitting the grievance.
  - b Specific identification of the individuals and their titles precipitating the grievance.
  - c Justification of the grievance with explicit reference to that section of the Ohio University Faculty Handbook or Policy and Procedures Manual that has been violated.
  - d Description of the series of events that resulted in the violation with a timeline that includes all of the important events that precipitated the grievance. Supporting material (letter, emails, etc.) should be explicitly referenced in the timeline and provided in the Appendix.
  - e A statement by the faculty member concerning how he/she thinks the grievance should be resolved in a fair and equitable manner.
  - f The grievance may include a one-page cover letter that introduces the grievance and its potential merits. All material should be in 12-point font.

## **H Sick Leave Policy**

- I 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.



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 August 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.

- a The faculty member may appeal a 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 semesters for:

- a The direct usefulness to the individual and to the University of the work expected to be done while on leave.
- b The professional development of the faculty member and, thereby, the increased effectiveness of higher education.
- c Military service and short periods of field training.
- d 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 chair, the academic dean, and the Provost. The faculty member may appeal denials through regular grievance channels. ***Leave requests, with reasons, should be submitted in writing and should be granted (or denied) in writing.***
- c ***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 chair, the academic dean, and the Provost. Provisions in the agreement should include the following:
  - a. Length of leave

- b. Reasons
- c. Whether the time will accrue for purposes of tenure and promotion.
- d. What effect, if any, the leave will have on salary.
- e. Provisions for group insurance arrangements (requirement for self-payment of premiums, etc.)
- f. Retirement system arrangements.

**d *Relation of leave to salary increases, promotion, and tenure.***

- a. Time spent on approved leave for as long as one academic year should not negatively affect salary considerations.
- b. Time on leave may or may not count as time accrued toward promotion, depending on departmental criteria or special arrangement.
- c. 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 chair, the academic dean, and the Provost.

**e *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.

**f *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:

- a. The leave is consistent with the State Teachers Retirement System and Public Employees Retirement System membership requirements.
- b. The individual is willing and able to contribute his/her normal retirement contribution for the period of leave.
- c. All other avenues of funding the University retirement payments through grants or contracts to the University have been exhausted.

- d. 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.
- g **Continuation of other benefits.** The individual must assume responsibility for the payroll deductions for any other benefits such as the credit union and annuities.
- h **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 or separation from extended active duty, the individual shall be reinstated to their former position or a similar position. A person on military leave forfeits their reinstatement rights if they re-enlist or voluntarily extends their 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.

### 3 Family Medical Leave Act

Ohio University faculty who have worked a full academic year (customarily two sequential semesters excluding summers) are eligible for FMLA as articulated in the Policy and Procedures Manual, [No. 40.054](#). FMLA leave time is not accrued during sick leave, holiday, or vacation time but is accrued during faculty fellowship leaves (see Section V.A. University Faculty Fellowship). In other contractual arrangements involving leave, FMLA will be negotiated.

Domestic partners shall be included in the list of family members for every qualifying event including serious health conditions, a new child, or a newborn child.

### 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 the birth or adoption, not including leaves of absence under the Family Medical Leave Act.
- 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 Resignation**

A faculty member who resigns to accept other employment at the end of the academic year shall give notice in writing to their academic dean no later than April 15 or thirty days after receiving written notification of the terms of their 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 workloads 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 Instructional faculty must, for legitimate reasons, temporarily reduce their course loads, their returning salaries shall be determined by the rate of pay before the reduction.

#### **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 semester 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 workload (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 and on-line 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. 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 chair), 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 chair 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, and 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 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 chair, 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. Semester overload contracts will be paid on the closest bi-weekly pay date prior to the close of each academic semester. 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 Each appointment to a faculty position shall be designated to a home department.
- 3 Part and full-time regional campus faculty members conduct instruction in courses that are the responsibility of Athens campus academic departments. The following will apply:
  - a The initial appointment requires the approval of the Athens campus department,
  - b The faculty member may teach only those courses for which they are approved by the department, and
  - c Advancement in rank or award of tenure is the responsibility of the Athens home department and follow criteria presented at the time of hire.

**P Policy on Sexual Misconduct, Relationship Violence and Stalking**

- 1 Sexual misconduct, relationship violence and stalking [sexual misconduct] of students, faculty, or staff is prohibited at Ohio University as defined in the Policy and Procedures Manual [No. 03.004](#).
- 2 The administration and faculty of Ohio University recognize that sexually explicit material may be part of the instructional material used in the classroom. Therefore any investigation will consider the legitimate pedagogical context, and will take into account discipline-specific guidelines for professional practice [Policy and Procedures [03.004](#) VII.O].

In settings where a sexual misconduct charge may be directly related to the content or instructional mission of the instructional environment, the investigating body will take special consideration of such a context and the outcome of these goals. Weighing inappropriate behavior against the context of legitimate physical contact (for example, in dance or medical instruction); or verbal or visual communication (such as creative writing, art, or biology) should be conducted with cognition of the necessary pedagogy involved in such cases and take into account guidelines within each discipline for recognized professional activities.

- 3 **Responsibility to Report.** All Ohio University faculty and staff are responsible for compliance with [03.004](#) in the Policy and Procedures Manual and have an affirmative duty to report conduct inconsistent with this policy. Immediately upon learning of potential campus sexual misconduct, a faculty member who receives a complaint of sexual misconduct or who observes or learns of conduct that is reasonably believed to be in violation of this policy, is required to report the alleged conduct to the University Office of Equity and Civil Rights Compliance (ECRC), following the reporting guidelines as outlined in [03.004](#), section VII.A Duty to Report. The University Equity and Civil Rights Compliance (ECRC) is the University office with responsibility for responding to complaints of sexual misconduct or discrimination and ensuring the University's

compliance with its obligation under federal and state non-discrimination laws, including Title IX.

In addition to the duty to report sexual misconduct to University Equity and Civil Rights Compliance (ECRC) as identified above, in some circumstances there is a duty to report allegations of criminal conduct to law enforcement. Ohio law (Ohio Revised Code 2921.22) requires every person who knows that a felony has been or is being committed, to report it to law enforcement. It is a criminal offense to knowingly fail to make the report. If a faculty member suspects or has knowledge of criminal activity occurring on university property, s/he/they have a duty to call the Ohio University Police Department at 740-593-1911 (in an emergency, please dial 911 immediately). Incidents that occur off campus or at a regional campus should be reported to local law enforcement.

#### **4 Procedures for complaints involving sexual misconduct by faculty.**

- a. Inquiry into reports of sexual misconduct:** On receiving a report of possible sexual misconduct or on receiving information that suggests possible sexual misconduct, University Equity and Civil Rights Compliance (ECRC) will respond in accordance with its Grievance Resolution Procedure, <https://www.ohio.edu/equity-civil-rights/grievance-resolution.cfm>)

In the inquiry, the ECRC investigator will evaluate whether the allegations, if substantiated, would constitute sexual misconduct, relationship violence, or stalking as defined in Policy 03.004. If the ECRC investigator determines the allegations would violate the sexual misconduct policy if substantiated, then the ECRC investigator will proceed to initiate an investigation.

If the ECRC investigator determines that the allegation would not violate the sexual misconduct policy even if substantiated, then the ECRC investigator will close the inquiry as a consultation.

- b. Investigation.** An ECRC Investigation will be conducted in accordance with the ECRC Grievance Resolution Procedure (<https://www.ohio.edu/equity-civil-rights/grievance-resolution.cfm>). If the ECRC investigator determines an investigation is warranted, the ECRC investigator will notify the faculty member identified in the complaint as well their department chair and the dean of the college/school when the investigation is initiated.

ECRC will provide the faculty member with written notice of the allegations involved in the sexual misconduct complaint either via hand delivery or email using their university account.

As a part of the ECRC investigation, the faculty member will have the opportunity to present any oral, written, or other information they wish the investigator to consider and to identify any witnesses the faculty member believes may have information relating to such a complaint before an investigation is completed.

ECRC endeavors to complete investigations as promptly as possible. In the event an investigation cannot be completed within 90 days, ECRC will notify the faculty member and the complainant(s) in writing, with a copy to the faculty member's dean and chair, of the need to extend the timeline and provide an anticipated timeline for completion of the investigation.

At any time during the investigation, the ECRC investigator may recommend to the Provost that interim measures be put in place to prevent the possibility of continuation or recurrence of discrimination, harassment or retaliation, or to preserve the integrity of the investigation process (as detailed in the ECRC Grievance Resolution Procedure, section V. 7.). Interim measures should not be seen as a sign of any judgement or determination of measure, but as a protection for all parties involved. The Provost may consult the chair of the department and/or dean of the college/school when making these determinations. Depending on the severity of the accusations, the Provost may decide to put the faculty member on administrative leave until resolution of the allegations.

- c. The Violence Against Women Reauthorization Act (Code of Federal Regulations at 34 CFR 668) requires that sexual misconduct proceedings provide equal opportunity for the complainant and the respondent to participate, including simultaneous written notification of the outcome of any sexual misconduct proceeding. Therefore, once an investigation is complete, the ECRC Memorandum of Findings (MOF) will be sent to the complainant(s) and the faculty member involved, with copies to the dean of the planning unit and the chair of his/her/their department.

If the ECRC MOF does not support findings of misconduct, the ERRC investigator closes the ECRC case. ECRC's closing of the ECRC case does not foreclose the examination of the faculty member's conduct by other university entities.

If the ECRC MOF presents findings of sexual misconduct (violations in accordance to Policy No. 3.004), the dean will forward the complaint to the Provost and Chair of Faculty Senate to convene a review committee of the University Professional Ethics Committee (according to VI.L.3.b.ii). The committee shall be established within twenty-one (21) days of a case being forwarded to the Provost.

- d. If a UPEC review committee is to be formed, the provost will notify the faculty member and complainant involved who each will be given the opportunity to submit a statement regarding the ECRC findings in writing to the Provost within 21 days. These statements will be included as part of the documentation submitted to the UPEC for its review and consideration. The UPEC's responsibility is to consider only the charges contained in the ECRC MOF.

**Please note:** Unlike other faculty committees, because of the nature of these cases and the benefit of timely action to both the university and the faculty member, UPEC will not observe the academic calendar, therefore depending on the timing of findings, members may be asked to serve over summer, spring winter or fall breaks to meet the timeline (and, in that case, compensated for their time).

- e. The UPEC review will be a formal examination and evaluation of ECRC’s findings and the statements of the faculty member and complainant(s) to draw conclusions as to whether the finding of misconduct merits disciplinary action, and if so, to determine an appropriate recommendation for disciplinary action. The review will include examination of documentation, including but not limited to, the report of the ECRC, and the statements of the faculty member and complainant(s) regarding the ECRC findings. It may also include interviews of the ECRC investigator(s), the faculty member involved, the complainant(s), and possible witnesses as deemed necessary by the review committee. The committee will have access to and the assistance of all units or offices at the University in conducting its review. UPEC will have forty-five (45) days to conduct the review, write their report and submit it and their recommendations to the provost.
  
- f. After consideration of the case, the University Professional Ethics Committee will provide a written report with recommendations to the Provost, with a copy to the faculty member and complainant(s) involved, the chair of the department, and the dean of the college. The final report should include sufficient detail of the review processes to permit an assessment of the reasons for determining recommendation(s). The recommendation(s) of University Professional Ethics Committee may include

**Insufficient cause** to support disciplinary action or

A recommendation for disciplinary action that may include, but is not limited to, one or a combination of the following:

- a. **Written reprimand** placed in the faculty member’s file
- b. **Reassignment of duties** for some specified period of time.
- c. **Unpaid leave (Suspension without pay)** for a specified period of time or
- d. Adequate cause to recommend that a school or department initiate **loss of tenure and/or dismissal** proceedings (II.D.5).
  
- g. The report and recommendations of the University Professional Ethics Committee will be forwarded in writing to the Provost, with copies to the dean and the faculty member and complainant(s) involved.

- h. The Provost, with due consideration of the recommendations of the University Professional Ethics Committee, will announce their decision within thirty (30) days of receiving the report and recommendations from the University Professional Ethics Committee.
- i. If the provost recommends initiation of loss of tenure and/or dismissal, they refer the case to the faculty member's department or school to initiate proceedings according to Faculty Handbook section II.D.5.

For all other recommendations, the faculty member or the complainant(s) may appeal the action of the Provost to the President 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 or arbitrary and capricious decision-making. In the case where a faculty member is the complainant, the appeal would move through the Professional Relations Committee of the Faculty Senate as is standard practice for faculty appeals to the President. 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 within thirty-days (30) after receiving the recommendation of the Professional Relations Committee."

- j. **Reporting.** The University will comply with all federal reporting requirements concerning sexual misconduct of faculty, including notification of the findings when allegations are not confirmed.
- 5 Determinations made by the University Civil and Equitable Right Compliance (ERCE) will be sent to the planning unit where, if appropriate, the complaint may be forwarded to the regional or college Professional Ethics Committee. A faculty member may appeal any action that might result from such a complaint following the procedures described in Section II.G. of the Faculty Handbook.

#### **Q Policy on consensual and familial relationships in the instructional setting**

- 1 A faculty member (or other person serving in an instructional role) shall not supervise, provide academic advising to, or grade the academic work of a student with whom s/he has or begins a consensual romantic or sexual relationship. Retaining such a supervisory role is a violation of Policy [03.004](#) ("Sexual Misconduct, Relationship Violence and Stalking"). 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 faculty member or be so perceived. Thus, faculty shall not supervise, advise or 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 the same or opposite sex, and sibling relationships.

- 3 An exception to the policy set forth in Items 1 and 2 may be permitted if safeguards are put into place by the faculty member's chair or, if the faculty member 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, University Equity and Civil Rights Compliance (ECRC), or the Office of the Ombudsperson. 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
- 5 If a faculty member is identified in a complaint regarding a potential consensual or familial relationship, they will be apprised of the complaint and the facts surrounding it by academic governance personnel. The faculty member will have the right to present any relevant information relating to such a complaint before any action is taken and may appeal any action that might result from such a complaint following the appropriate grievance procedures.

## **R Consensual and Family Relationships**

- 6 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.
  - 7 The supervisor will consult with both people so that appropriate arrangements can be made to safeguard fairness and integrity.
  - 8 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] When action by a department is indicated, such action shall be according to the established procedures of each department.

[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, domestic partner, 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 their 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 ontological 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.

	<b>In-Network Benefits</b>	<b>Out-of-Network Benefits</b>
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.

	<b>In-Network Benefits</b>	<b>Out-of-Network Benefits</b>
Office Visits	no deduct. \$15 co-pay	deduct. applied, 70% paid
Outpatient Services	no deduct. 90% paid (effective 1/1/01)	deduct. applied, 70% 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 \$2500 per calendar year.
- 2 Dependent Day Care:** the maximum amount that an employee can place in this account is \$5000 per calendar year (\$2500 if married filing separately).

**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 and for spouse and eligible dependents.

**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 Tenure Track Faculty and Instructional 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.

Instructional faculty with less than .67 FTE and Visiting 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 (the 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 their account on deposit and at age 60 begin receiving a retirement benefit, if their 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 Tenure Track, Instructional, and Visiting 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.

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 the Tenure Track and Instructional faculty, 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 per month (adjusted for leave where appropriate), paid semimonthly on the first day and fifteenth day of each month commencing each September 15 and ending on August 30. In the event that they receive a contract for summer session(s), they will receive payment for summer session in addition to the payment received for June, July, and August 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 that 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 the Tenure Track, Instructional and Visiting Faculty classifications, 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 Instructional 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 of fall semester, 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 semester. 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 or Domestic Partners**

Educational benefits are available for Tenure Track, Instructional and Visiting Faculty, other contract employees and their spouses or domestic partners of same sex or opposite sex. For full-time employees, the benefit is 100 percent of the instructional fee. For Instructional 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 of fall semester, 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 semester during regular working hours and an additional course during non-working hours. Spouses or domestic partners of eligible contract employees may take as many courses as academically permissible.

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

**R Early Retirement Policy**

**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. Those faculty enrolled in the Alternative Retirement Plan (ARP) will be eligible for the University's Early Retirement program if they meet the same eligibility requirements as those enrolled in STRS. Faculty enrolled in the ARP are not eligible for those benefits that STRS employees receive from STRS. In this event, an Early Retirement Agreement is signed by the faculty member, department chair, dean, and Provost. Such a faculty member will change status

from Tenure Track to Tenure Track (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 August 1 of the upcoming year.

- 1 Workload:** During early retirement, the faculty member will be permitted to work the equivalent of one third of the department's annual teaching load which could include a mix of teaching and/or equivalent duties as would benefit the department and as desired by the faculty member. What constitutes one-third teaching load should be flexible enough to support departmental needs in teaching, research and service. A faculty member could satisfy the workload requirement through a variety of mechanisms: by teaching courses equivalent to 1/3 the regular departmental teaching load or by performing a mix of teaching, research and/or service as would be an equivalent time commitment. For faculty on 10-, 11-, or 12-month contracts, workload will be prorated to a 9 month workload. Those faculty with evidence of on-going research productivity at the time of retirement may be able to include research/scholarship/mentoring of graduate students in their workload agreements if it is of benefit to the department. Additionally, a significant service component may be included as part of the workload if needed by the department. The distribution of those duties will be determined through collaboration between the faculty member and his/her academic department chair and after consideration of the needs of the department. Additionally, consideration must be given to the pay and tax implications of having early-retirees teach on multiple semesters (or neither semester) in a single calendar year even though the semesters are in different academic years. For colleges that include summer session as a normal part of a faculty member's annual contract, the faculty member may, after consulting with their department chair, choose to fulfill their obligation during summer. If the regular departmental teaching load is not divisible by 3, then a multi-year arrangement can be made.
- 2 Compensation:** The standard arrangement will be that the faculty member teaches the equivalent of one-third of the specified departmental teaching load for one third of the annual base 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 base salary preceding retirement (adjusted according to the departmental raise pool) will be used. Faculty on 10-, 11-, or 12-month contracts will have their salaries prorated to nine-month contracts. In following years, the salary will be adjusted by the average percentage increase afforded the Tenure Track 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.
- 3 Annual Review:** Early-retired faculty will have their teaching, service and research reviewed annually, covering duties specified in their agreement and in accordance with departmental procedures.
- 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.](#)) Faculty members enrolled in ARP are not currently provided

medical insurance. (See <http://www.ohio.edu/hr/benefits/financial/retirement.cfm> for information.)

- 5 **Special Arrangements:** During any academic term 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 chair or dean. Specific questions about administrative matters should also be addressed to the chair 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 or director of the school who shall report in writing all such changes to the dean and to the Registrar.

#### 3 Information Given Class at First Meeting

Before or at the first meeting of the class, the instructor shall distribute a syllabus, which can be in electronic form, and 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 intended learning outcomes or objectives upon successful completion of the class;
- c. The basis for grading in the course;
- d. A statement of the instructor's attendance policy (see [Section IV.B.3](#))

- e. A statement of the instructor’s policy on academic misconduct that either refers to a policy approved by the academic unit or college or that includes the following:
  - i. A definition of academic misconduct if the field requires a more specific definition of academic misconduct than the one found in the student Code of Conduct (see [Section VIII.F](#));
  - ii. A list of the range of sanctions that the instructor might implement in the case of academic misconduct;
  - iii. A statement that students may appeal academic sanctions through the grade appeal process;
  - iv. A statement that the Office of Community Standards and Student Responsibility may impose additional sanctions.
- f. 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](#)).
- g. 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].”
- h. Information regarding accommodations in course work and assessment for students with a disability, and available resources offered by the Office of Student Accessibility Services. It is suggested that the following statement appear in the syllabus; “Any student who suspects they may need an accommodation based on the impact of a disability should contact the class instructor privately to discuss the student’s specific needs and provide written documentation from the Office of Student Accessibility Services. If the student is not yet registered as a student with a disability, they should contact the Office of Student Accessibility Services.”

#### **4 Class Lists and Record Books**

Faculty members shall make up their class rolls solely from the class lists issued by the Registrar. Names of students who have withdrawn from class should, upon receipt of official notice of withdrawal, be deleted from 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. In order to allow students time to look for affordable copies, (see <http://www.ohio.edu/registrar/info/textbook/HEOASection112Textbook.pdf>) each instructor should provide in a timely manner information about author, title, edition, ISBN and approximate price of each textbook to be entered for each course listed in Course Offerings on the Registrar's website. 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 semester, and until the end of the fall semester following spring semester classes unless the instructor returns the material to the student or provides an alternative policy to the class at the beginning of the semester. 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 or 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 they are scheduled. Members of the faculty who must be absent from teaching responsibilities shall have the approval of the chair 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**

At the instructor's option, a student may be asked to drop a class from their schedule if the student misses the first two meetings of a class without notifying and obtaining approval from the instructor in cases when each class meeting is less than 80 minutes of actual instructional time. If the class meetings are 80 minutes or more, the student may be asked to drop if they miss the FIRST meeting of the class without notifying the instructor and obtaining approval.

### **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.
- c** 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 Registrar and is posted on the Registrar's web site. 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 their 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 their class at the time the final examination is scheduled either to give the test or to receive the work that takes its place; exceptions will be made only with prior approval of the department chair or other appropriate academic officer.

If an instructor feels that the course objectives can be better met by some method other than a final examination, they will announce this plan to the class at the beginning of the semester, and, along with their statement of attendance policy, inform the department chair in writing of their 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, they should appeal to the dean of their college.

## 2 Correction of Grade

A grade reported to the Registrar 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 chair 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 Registrar, the instructor must present an explanation for the grade change. Copies of the change of grade request will be sent to the instructor, their chair, and their dean by the Registrar.

## 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 chair is responsible for the final grade, subject to appeal by the student to the dean as described in this section. Students are encouraged to initiate grade appeals immediately after receiving notice of the letter grade. Final grade appeals must be initiated no later than 21 business days from the beginning of the Fall or Spring semester immediately following assignment of the final grade.

- 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. The chair 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 may enlist departmental grievance procedures to assist in resolving the grade appeal at the departmental level. The student shall be notified of the departmental decision within 21 business days of the initial appeal. If the student wishes to appeal the departmental decision, the chair shall forward the appeal to the dean of the college within 14 business days for action. If the chair is the instructor, the student appeals directly to the dean.
  
- c** In cases not involving academic misconduct, the burden of proof for a grade change is on the student. If the dean concludes that the student has insufficient grounds for an appeal, there can be no further appeal by the student. The dean has 21 business days from the time of receiving the appeal to decide whether the appeal has sufficient grounds or not and to notify the student of their decision. 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. The committee shall have 21 business days from the time of receiving the appeal to reach a decision concerning the appeal. 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** In cases of academic misconduct, both the student and instructor must document their allegations and refutations in writing, including any supporting material (e.g. copies of the student’s work, copies of other materials used but not referenced in the student’s work, etc.) relevant to the case. Such written evidence will be reviewed in accordance with the grade appeal process followed by the college or unit.
  
- e** In all cases, the appeals process should be completed within 90 calendar days (excluding summers) of the initial appeal. Failure to notify appropriate parties of decisions or actions within the specified period should result in automatically advancing appeals to the next stage of the process. Exceptions for failing to initiate an appeal, to reach a decision, or to take action within the specified period may be made for unusual circumstances such as documented medical emergencies, family emergencies, or acts of nature.

**D Participation in Outside Work**

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.

- 1 All outside work of a professional nature by members of the faculty that is 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 chair, 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 an agreement must have prior approval and must be worked out in accordance with the University policy on patents.
  
- 2 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 and the academic dean. Decision by the dean, subject to review by the Provost and by the President, shall be final on this point.
  
- 3 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 consultantship, such usage shall be only on an occasional and brief basis, and only with permission of the department chair 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.
  
- 4 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 they have the approval of the dean of their 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 Dean of the Graduate College to see that this review takes place at the earliest possible date.

No academic employee above the rank of Instructor, Research Assistant, or the 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 semester. A person wishing to register for 9 to 10 hours must have written approval from the graduate chair of their academic program and from the administrative supervisor their employee position. Full-time faculty and full-time administrators who obtain approval to register for 9 or 10 hours per semester 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 Dean of the Graduate College and the Graduate Council at the earliest possible date. The Graduate Council shall determine whether conflict of interest or unfair competition that might affect academic performance and evaluation would result from dual status as a student and a presidential-contract employee. If the Graduate Council determines that such a conflict would exist, they shall inform the student that they may not continue in their graduate program if they accept 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 semester 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 semester has been terminated and that no credit or grades could be given.
- 2** In the event that an academic semester 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.) may receive no credit or a failing grade for the term at the discretion of their instructor. Instructors shall notify such students of the reasons for receiving no credit or a failing grade.
  - b** The number 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 semester is temporarily interrupted and the full fourteen 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, and 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 that includes restrictions preventing 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, their 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

### 1. Introduction

- a. The Faculty Senate and the Provost of Ohio University have adopted a statement on Professional Ethics. (See [Section I.A](#) of the *Faculty Handbook*.) Procedures for the investigation and resolution of alleged violations of Professional Ethics are specified. Section IV.L.4 applies to alleged violations of Professional Ethics not involving research misconduct or sexual misconduct. Section IV.L.5 applies to alleged Fraud and Misconduct in Professional Research (see Policy [No. 19.048](#)). Section II.Q applies to alleged violations of sexual misconduct (Policy 03.006). Procedures for Loss of Tenure are in [Section II.D.5](#) of the *Faculty Handbook*.
- b. Members of the faculty should familiarize themselves with the University policies on Whistle-blowing and Retaliation ([03.006](#)), Workplace Violence ([41.135](#)), Equal Employment and Educational Opportunity (40.001) and Sexual Misconduct ([03.004](#)).

### 2. Reporting violations.

Cases involving alleged research misconduct should be reported to the Office of the Vice President for Research (IV.L.5). Alleged violations of sexual misconduct, relationship violence, and stalking (as indicated in Policy No. 03.004) and of discrimination (Policy 40.001 Equal Employment and Educational Opportunity) should be reported to University Equity and Civil Rights Compliance (ECRC). Allegations of sexual misconduct (and other violations of 03.004) will be investigated and resolved via the procedures outlined in II.Q. Those involving discrimination (as defined by Policy 40.00o1) will be investigated by ECRC and reviewed via procedures outlined in IV.L.3.a. All other cases of alleged violations of professional ethics should be brought to the attention of the department chair <sup>[3]</sup> and resolved by according to section IV.L.3.b.

### 3. Establishment of Professional Ethics Committees

#### a. College/School Professional Ethics Committee<sup>[1]</sup>

Each college, regional campus, and the Voinovich School will have a standing Professional Ethics Committee consisting of six faculty members in the college, regional campus, or the Voinovich School 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 Tenure Track faculty. The other two may be selected from among the untenured Tenure track faculty or the Instructional 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, regional campus, and the Voinovich School (the director is the dean's equivalent in the case of the Voinovich School)<sup>[2]</sup>. The chair of the committee will be appointed by the dean from among the tenured 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. Each college Professional Ethics Committee will be provided access to appropriate university resources to assist it in carrying out its investigations.

**Recusals:** When an allegation of a violation of professional ethics is received by the chair of the college Professional Ethics Committee, the committee chair will inform the committee of the pending case. Committee members who have a close personal or professional relationship with the accused or complainant, will recuse themselves from the case. The dean or the chair of Faculty Senate shall then fill any vacancy based on the selection criteria (chosen by faculty senators or the dean) and faculty classification of the person recused. The dean or senators may draw from faculty of similar classification from within the college, including those who have previously served on PEC, and if necessary may appoint faculty from outside the college.

**b. University Professional Ethics Committee for cases of Sexual Misconduct**

- i. As the faculty senators and the deans of the colleges, regional campuses, and Voinovich School designate faculty to fill openings on the individual college Professional Ethics Committee (VI.L.2.a), one will be designated to serve on the University Professional Ethics Committee (UPEC) to provide a pool of fourteen faculty from across the university to review cases involving allegations of sexual misconduct by faculty. This person will be chosen by the chair of faculty senate in consultation with the dean of the college, regional campus or Voinovich School from the two candidates nominated. The length of term for members serving on the University Professional Ethics Committee will be three years and coincide with their service to the college ethics committee. Service is restricted to two successive terms.

To initially establish the UPEC, the provost in consultation with the chair of Faculty Senate, will select ONE faculty member from each college, regional campus and Voinovich school profession ethics committees, ensuring a stagger in term length among members to maintain institutional memory and consistency as the committee membership moves forward.

- ii. For any given case referred to the University Professional Ethics Committee, the chair and Executive Committee of Faculty Senate in consultation with the Provost, will appoint six faculty from the UPEC to serve as a review committee, one of which will be appointed as chair of the committee. All six should be willing and able to serve for the duration of the case. **Please note:** Unlike other faculty committees, because of the nature of these cases and the benefit of timely action to both the university and the faculty member, UPEC does not observe the academic calendar, therefore depending on the timing of findings, members may be asked to serve over summer, spring, winter or fall breaks, but not including winter closure, to meet the timeline. In the event of service outside the academic calendar, faculty will be compensated for their time.

The committee chair will be responsible for conducting the review and ensuring that the committee carries out all its responsibilities in a timely manner and satisfies all requirements of the state and federal laws and university policies. Any member of the UPEC or the Faculty Senate Executive Committee, including the chair of Faculty Senate, who is from the same department or has close personal or professional relationships with the faculty member in question will recuse themselves from the process for that case. If the chair of Faculty Senate recuses him/herself, his/her duties would fall to the vice chair etc.

- iii. The University Professional Ethics Committee will be provided access to appropriate university resources to assist it in carrying out its review. And as is dictated by law, all members of the university Professional Ethics Committee will be provided training annually by ECRC on issues related to dating violence, domestic violence, sexual assault, and stalking and on how to conduct an investigation and hearing process that protects the safety of victims and promotes accountability. (Code of Federal Regulations at 34 CFR 668.46 (2. k)).

#### 4. Procedures for allegations not involving sexual or research misconduct

- a. For allegations of discrimination or harassment based on race, color, religion, age, ethnicity, national origin, national ancestry, sex, pregnancy, gender, gender identity or expression, sexual orientation, military service or veteran status, mental or physical disability, or genetic information as defined by Policy 40.001, ECRC investigates the allegations according to procedures outlined in its Grievance Resolution Procedure, <https://www.ohio.edu/equity-civil-rights/grievance-resolution.cfm>).

**Briefly**, in the inquiry phase, the ECRC investigator will evaluate whether the allegations, if substantiated, would constitute a violation of Policy 40.001. If so, then the ECRC investigator will proceed to initiate an investigation. If the ECRC investigator determines that the allegation would not violate the policy even if substantiated, the ECRC investigator will close the inquiry.

If the ECRC investigator determines an investigation is warranted, the investigator will notify the faculty member identified in the complaint as well, their department chair and the dean of the college/school when the investigation is initiated. ECRC will provide the faculty member with written notice of the allegations involved in the discrimination complaint. As a part of the ECRC investigation, the faculty member will have the opportunity to present any oral, written, or other information they wish the investigator to consider and to identify any witnesses the faculty member believes may have information relating to such a complaint before an investigation is completed.

ECRC endeavors to complete investigations as promptly as possible. In the event an investigation cannot be completed within 90 days, ECRC will notify the faculty member and the complainant(s) in writing, with a copy to the faculty member's dean

and chair, of the need to extend the timeline and provide an anticipated timeline for completion of the investigation.

Once an investigation is complete, the ECRC Memorandum of Findings (MOF) will be sent to the complainant(s) and the faculty member involved, with copies to the dean of the planning unit and the chair of his/her/their department.

If the ECRC MOF does not support findings of misconduct, the ECRC investigator closes the ECRC case. ECRC's closing of the ECRC case does not foreclose the examination of the faculty member's conduct by other established university processes.

If the ECRC MOF presents findings of discrimination (violations in accordance with Policy No. 40.001), the dean will forward the complaint to the College Professional Ethics Committee (according to VI.L.4.d) for its review and recommendation of disciplinary action. The college PEC's responsibility is to consider only the charges contained in the ECRC MOF.

- b. For apparent violations of professional ethics not investigated through the Office of the Vice President of Research nor by the ECRC, the investigation starts at the department level. The department chair, possibly in consultation with faculty colleagues or a departmental grievance/advisory committee, shall investigate the allegations. 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.
  - i. The investigation at the department level will include, minimally, interviews with the accused and the complainant, and may include but is not limited to written statements or other documentation provided by the accused and the complainant(s) regarding the activities in question, and interviews or statements from possible witnesses.

The person accused of the violation of professional ethics will be informed of the charges within thirty (30) calendar days and be given an opportunity to explain his or her behavior. If the chair is not satisfied with the explanation, the specifics of the allegation will be given within fifteen (15) calendar days to the person accused in writing. The person accused will have fifteen (15) calendar days to respond to the chair in writing, and the chair will attempt to resolve the problem.

- ii. If resolution cannot be reached between the chair, the complainant, and the accused within fifteen (15) calendar days, the chair will forward the specific allegations of violation of Professional Ethics by the faculty member, along with documentation of the process and findings of their investigation to the dean in writing. The faculty member accused will be given the option of submitting their explanation of the alleged misconduct in writing as part of the documentation submitted to the dean at the same time.

- iii. If the dean, chair, complainant, and faculty member accused of the violation cannot reach a resolution of the matter within fifteen (15) calendar days, the dean will notify the members of the PEC of the pending case, ask for recusals, and then work with the chair of Faculty Senate to fill any vacancies (L.3.a). The specific allegations of violation of professional ethics along with all documentation of the investigation, attempted resolutions, and process followed will be forwarded to the college Professional Ethics Committee (according to V.I.L.4c) in writing. A final copy of the allegations and documentation provided to the college PEC will be given to the accused and complainant, and once the allegations are forwarded to the college Professional Ethics Committee, no additional changes can be added without beginning the process anew.
  
- c. **Role of the college Professional Ethics Committee.** When an allegation of violation of professional ethics is received by the college Professional Ethics Committee, the committee chair will inform the person accused and the committee will investigate the charges (or review the investigation and findings from ECRC in cases of allegations of discrimination according to VI.L.4.a), with the assistance of university offices as needed as determined by the dean and the Professional Ethics Committee chair.

The college PEC investigation will be a formal examination and evaluation of the allegations to draw conclusions as to whether the findings of misconduct merits disciplinary action, and if so, to determine an appropriate recommendation for disciplinary action. The investigation will include examination of documentation, including but not limited to, the written statements from parties involved, summary statements of witnesses interview, and reports from the chair and the dean as to process, findings, and resolutions attempted. The complainant and accused will be given an opportunity to meet and discuss the charges within the committee. When appearing before the committee, they may be accompanied by an advocate, preferably a faculty member. The college PEC has the right to interview all parties involved including possible witnesses as needed to make a decision.

After consideration of all of the testimony and evidence in the case, the Professional Ethics Committee will report its written conclusions and 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** –In matters not investigated by ECRC, the Professional Ethics Committee finds that the person charged is not guilty of a violation of professional ethics. This finding ends the process.

However, for investigations conducted by ECRC (VI.4.a) where the investigator presents findings of misconduct, a PEC recommendation of **Not Guilty** is inappropriate, the minimum sanction possible would be **Insufficient cause** to support disciplinary action.

**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, but are not limited to, a formal censure, reassignment of duties for some specified period of time, a financial penalty not to exceed 10% of the academic year's salary and/or recommendation that a school or department initiate loss of tenure and/or dismissal proceedings.

A recommendation of reprimand, censure, disciplinary action or to initiate loss of tenure/dismissal proceeding 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 their decision within thirty (30) days of receiving the recommendations and report from the college Professional 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.

## 5. 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, and 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 wrongdoing.

**c. Policy Statement**

Misconduct in research is not consistent with the principles that 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 their 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 defined in Section [IV.L.3.g.](#)

The Vice President for Research, in consultation with the Professional Relations Committee of the Faculty Senate, shall appoint an inquiry panel to conduct an inquiry to determine if a full investigation is warranted. The inquiry panel shall consist of no fewer than three (3) persons. The inquiry 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 inquiry 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 inquiry 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 inquiry 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 inquiry 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 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.

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 committee may find

1. Insufficient evidence to rise to the level of research misconduct as defined in IV.L.3.b; or
2. No formal finding of research misconduct, but concern that the respondent has not followed best practices, which could result in educational or corrective action recommended by the Vice President of Research; or
3. Persuasive evidence that supports a finding of research misconduct leading to disciplinary action as recommended by the Vice President of Research.

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, regardless of outcome, 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 recommendations of the Vice President for Research may include

- **Insufficient cause** to support disciplinary action, with or without educational or corrective action or
- A recommendation for disciplinary action that may include, but is not limited to, one or a combination of the following:
  - a. **Written reprimand** placed in the faculty member's file
  - b. **Reassignment of duties** for some specified period of time.
  - c. **Suspension without pay** for a specified period of time or
  - d. Recommendation that a school or department initiate **loss of tenure and/or dismissal** proceedings.

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 the Vice President for Research.

**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] 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.

[2] Director is equivalent to dean in the case of the Voinovich School.

[3] Department chair is equivalent to school director or the associate director of the Voinovich School.

**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 and determining their 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 chairs accrue time toward eligibility in the same way as other faculty 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 they shall become eligible for another University Fellowship grant.<sup>[1]</sup> When an approved leave is deferred for one year in order to maintain curricular integrity, eligibility starts after seven years of service from the date of original approval.<sup>[2]</sup>
- 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 semester at full pay, or two semesters at two-thirds pay. These rates are to be applied to the pay the faculty member normally would receive during the semester(s) in which they are to be on leave.
- 5 A University Fellowship leave may be granted for a maximum of two semesters. Faculty on nine-month contracts will be granted leave only during the semesters covered by a contract. A University Fellowship leave may not be taken during the summer or other off terms, though such terms 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 semester.
- 6 A faculty member on a University Fellowship will not hold a paid position unless that position can be shown to assist them professionally. Should they 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 their University Fellowship salary may be reduced accordingly.
- 7 A faculty member who does not wish to apply for a University Faculty Fellowship the year they become eligible or who is denied a University Fellowship for any reasons will

not lose their 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 their proposal merits approval, every effort will be made to ensure that this denial is not continued another year. In the case of a one-year deferral of an approved leave for purposes of curricular integrity, the next eligibility starts after seven years of service from the date of original approval.

- 8 Upon completion of a University Fellowship leave, a faculty member starts accruing time toward eligibility for the award of their next University Faculty Fellowship as of the date of their resumption of normal academic duties. They do not begin to accrue time toward another Fellowship while the Fellowship for which they are already eligible is delayed either voluntarily or through denial of leave, except under the circumstance noted above in the case of deferral for one year for the purposes of curricular integrity (in which case the eligibility starts after seven years of service from the date of the original approval).
- 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 their regular employee retirement or insurance benefits or of any other benefit or privilege they receive 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 two semesters after completion of their University Fellowship leave.
- 11 Application for a University Faculty Fellowship is to be made in writing to the department chair ordinarily no later than the first day of the Spring Semester preceding the summer and/or academic year in which the leave is to be taken. The decision by the President on their application is to be made known to the faculty member in writing no later than March 15, 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. in teaching efficacy, research, and creativity.
- 12 The department will evaluate the faculty members' applications and the chair will send all the applications and their recommendations to the appropriate dean. The dean will review all applications in the college and send them and their 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 15 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 their leave proposal has been denied unjustly, they will have the right to appeal the decision to their chair, to the dean, to the Provost, and then to the Professional Relations Committee of the Faculty Senate. This committee will normally interview the faculty member, their chair, and their 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 their 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 their budgeted salary may be used toward replacement of their services. The department chair 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 chair of the appropriate department at the Athens campus. The Athens department shall make recommendations to the dean of the college who will provide 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 15. 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 Dean, the Provost, and then 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** Applicants may be given precedence despite the above guidelines 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 semester 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 chair, 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.

Chairs 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 chair of the committee at any time without going through the formal, periodic review process.

Guidelines for proposal preparation may be obtained from the chair 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 they were an active faculty member, and during any academic term when they are on duty will have appropriate office space, parking privileges, and similar perquisites. During periods when they are 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**

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 Tenure Track 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.

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.

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## Endnotes

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

[2] For purposes of official record keeping, when an approved leave is deferred for one year in order to maintain curricular integrity, thereby triggering the start of the next eligibility at seven years after the date of original approval, the chair is required to provide both the dean's office and the Provost's office with an official memo indicating that this action has been taken.

## 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.
  - a Forty-nine Senators shall be elected by the Tenure Track faculty of the degree-granting colleges with deans or academic units with a dean's equivalent (e.g. the Voinovich School) of the Athens campus and Tenure Track faculty of each of the regional campuses. Representation shall be 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 or dean's equivalent and having

Tenure Track faculty shall be entitled to have at least one representative on the Senate. The election shall be conducted in accordance with the Rules of Election stated in the Senate Bylaws.

- b** Ten Senators shall be elected by the non-tenure track faculty members (Instructional and Clinical faculty) of the degree-granting colleges with deans or academic units with a dean's equivalent of the Athens campus and Instructional faculty of each of the regional campuses. Representation shall be in proportion to the numbers of such faculties eligible to serve on the Faculty Senate, with the following provisions: Each Athens campus college with a minimum of 20 eligible instructional faculty members will elect one or more senators to represent that college; all colleges on the Athens campus with fewer than 20 Instructional faculty shall be combined to elect at-large senator(s) from those colleges to serve on Faculty Senate; all Instructional faculty on regional campuses shall combine to elect at-large senators from the Instructional faculty of regional campuses to represent those faculties. Clinical faculty from HCOM and CHSP shall elect at least one at-large senator from among their ranks to represent those faculty.
  - c** The election shall be conducted in accordance with the Rules of Election stated in the Senate Bylaws.
  - d** The allocations and election of Instructional and Clinical Faculty senators will reflect the proportion of Instructional and Clinical faculty at the annual faculty census prior to elections.
- 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 April of each year and shall be conducted by secret ballot by an Elections Committee of the Senate. Terms of office shall expire on July 31; new members shall assume office on May 1.
  - 4** A presiding officer to be known as the chair of the Faculty Senate shall be elected by the Senate at the April meeting. Members of the Senate who have served at least one year shall be eligible for election to the office of chair. The chair shall preside at meetings of the Senate throughout the year of their term which shall begin on May 1 and end on April 30 of the following year.
  - 5** A vice chair shall be elected from among those members eligible for election to the office of chair. They preside at meetings of the Senate, and otherwise fulfill the duties and obligations of the chair, at the request of the chair or in the event of their absence. The vice chair shall also serve as the chair 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 chair. They shall be responsible for the preparation of minutes and for such other duties as may be assigned by the chair.

- 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 chair 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 their duties) and shall be eligible for reelection. The secretary shall notify the Senate that a vacancy exists when they are 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 June, July and August. 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 their views upon recognition by the presiding officer.
- 2 The chair, or, in their absence, the vice chair, shall preside over all meetings of the Faculty Senate.
- 3 Special meetings of the Senate may be called by the chair upon their initiative, or at the request of the President of the University, or upon petition in writing to the chair signed by five elected members of the Senate. The chair 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 chair. In appropriate cases, the Faculty Senate shall transmit recommendations to the Board of Trustees via the chair and the President of the University.
- 3 Upon the majority vote of the elected membership of the Faculty Senate, the chair 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 chair 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 that the President or Provost wishes to be communicated, except that the President or the Provost, or a designated representative, is privileged to present their views from the floor in any regular or special meeting.
- 6 In performing the duties stated herein, the chair shall be governed by the following stipulations:
  - a. The chair is charged with the responsibility for representing the Faculty Senate and with presenting the Faculty Senate's recommendations and views.
  - b. The chair 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 May 1 and ending July 31.

The election shall be held by secret ballot in the last week of March 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 their own name if they wish to have their 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 they wish 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 are not expiring; (2) members of the Senate whose terms are expiring 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 more than one semester 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 their 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 their choice unless this candidate has too few votes for their election to be possible, in which case their ballot is transferred to their 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:

- a. Distribute all ballots to candidates of first choice. (If a ballot does not indicate an unambiguous first choice, it is invalid and is discarded.)
- b. Count the number of ballots distributed to each candidate.
- c. Add these numbers to find the total ballots. Call this "B."
- d. 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  $E = 26$ .

- e. 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.)
- f. Count the elected candidate's Transferable Ballots (those with a second choice indicated). Call this number "T."
- g. 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.)
- h. Distribute all transferable ballots to candidates of second choice.
- i. Compute a new total (N) for each candidate by adding the values of his/her ballots. (The value of an untransferred ballot is one.)
- j. 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.

- k. 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.
- l. 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.)
- m. 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 chair, the vice chair, and the secretary of the Senate, plus the other two members serving on the Executive Committee of the Senate. The chair of the Senate or a member of the Elections Committee designated by them shall serve as chair 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 chair 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 (August through April). An alternate, or interim member, shall serve until the original term is completed unless the absent member has signified a date at which they will be able to resume their 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 their college or regional campus from the list maintained by the secretary. The alternate shall, during the meeting at which they serve, 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 chair or secretary in advance of the meeting. The chair 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 their presence to the secretary at the beginning of the meeting. The interim member shall be eligible for election (or re-election) as soon as their interim term expires, but they 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 chair,
- a vice chair
- a secretary

The officers shall be elected in the order given above at the April meeting of the Senate or, alternatively, at a special meeting held prior to the Spring 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 May 1 shall participate in the election of officers. Members who will retire from the Senate effective July 31 shall not participate in the election of officers.

A nominating committee will be formed from senators who will retire from the Senate effective July 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 February Senate meeting. The nominating committee will present at least one slate of officer candidates to the Senate at the March meeting. At the April 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 on May 1.

### **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 electronic communication, campus or U.S. mail, or by telephone, ordinarily so as to be received at least twenty-four hours prior to the meeting. In extraordinary circumstances, notice still must be given at least four hours prior to the meeting.
- 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 chair 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 chair 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 whoever 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

- the person or persons to whom it is to be closed,
  - the reasons for the closure, and
  - 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.
- The Faculty Senate shall hold at least one regular meeting each month during the calendar year except for the months of June, July, and August unless members are notified of an exception, at an announced time and place. During the summer months (May, June, and July) the Senate membership shall comprise all senators elected in March of that calendar year, those whose terms continue into the same or subsequent academic years, and those whose terms end on July 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.
  - If the chair, the vice chair, and the secretary are all absent from the campus during the summer, the chair shall appoint a chair pro tempore from the Senate's Executive Committee (or from the other members of the Senate if necessary.)
  - 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. In formulating resolutions, the Senate's standing committees 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:
  - Executive
  - Educational Policy and Student Affairs
  - Finance and Facilities
  - Professional Relations
  - 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 chair of the Faculty Senate, who shall serve as chair of the committee, and it shall also include the vice chair and secretary of the Senate, and two other senators appointed by the chair. The chair shall, in consultation with the members of the Executive Committee, appoint members and chairs of the other standing committees. The Instructional Senators may serve on any standing committee of the Faculty Senate. 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 members 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 members 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 chair of the Senate, will cause the chair 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 chair 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:

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The following faculty eligible to vote in Faculty Senate elections in

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(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

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(FULL NAME OF THE SENATOR)

from:

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(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 chair of the Senate receives this petition.

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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 their college or regional campus but no less than twenty (20).

After receiving the petition the chair 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, specify 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 chair of the Senate, and shall be in the following form:

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**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.

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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 they have been recalled, and will inform the alternate that they 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 they have not been recalled and that they will continue to serve in the Senate.

**9 Removal of Senate Officers or Committee Chairs**

Any officer, committee chair, or other functionary of the Senate may be removed by a petition calling for their removal signed by two-thirds of all the members of the Senate. Such a petition shall remove the person named from their office immediately (provided it

is received by the chair 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 chair 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 chair of the Faculty Senate (who will chair the committee), the chair of the Administrative Senate, the chair of Classified Senate, the President of the Graduate Student Senate, the President 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 four Standing Committees: Program, Program Review, Individual Course, and General Education. 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. The General Education Committee is concerned with the implementation and maintenance of the General Education Program. If issues concerning educational and program requirements cannot be assigned to a standing committee, they will be reviewed by a special committee appointed by the chair. 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 thirty faculty members, among whom are all members of the Educational Policy and Student Affairs Committee of the Faculty Senate, the vice chair of the Faculty Senate, and four faculty representatives of the Graduate Council: three members of the Curriculum Committee of the Graduate Council who are cross-appointed to the Program Committee of UCC and the chairperson of the Graduate Council;
- 2 The deans or designees of the following Colleges: Arts and Sciences, Business, Scripps, Patton, Russ, Fine Arts, Health Sciences and Professions, Heritage College of Osteopathic Medicine, University College, Honors Tutorial College, and the Graduate College; and the directors or designees of the Center for International Studies and the Voinovich School; one administrator must be cross-appointed to the program Committee of UCC and the Graduate Council Curriculum Committee.
- 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 chair of the Faculty Senate serves as the voting chair 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.

Four members (three faculty and one administrator) of the Curriculum Committee of the Graduate Council are cross-appointed to serve as voting members of the University Curriculum Council and UCC's Program Committee. The primary charge of these members will be to represent the concerns of the Graduate Council although they will be voting members of both Councils. Through the cross-appointed members of the Graduate Council and UCC, Graduate Council advises UCC on the approval and implementation of graduate programs.

The Graduate Council recommends to the University Curriculum Council the 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 members with faculty status.

Its membership shall consist of:

- a. fourteen members with faculty status (with a minimum of five from doctoral programs and five from master's-degree-only programs);
- b. the deans or designees of the following Colleges: Arts and Sciences, Business, Scripps, Patton, Russ, Fine Arts, Health Sciences and Professions, Heritage College of Osteopathic Medicine and Universities Libraries; and the directors or designees of the Center for International Studies and the Voinovich School;
- 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);
- d. the dean (or designee) of the Graduate College as a nonvoting member.

**D Appointment and Evaluation of Department Chairs and School Directors**

For the purposes of this policy, departments, schools, and regional campus divisions are equivalent units, and the roles of department chair, school director, and regional campus academic division coordinator are also equivalent.

When a vacancy exists, the college dean will be responsible for initiating action through the department to secure a new chair or director. The dean and the faculty shall jointly establish selection criteria and review the qualifications of all candidates. Department chairpersons, division coordinators, and directors of schools shall be selected by the dean with the advice and approval of the faculty (including Tenure Track and full-time – at or above 0.80 FTE – Instructional and Clinical faculty) of the department, division, or school. Initial appointments of chairs and directors require the approval of the Provost. However, non-tenured faculty (pre-tenure Tenure Track, Instructional or Clinical faculty) should not be appointed to chair a department, division or school except under compelling circumstances as agreed upon by faculty. Clinical and Instructional faculty are hired primarily to mentor or teach students and because of their role at the university and non-tenure status may not be appropriate choices. When making such assignments, consideration must be given to rank, length of contract, and possible service restrictions of Clinical or Instructional appointments. If such appointments are deemed appropriate, only non-tenure track faculty on long term contracts and at higher ranks should be considered. If the dean and faculty cannot come to consensus on a Chair candidate, then a special committee appointed by the chair of faculty senate and a representative from the provost’s office, shall arbitrate.

- 1 Chairs' 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 chair or director by consultation with the faculty of the department. The appointment may be terminated by the chair or director, by the dean after consultation with the faculty, or by written request to the dean of two-thirds of the faculty of the department or school.<sup>[1]</sup>
- 2 There will be an annual evaluation of all department chairs. The promotion and tenure committee (excluding the department chair) 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 chair and the dean.
- 3 When it is known that a chair 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 chair 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, Executive Dean for

Regional Campuses, 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.

## **1 Search**

- a. 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.
  - i. The committee should be small enough to work effectively but large enough to accomplish its task. (A reasonable range is six to fourteen.)
  - ii. In case of an academic appointment, the chair of the committee will be a faculty member.
  - iii. 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 Tenure Track 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 chairs.
  - iv. 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.
  
- b. 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. The committee is responsible for ensuring that affirmative action principles are observed. It will meet with the Officer of University Equity and Civil Rights Compliance (ECRC) early in its deliberations.
  
- c. The deliberations of all search committees and their final report will be in confidence.

## **2 Appointment**

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.

## **3 Annual Evaluation**

- a. The Board of Trustees is responsible for the annual review of the President.
- b. 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.
- c. 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.
- d. In the case of academic deans,<sup>[2]</sup> a committee of Tenure Track faculty, half of whom will be appointed by the faculty senators<sup>[3]</sup> 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. Tenure Track, Instructional, and Clinical 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 anonymous with no tracking of individual responses to different questions (such as "respondent 12 answered X to question 1 and Y to question 2"). As a general rule, different constituencies' responses should be disaggregated (e.g. Instructional and Clinical Faculty Responses). However, if after the data has been returned, and if the committee determines that the number of Instructional or Clinical Faculty responses is so low as to place any individual at professional risk it can take the extraordinary action of not disaggregating as appropriate. 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.
- e. 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.
- f. 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 1.D](#)).

#### **4 Comprehensive Review**

- a. 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 and will be completed recently enough that it clearly provides meaningful feedback prior to any reappointment. Evaluations should be completed within the regular academic year.
  
- b. 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.
  
- c. 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<sup>[2]</sup>, 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.
  
- d. 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)<sup>[3]</sup> from the college or regional campus in consultation with the chair of the Faculty Senate.
  - i. The remainder of the faculty and other members will be appointed by the Provost. The faculty members serving on the committee will elect the chair from their own number.
  
  - ii. 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.
  
  - iii. 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 and 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 faculty serving on the committee will be Tenure Track faculty. The committee will provide an evaluation form to all Tenure Track, Instructional, Clinical Faculty, and any other identifiable constituents deemed appropriate by the committee, 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. As a general rule, different constituencies' responses should be disaggregated (e.g. Instructional, Clinical Faculty, office staff, etc.). However, if after data has been returned, and if the committee determines that the number of Instructional Faculty, Clinical Faculty, or other constituency responders is low enough to place any individual at professional risk, it can take the extraordinary action of not disaggregating data as appropriate.

- iv.* The review committee will conclude its 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 Tenure Track 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 that would lead to the restoration of confidence of the faculty.
- v.* 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.
- vi.* 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.
- vii.* 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 Tenure Track faculty may thereby call for the Provost to schedule the comprehensive review for the next year.

## **5 Termination**

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.

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### Endnotes

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

[2] The regional deans and the Director of the Center for International Studies 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. [12.020](#).

### 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 If you are participating in an authorized University activity (departmental trip, music or debate activity, ROTC function, or athletic competition), you can obtain notification from the sponsoring office. If you are in the military reserves and reserve training including reasonable travel time to training locations may fall upon class days, a letter from the commander of your military reserve unit showing the date of the absence and the reason for it will serve for prior notification.

- 2 Students who receive medical or dental care from OhioHealth O’Bleness Hospital, Ohio University Campus Care or other health care facilities are expected to request official notification from the staff at the time of their visit stating that they were seen on a particular day, in order to present the instructors of classes necessarily missed for this reason verification of the date(s) and times they received such care. It is the responsibility of the student to request and obtain such notification.
- 3 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 (e.g., 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 their 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 chair or director.
- 5 When requirements of dress or other items of personal appearance are made for reasons of academic or other justifiable relevance to the particular course of study or activity, 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 their choice.

- 6 When requirements of dress or other items of personal appearance are made for reasons of health or safety, they shall be such that they affect the student only when the student is on property owned or controlled by Ohio University or participating in activities sponsored by Ohio University.

**E Teaching Associate Dress and Appearance Requirements**

- 1 The student who is a teaching associate 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 they teach 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 but are not limited to cheating, plagiarism, forgery, furnishing false information to the University, and alteration or misuse of University documents, records, or identification. Ohio University has a two-tiered approach to responding to cases of academic misconduct. First, academic misconduct typically occurs in the classroom and should be handled in accordance with policies specified in the syllabus of a particular class (see [Section IV.A.3](#)). If an instructor suspects academic misconduct she/he should carefully investigate and document the case and, if academic misconduct is discovered, provide the student with a written statement documenting the misconduct and explaining what sanctions, penalties, or other actions will be taken as a result.

Second, instructors may also report cases of academic dishonesty to the Director of the Office of Community Standards and Student Responsibility for further action; however, by so doing, an instructor does not in any way relinquish the right to assign the student a grade consistent with the grading policy and academic dishonesty statement contained in the syllabus (see [Section IV.A.3.c](#) and e). After consultation with the instructor, the Office of Community Standards and Student Responsibility may recommend that the instructor handle the situation solely as a classroom issue, that a letter of concern be sent to the student, and/or that the case be officially referred to that office so that formal hearing procedures

can be initiated. Any student referred to the Office of Community Standards and Student Responsibility because of academic misconduct 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.

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## **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, religion, color, sex, sexual orientation, national origin, ancestry, gender identity or expression, mental or physical disability, or military veteran status. 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 Office of the Ombudsperson**

The ombudsperson'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 their 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 ombudsperson 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 Dean of Libraries, or refer to the Policy and Procedure Manual No. 93.002 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 Tenure Track 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 (see Section II.E.5).

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 Tenure Track 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)**

February 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).
November 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).
May 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.6, II.E.7, and II.E.8)**

September 15	Tenured faculty eligible for promotion request letter of evaluation from chair if desired. (Probationary faculty receive evaluation letter annually without requesting one.)
February 1	Chair provides probationary faculty with annual letter of evaluation regarding progress toward tenure.
Last Day of Fall Semester Exams	Chair notifies faculty member in writing of departmental recommendation for promotion and/or tenure. Dossiers go to the dean's office by the first day of spring semester.

March 1	Dean notifies chair and candidate in writing of rejection of department recommendation for promotion/tenure
April 1	Provost notifies dean, chair, 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.3, and II.E)**

February 1	Chair 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.
July 15	Contracts sent to all continuing faculty members unless deadline extended by Faculty Senate. Second-year contract for probationary faculty includes a written form verifying tenure dates and deadlines.

**4 Resignations (Section II.K)**

April 15	Faculty member gives notice of resignation in writing to the 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)**

First day of Spring semester.	Written application from faculty member to department chair.
March 15	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 terms).
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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 terms).
30 days	For each administrative level (department chair, 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 terms).
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)**

One semester	For retention of all material used to determine a student's grade, unless returned to student or alternate policy provided at beginning of semester. Spring-semester material must be kept on file through Fall semester.
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**C Calendar Days**

All references to “days” in this section and throughout the Handbook refer to calendar days unless otherwise specified. Summer break, winter break, and spring break are not counted toward the times allows for appeals and other processes. Summer break commences on the day after the last day of spring semester final examinations and ends with the first day of classes for fall semester. Likewise, winter break begins on the day after the last day of fall semester final examinations and ends with the first day of classes for spring semester. Spring break is nine days long. When a deadline falls on the weekend or other day which the University is closed, it shall be interpreted as falling on the next day the University is open.

**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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