

**UNIVERSITY OF THE VIRGIN ISLANDS  
FACULTY POLICY MANUAL**

June 2008 FPM Recommendations for Approval by the Board of Trustees

**PURPOSE AND SCOPE**

The purpose of this document is to define the policies governing the faculty of the University of the Virgin Islands (UVI). Where the Faculty Policy Manual (FPM) is silent on any issue the Employee Policy Manual published by the Human Resources Department in the University will apply. Where the Faculty Policy Manual references other policy documents approved by the Board of Trustees those policies will apply. In all other cases this Faculty Policy Manual approved by the faculty, the administration and the Board of Trustees is the defining policy document unless and until change is approved by the board of trustees.

Generic terms are used in the 2008 FPM referenced Provost for the Chief Academic Officer (CAO); and a President/CEO. Other referenced terms are chair for “Academic Supervisor” and dean for “Unit Manager.” The basic functional academic entity is “Unit” which is the division. Evaluation, tenure and promotion procedures are a dual peer review system centered in the academic units.

In addition to the provisions of this policy manual the University has established and provided training for a mediation process and in-house mediators. This opportunity is to provide and alternate dispute management and resolution. The provision of which will be included in the Employee Policy Manual.

This document shall be maintained by the Provost and published in electronic format. Changes will be promptly entered as soon as required approvals are obtained. Printed copies of each revised document shall be placed in archives in the Provost's Office and the campus libraries.

New faculty members will be issued a current copy of this document.

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Dr. A. I. Musah,  
Provost & Professor

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## **1. INSTITUTIONAL CONTEXT**

From the UVI Strategic Plan, Vision 2012 - Transforming Our Future:

### **Vision**

The University of the Virgin Islands will be an exceptional U.S. institution of higher education in the Caribbean dedicated to student success, committed to excellence, and pledged to enhancing the social and economic transformation of the U.S. Virgin Islands.

### **Mission**

The University of the Virgin Islands is a learner-centered institution dedicated to the success of its students and committed to enhancing the lives of the people of the U.S. Virgin Islands and the wider Caribbean through excellent teaching, innovative research, and responsive community service.

### **Core Values**

- 1. Students First.** Students are our most important stakeholders. We value student-centered learning and a campus climate that promotes school spirit. We believe putting students first bolsters enrollment and retention, and responding effectively to student needs promotes satisfaction and commitment to the university.
  
- 2. Learning and Scholarship.** Learning and scholarship for our students, our employees and the community. We value personal growth and seek to continuously learn as an organization while being responsive to our changing environment.
  
- 3. Excellence.** Excellence in all we do. We are committed to upholding high academic standards and providing a nurturing and supportive educational environment. We continuously seek opportunities for improvement.
  
- 4. Teamwork.** Teamwork and accountability are essential to achieving institutional goals and objectives. We promote the growth and development of faculty and staff through ongoing training and professional activities. We advocate high standards of performance for students, faculty and staff while creating a supportive environment that encourages individual and group success.
  
- 5. Collegiality and Shared Governance.** We believe students, faculty and staff are partners with the administration in decision making on issues that impact the university. We believe students, faculty and staff stakeholders should be active participants in any proposed institutional change.
  
- 6. Inclusiveness of Ideas.** We value mutual respect for everyone, expressed through fairness and equitable treatment. We embrace multiculturalism and recognize the unique contributions of all people. We value open communication and the candid exchange of thoughts and opinions.

**7. Principled Leadership.** We believe optimal results are best achieved by collaborating with employees to solve problems and reach solutions. We advocate planning and joint goal-setting to advance the mission and vision of the university.

**8. Supporting Our Community.** As members of the university, we have a shared responsibility to support our local community which is demonstrated through enthusiastic, responsible service. We value our university and encourage the active participation of everyone through cooperation and communication.

**9. Effective Use of Technology.** We view technology as a tool to enhance teaching and learning and to improve the effectiveness of our educational and administrative processes.

**10. Equitable Reward System.** We support a performance-based system that recognizes and values the contributions of all employees. We value equal opportunity and upward mobility for everyone.

## **2. PRINCIPLES**

### **2.i General Principles**

The Faculty Policy Manual of the University of the Virgin Islands is based on the following principles.

**2.i.a** The faculty shall enjoy the rights and privileges of academic freedom in their teaching, research and service consistent with most recent AAUP guidelines[ See Appendix--].

**2.i.b** The faculty shall support the University's mission and be committed to excellence in teaching, research, and service.

**2.i.c** The faculty bear primary responsibility for curriculum, student assessment, grades and certification of graduates.

**2.i.d** The University shall seek to attract and retain an outstanding faculty committed to its mission. To assist in achieving this goal, the University will endeavor to provide competitive compensation commensurate with peer institutions.

**2.i.e** The University is committed to a system of shared governance and believes that students, faculty and staff should actively participate in the process. This includes collaboration with faculty in defining the organization, structure and management of academic units and components.

**2.i.f** The University is committed to protecting the right of due process for all faculty, staff and students.

**2.i.g** Changes to procedures involving faculty shall be made in collaboration with faculty.

## **2.ii Teacher/Scholar Model**

### **2.ii.a Scholarship of Teaching**

This domain is concerned with the specific roles the faculty plays for students, potential students and promoting UVI as a model teaching institution that promotes the guidance of students. “Teaching” is synonymous with learner guidance. Teaching encompasses the process of imparting knowledge and information effectively, facilitating independent learning, advising, mentoring, counseling, assessing, and being examples of moral and ethical behaviors. Through pedagogical research faculty continually examines and shares ways UVI students learn and the means to assess their learning.

### **2.ii.b Scholarship of Discovery**

This domain connects the process of research and the dissemination of it. As a teaching and land grant institution, UVI will foster research and its dissemination--not just to advance knowledge for its own sake, but also to share knowledge with other scholars and inform constituencies beyond the walls of academe. Dissemination of research can include, but is not limited to scholarly publications in journals and books, professional conference presentations, sharing research concepts with the general public, and artistic works based on discipline specific research (i.e., poetry, music, multimedia products).

### **2.ii.c Scholarship of Service**

This domain speaks directly to the social relevance of UVI. The focus is on faculty’s commitment to making a positive contribution to the Territory and wider Caribbean through scholarly efforts. These activities might be an outgrowth of ongoing scholarly work or might be the catalyst for new scholarly areas. Service includes, but is not limited to leading and/or facilitating UVI and its served communities in activities for change, improvement and/or enhancement, mentoring professional/novice scholars, consultative activities, policy analysis, lobbying, program evaluation, critiques of artistic productions, techniques or activities, book reviews, and program development.

### **2.iii Nepotism**

No faculty appointment may be made when the appointee will be supervised by another member of his/her immediate family, or where another member of his/her immediate family will be responsible for making recommendations concerning his/her salary or promotion, except with the consent of the President. When it is unavoidable for a faculty member to teach classes in which immediate family members are enrolled, the faculty member should discuss the issue with their Academic Supervisor. Faculty are expected to ensure that all students are treated equitably in all respects.

### **3. TERMS OF EMPLOYMENT**

The terms and conditions of every faculty contract shall be in writing consistent with the Faculty Policy Manual and other published policies, with a copy supplied to the faculty member.

### **4. FACULTY**

#### **4.i Definition of Faculty**

Faculty are UVI personnel whose primary function is to ensure academic excellence in instruction, scholarly activities and public service and who hold academic or qualified academic rank.

#### **4.i.a Tenured Faculty**

Tenured faculty are faculty who are on a continuous contract absent adequate cause for termination.

#### **4.i.b Tenure-track Faculty**

Tenure-track faculty in the pre-tenure period may become eligible for tenure subject to other provisions as outlined in Section 5.xii of this policy manual. Tenure-track members of the faculty are employed by contracts that are renewable at the option of the University. The duration of employment of pre-tenured faculty shall be fixed by contract. Contracts of pre-tenured faculty may be for periods of up to three years. A new contract may be offered to a tenure-track faculty member depending on the performance of the faculty member under an existing or prior contract. Except for terminal contracts, if the University does not intend to offer a new contract to a tenure-track faculty member at the expiration of his or her current contract, notice will be given according to the terms of Section 5.viii. Eligibility for tenure and procedures for obtaining tenure are described in Sections 5.x and 5.xii of this policy manual.

#### **4.i.c Full-time Non-tenure track Faculty**

Faculty holding full-time (1.0 FTE) non tenure-track (FT-NTT) appointments are employed by contracts that are renewable at the option of the University. FT-NTT faculty may be employed on multi-year contracts. Contracts may be renewed if funding sources and/or other circumstances permit; however, there shall be no presumption that contracts will be renewed. Individuals with a contract exceeding one semester shall be notified by the University at least five months before the expiration of the contract whether there will be a new contract. However, failure on the part of the University to do so may not be taken as evidence that a new contract will be forthcoming. Faculty holding FT-NTT appointments may hold any academic rank, and are eligible for promotion, but are not eligible for tenure.

FT-NTT positions may be changed by due process to tenure-track with the agreement of the faculty member. Alternately, FT-NTT faculty may apply for an open tenure-track position,

but there is no presumption of special consideration. All or a portion of years of uninterrupted service in a regular full-time position at the University of the Virgin Islands may be considered towards tenure if it is in the best interest of the faculty member to do so. The determination of the number of considered years towards tenure will be made in consultation with the faculty member at the time of appointment to the tenure-track position.

#### **4.i.d Adjunct Faculty**

Adjunct faculty are employed by contract for a specified period of not less than one semester, with a load of at least 0.25 FTE and less than 1.0 FTE. Contracts may be renewed if funding sources and/or other circumstances permit; however, there shall be no presumption that adjunct contracts will be renewed. Individuals with a contract exceeding one semester shall be notified by the University at least five months before the expiration of the contract whether there will be a new contract. However, failure on the part of the University to do so may not be taken as evidence that a new contract will be forthcoming. Expectations of Adjunct faculty are commensurate with the size and scope of the faculty member's contracted load and duties. Adjunct faculty with a contracted load of more than 0.5 FTE may be entitled to some or all of the rights, privileges and responsibilities of full time faculty. Adjunct faculty who carry a load of more than 0.5 FTE and have other non-instructional faculty duties can be provided with full or prorated benefits. Adjunct faculty contracts may be combined with contracts within different University Units to form joint appointments.

#### **4.i.e Visiting Faculty**

Positions are designated as visiting when the faculty member is on leave from another institution, or is replacing a UVI faculty on leave. Visiting faculty are employed by contract for periods not normally exceeding one academic year. The Visiting designation does not be applied to positions that are expected to continue. Contracts may be renewed if funding sources and/or other circumstances permit; however, there shall be no presumption that visiting contracts will be renewed. Visiting faculty with a contracted load of more than 0.5 FTE may be entitled to some or all of the rights, privileges and responsibilities of faculty. However, expectations are commensurate with the size and scope of the faculty member's contracted load and duties. Visiting faculty who carry a load of more than 0.5 FTE and have other non-instructional faculty duties can be provided with full or prorated benefits.

Visiting faculty may apply for an open tenure-track position, but there is no presumption of special consideration. The faculty member may request that all or a portion of years of uninterrupted service in a position at the University of the Virgin Islands be considered towards tenure. The determination of the number of considered years towards tenure will be made in consultation with the faculty member at the time of appointment to the tenure-track position.

#### **4.i.f Community Faculty**

Individuals with expertise or experience who are deemed qualified by the University to teach, engage in research, mentor students, work in collaboration with university faculty, or

provide other valued service to the institution. These individuals enter into a special contractual agreement with the University that is consistent with the services being provided.

#### **4.ii Faculty Ranks**

The order of the ranks of the faculty of the University of the Virgin Islands is Instructor, Assistant Professor, Associate Professor, and Professor.

##### **4.ii.a Determination of Initial Rank**

The criterion for determining the initial rank of a faculty member shall be based on academic degrees, teaching and work experience. UVI will not promote, upon hire, experienced faculty to a rank above their current or an equivalent rank at UVI until they are eligible for promotion under the terms outlined in the Faculty Policy Manual. UVI reserves the right to place a new faculty at one rank below that which he or she is qualified, according to the criterion outlined in this document, in the case where the candidate does not have at least one year of experience in the rank for which he/she is qualified.

Faculty ranks at UVI are Instructor, Assistant Professor, Associate Professor and Full Professor. If an incoming faculty is recruited from an institution of higher learning that utilizes a different ranking system, a recommendation of the initial rank to the Provost on a case-by-case basis will be made by the Unit Manager in consultation with the Academic Supervisor.

##### **4.ii.b Instructor Requirements:**

Masters degree in desired field

Appropriate experience as determined by the Unit Manager in consultation with the Academic Supervisor

##### **4.ii.c Assistant Professor Requirements:**

A faculty member must meet the following criteria to be considered for the rank of Assistant Professor:

Ph.D. or other terminal degree in the field in which the faculty member is being hired **OR**

Masters degree in a desired field **AND** either

Seven (7) years of teaching experience according to the calculation of teaching experience **OR**

Five (5) years of teaching experience and two (2) years of related professional experience according to the calculation of teaching and professional experience.

##### **4.ii.d Associate Professor Requirements:**

A faculty member must meet following criteria to be considered for the rank of Associate Professor

Ph.D. or other terminal or in the field in which the faculty member is being hired **AND**

Demonstrated professional achievement **AND either**

Seven (7) years of related teaching experience according to the calculation of teaching experience **OR**

Two (2) years of related teaching experience and five (5) years of related professional experience according to the calculation of teaching and work related experience.

**4.ii.e Full Professor Requirements:**

A faculty member must meet following criteria to be considered for the rank of Full Professor:

Ph.D. in desired field or other terminal degree **AND**

Demonstrated professional achievement **AND**

Demonstrated academic leadership qualities and experience **AND**

twelve (12) years of related experience, five (5) of which must be at the rank of Associate or Full Professor, with at least nine (9) of the years in teaching

**5. FACULTY RESPONSIBILITIES AND EVALUATION FOR RETENTION, PROMOTION AND TENURE**

**5.i Faculty Load**

A full time load for teaching faculty is 24 credits per academic year. Load in each semester should fall within 2 credits of the normal 12 credits per semester. Assignments consisting of more than 14 or less than 10 credits in a given semester must have the approval of the affected faculty member. Faculty who are underloaded in the Fall semester, must accept the complementary overload in the following Spring semester. Faculty who are overloaded in the Fall semester are only required to accept the complementary underload in the Spring semester. If a Unit Manager assigns less than 24 credits to a faculty member in an academic year, the faculty member's compensation is not affected. If a Unit Manager assigns more than 24 credits to a faculty member in an academic year, this must be done with the approval of the affected faculty member who will, in accordance with published policies, receive additional compensation for any load carried above 24 credits (see Section 6).

The teaching duties of each academic Unit shall be regarded as a joint responsibility of all its members, to be divided as far as possible by mutual agreement, with proper attention to the interests and activities of all. It shall be the responsibility of the Academic Supervisor to make decisions when agreement is lacking, and to submit the complete schedule of teaching assignments to the Unit Manager for approval, who will forward the schedule to the Provost.

As a general rule, the number of course preparations should not exceed what is reasonable for the discipline and type of courses being taught (normally no more than 4-6 course preps per year).”

Where the best interests of the Unit are served, the Unit Manager, in consultation with the Provost may reassign a member of the faculty to other duties.

Where the best interests of the University are served, the President, in consultation with the Provost may reassign a member of the faculty to other duties.

Fall semester overloads will be paid within ten working days of the last day to drop classes without penalty (census date), of the spring semester, if appropriate. (ARSA)

## **5.ii Criteria for Performance Review and Evaluation**

Duties of all faculty shall fall into the categories described below and be consistent with institutional mission, vision and core values. The faculty member's accomplishment in each area should be evaluated when decisions are made with respect to appointment, reappointment, salary, promotion and acquisition of tenure. It should be noted, however, that the awarding of tenure is not automatic. Tenure is not necessarily a consequence of the renewals of appointments, salary increases or promotion. In considering tenure, the University is obliged to weigh the criteria in terms of the future as well as the past.

The value of a faculty member to the University results from the possession of a number of different qualities. In enumerating certain of these, it is not intended to formulate a rigid set of standards, nor to require that all faculty attain a stated minimum in each of the items. The value of each person is rather to be judged in totality against the following indicators of attainment and growth.

### **5.ii.a Teaching responsibilities or other assigned duties**

Teaching assignments shall include, but not be limited to: course preparation, use of appropriate instructional technology and standard pedagogy and best practices in instruction for the field, student mentoring, maintaining a supportive classroom environment, employment of appropriate assessment tools, timely and appropriate feedback to students and timely submission of rosters and grades.

The teaching duties of each academic Unit shall be regarded as a joint responsibility of all its members, to be divided as far as possible by mutual agreement, with proper attention to the interests and activities of all. It shall be the responsibility of the Academic Supervisor to make decisions when agreement is lacking, and to submit the complete schedule of teaching assignments to the Unit Manager for approval, who will forward the schedule to the Provost.

As a general rule, the number of course preparations should not exceed what is reasonable for the discipline and type of courses being taught (normally no more than 4-6 course preps per year).”

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Where the best interests of the University are served, the President, in consultation with the Provost may reassign a member of the faculty to other duties.

In addition to fulfillment of teaching assignments, faculty will be evaluated on their teaching performance and effectiveness.

In particular:

- Instructional competence and techniques, including use of different teaching modalities-- e.g., team teaching, cross disciplinary teaching, distance learning, use of computer technology in instruction
- Skills relevant to particular disciplines
- High standards in evaluating student performance
- Concern and availability to students
- Advising and counseling of students

#### **5.ii.b Scholarly, creative and artistic achievements**

The mission of UVI requires all faculty members to maintain involvement in the Scholarship of Teaching. UVI recognizes that engagement in the Scholarship of Discovery and the Scholarship of Service are expressions of self. As such, during an academic career, faculty may shift emphasis between the two. UVI acknowledges these seasonal shifts of emphasis and encourages flexibility between them.

Faculty are expected to be active in teaching and scholarly activities based on the teacher-scholar model (Section 3.ii). The University of the Virgin Islands (UVI) is a teaching, land-grant and learner-centered institution. To achieve this mission, faculty engage in three domains that are not mutually exclusive. The domains are: scholarship of teaching, scholarship of discovery and scholarship of service. Through the three domains, faculty addresses continuing challenges and circumstances in the US Virgin Islands and the wider Caribbean.

The University is expected to promote scholarship and to provide reasonable support for faculty in achieving this.

Creative and artistic achievements should consist of new products that add to the development of the discipline or reflect an addition to the area of culture and based on scholarly substantiation.

There are many ways in which faculty can demonstrate professional competence and achievement in this area. These include, but are not limited to:

- Faculty research, publications, relevant creative or professional productivity
- Student research projects and publications; preparation of students for advanced studies
- Classroom action research.
- Keeping current, especially in rapidly developing and changing fields
- Presentation of papers and lectures

- Participation/leadership in curriculum evaluation, design and revision independently and/or in consultation with others; developing innovations in curriculum
- External/grant funding activities
- Evidence of continued study and growth
- Consulting services - related to discipline
- Activities in professional societies
- Participation in seminars and conferences beyond attendance

**5.ii.c Other Contributions to Students' Intellectual, and Professional Growth and Development**

Progressive and appropriate academic advisement and mentoring  
 Student/faculty collaborative scholarship  
 Preparation of students for advanced studies, or employment

**5.ii.d Service to division/school and university**

Committee membership and participatory service, with a preference to leadership roles  
 Student recruitment and retention  
 Participation in the development and implementation of the University's initiatives, strategic thrusts, and programs  
 Constructive involvement in activities of other University components  
 Participation in grants that develop the institution  
 Participation/leadership in curriculum evaluation, design and revision.

**5.ii.e Service to the community**

Involvement with and leadership in civic, religious and other community organizations, events, and projects especially those that utilize the faculty member's professional expertise or leadership

**5.ii.f Continuing preparation and study within one's academic discipline, and potential for continued productivity.**

Activities in professional societies  
 Participation in seminars and conferences  
 Evidence of professional development plans that incorporate new ideas, trends, and skills that further the mission and strategic thrust of the University and that maintain a consistent level of excellent output.

Attaining advance degrees relevant to the employment status at UVI.

**5.ii.g Additional Provisions**

All faculty are required to be available for scheduled activities and assignments during the contract period (e.g. convocation, advisement, registration, Unit meetings, and Faculty meetings). Faculty who have compelling reasons to be absent from convocation should request permission from the appropriate University official. Faculty who have compelling reasons to be absent from assigned duties should request permission from their Unit

Managers.

All teaching faculty are expected to be on-campus and available to advisees for at least 3 hours on each day of regular on-site registration during orientation week.

All teaching faculty are required to schedule at least 7 office hours per week, scheduled on at least three days per week, and are expected to meet with students at other times when necessary.

Faculty are expected to meet the deadlines for timely submission to the appropriate office of all documents and reports

Teaching faculty who travel away from their designated headquarters on a day when they have scheduled duties, whether for professional or other reasons, and regardless of the source of funding, shall submit a Travel Authorization to the division Chair/School Dean/Provost Designee in advance as per published guidelines.

Unit Managers are required to record in writing any significant instances of failure to attend scheduled duties.

### **5.iii Outside Activities and Conflict of Interest**

It is required that full-time faculty members will devote their time and service to the University on a full-time basis. However, a faculty member may engage in other commercial and public service activities in addition to his/her work at the University. Such activities should be tied to the University's mission and do not simply have the character of a second position or another job. Where professional commitments of this sort are being considered, a faculty member should consult with the Unit Manager to ensure that their responsibilities will not be diminished by this outside activity. Faculty are required to sign a conflict of interest form annually.

### **5.iv Professional Development Plans and Annual Reviews and Evaluation**

Faculty evaluation maps to the fundamental principle of attracting and retaining outstanding faculty and provides a framework for the faculty development. Evaluations help faculty attain promotion and tenure and promote dialog on activities essential to the University's fulfillment of its mission.

The performance of all members of the faculty with the exception of tenured professors shall be evaluated annually, and each faculty member will be officially informed of the result of that evaluation no later than December 15, barring factors beyond the control of the University. Tenured full professors will be evaluated every three years, at the conclusion of the term of their Professional Development Plans (see section x). The standards against which faculty are evaluated are described in Section 5.ii.

#### **5.iv.a Tools of Evaluation**

Evaluations will employ a uniform set of tools for all academic Units of both campuses of the University. The specific application of these tools will allow for flexibility, depending on the special situation in each division.

Student Evaluations - It is mandatory that all classes in every Unit be given the opportunity to evaluate the instructor. The Student Evaluation of Teaching form will be administered in a uniform fashion. The evaluation will be administered once a semester during the final two weeks of instruction; the faculty member will not be present when the students are completing the forms; the forms will be delivered directly to the office of the Unit Manager by someone other than the instructor of the course; the evaluation forms will not be available to the instructor until after final grades for the course are submitted. The results of the evaluation will be tabulated by the office of the Unit Manager and given to the faculty member within four to six business weeks of the evaluation.

Classroom Observations - Academic Supervisors or senior members of faculty designated by Academic Supervisors will request permission to visit at least one class taught by each faculty member in each Unit each year. The specific class or classes to be visited will be determined in advance by means of consultation between the observer and the individual faculty member. The observer or the faculty member will have the option of requesting another faculty member to visit additional classes to make evaluations. The results of the class visits will be shared with the faculty members in individual conferences and included in the annual evaluation of faculty members (or the periodic evaluation of tenured full professors). Faculty members have the right to refuse permission to others to enter their classes. Such refusals must be stated in writing and submitted to the Academic Supervisor.

Record of Activities and Self-Evaluation - Each faculty member in each Unit, with the exception of tenured full professors, shall submit a Record of Activities (ROA) annually. The ROA will include information about work in areas relevant to contract renewal, promotion, and tenure, as reflected in the Faculty Policy Manual. Each faculty member will submit the Record of Activities form to his/her Academic Supervisor who will consider the information prior to preparing the annual written evaluation. In addition, a copy of the completed form must be appended to the Academic Supervisor's evaluative summary and included in the faculty member's permanent file.

Publications - If faculty wish publications to be considered in annual evaluations, they must submit copies to their Unit Manager as soon as they are available. Unit Managers will, in turn, submit them to the Provost. A central publication file will be maintained in the Office of the Provost.

Sabbatical Report - If a faculty member completes a sabbatical leave during the evaluation period, the Academic Supervisor will evaluate the outcomes of the sabbatical in addition to work done outside the sabbatical period. Upon returning from sabbatical leave, the faculty member will submit to the Academic Supervisor, with a copy to the Unit Manager and Provost and Retention, Promotion and Tenure (RPT) Committee, a complete documentation

of sabbatical activities. The Academic Supervisor will evaluate the sabbatical activities by comparing the faculty member's sabbatical proposal with the faculty member's report.

## **5.v Pre-tenure Faculty Professional Development Plans**

### **5.v.a General Statement of Principles**

Professional Development plans are an integral part of pre-tenure review processes and are to be developed by all tenure-track faculty members in consultation with the appropriate Academic Supervisor and approved by the Unit Manager. The Professional Development Plan is intended to assist faculty in balancing their areas of responsibility and maintaining a focused plan to assure adequate professional development. The written Professional Development plan documents an agreement between the faculty member and the Unit Manager, defining the faculty member's plan for professional activity and growth.

Pre-tenure Professional Development plans provide a basis for tenure-track faculty to be assured that they are developing in directions that will be appropriate for award of tenure. The Professional Development Plan provides the institution and administration with an opportunity to guide faculty development in directions that will benefit the institution. Development of a pre-tenure Professional Development plan, and review of success in implementation, is one component of the process for promotions and tenure award.

### **5.v.b Timing of Professional Development Plans**

Tenure-track faculty are required to develop an initial growth plan. The period covered by the plan will usually be three years but a shorter interval may be negotiated between the faculty member and Unit Manager in cases where faculty appointed to tenure track positions have previous experiences which are eligible for inclusion in tenure eligibility. Completion of this planning period coincides with the mid-tenure review. A second plan is required for the length of time remaining before tenure review.

Faculty Professional Development Plans are due for submission to the Unit Manager by the midterm of the spring semester following appointment to a tenure track position. Faculty appointed in the middle of an academic year will submit plans at the midterm of the fall semester of the following year.

Materials for subsequent mid-tenure review are due to the Unit Manager by the end of the fourth week of class of the semester following the completion of a Professional Development Plan period. Evaluations and feedback are to be provided to the faculty member six weeks after submission of the materials.

### **5.v.c Content of Professional Development Plans**

Professional Development Plans should address the following issues:

- (1) A description of goals and objectives in each of the areas of faculty responsibility described in section five.
- 2) A description of how the plan will contribute to the mission and effectiveness of the faculty member's Unit and the University
- (3) A statement of how achievement of the plan will further the faculty member's goals with regard to promotion or tenure;
- (4) A description of institutional and non-institutional support needed to implement the plan and how it has been agreed that support will be provided or how it will be sought. Contingency plans should be included in case planned funding does not become available.

#### **5.v.d Relative Assessment Weights in Professional Development Plans**

Faculty responsibilities include teaching, scholarship, contribution to the University and professional service/contribution to the community. Individual faculty may seek to focus more on some areas than others. The Professional Development Plan is an opportunity for faculty and the Academic Supervisor with approval of the Unit Manager to agree on the focus and balance of activity and development in a way that capitalizes on the strengths and interests of the faculty member while assuring contribution to the mission and goals of the institution and the Unit.

In response to changing faculty opportunities and changing university needs, the focus and emphasis may change through negotiated agreement between the faculty member and Unit Manager. The changes are to be recorded in the faculty member's personnel file as an amendment to the Professional Development Plan.

#### **5.v.e Support for Implementation of Professional Development Plan Goals**

An important part of every Professional Development Plan is identification of support, including funding, necessary for the successful implementation of the plan. When agreeing to a growth plan, all parties should take care to not have the plan depend on support, internal or external, which is unlikely to be provided. Additionally, it is encouraged and expected that every plan will also include contingency plans should some or all of the support not be obtained. (e.g. If the plan depends on receipt of grant funding, the plan should include what will be done if the funding is not received.) When it has been determined that significant portions of the plan's necessary support will not likely materialize, the plan should be modified through agreement between the faculty member and the Unit Manager. The reasons for the modification and the new plan should be documented as an amendment to the plan.

#### **5.v.f Assessment of Success in Achieving Professional Development Plan Goals**

Success in meeting goals in Professional Development Plans will be initially assessed by the Academic Supervisor who will discuss his written assessment with the member of the faculty. That assessment and any response the member of the faculty chooses to make will

be submitted to the Unit Retention, Promotion and Committee and will be appended to, and become part of the report of the committee (See section 5.vi for description of the Unit Retention, Promotion and Tenure Committee.)

Upon completion of their review of the faculty member's Professional Development Plan, the review committee will forward a copy of their written evaluation to the faculty member under review, to the faculty member's Unit Manager, to the Academic Supervisor, and to the Provost. It shall be treated as confidential and shall not be released to individuals other than those involved in pre-tenure review, or involved in evaluations for promotion or tenure, or involved in providing professional development support, performance incentives, or compensation awards. The growth plans are to become a part of the faculty member's file.

The Unit Manager will append to the report his/her own assessment comments which will become part of the report. The faculty member may respond to the report with written comments which will also be appended to and become a part of the report.

For tenure-track faculty who have not yet been awarded tenure, the evaluation at the end of each Professional Development Plan constitutes a pre-tenure review. The evaluation report will include a detailed and comprehensive statement focusing on the faculty member's strengths and weaknesses in regard to his/her case for tenure, and provide explicit suggestions for improvements. The report will be forwarded to the University Promotion and Tenure (UPT) Committee and to the Provost as input to the tenure review process.

Files of the Professional Development Plan reviews of faculty members shall be maintained in the Provost's Office and the faculty member's Unit during his or her tenure at the University, and shall be returned to the faculty member or destroyed at his discretion at the conclusion of his employment at the University.

#### **5.v.g Relationship of the Professional Development Plan to Annual Evaluations**

Annual evaluations focus on progress within a single year while professional development plans provide a long term context of development goals. In his or her annual Record of Activities (Section 5.iv.a), each tenure-track faculty member shall assess his or her progress toward the goals articulated in the Professional Development Plan, and adjust the annual Performance Objectives accordingly. In cases where institutional or external funding necessary to the fulfillment of the Professional Development Plan has not been forthcoming, the faculty member may formally modify those goals in the annual Record of Activities, which shall then be appended to the Professional Development Plan.

#### **5.vi Process of Annual Evaluations**

The Academic Supervisor shall make a formal written evaluative summary of each faculty member's performance and potential (with the exception of tenured full professors) not later than November 20 of each year. The evaluations will employ the tools described in section 5.iv.a, and be based on standards described in Section 5.ii . The Academic Supervisor will discuss the written evaluative summary with the faculty member concerned, and the faculty member will have the opportunity to reply in writing. When the faculty member being

evaluated is an Academic Supervisor, the evaluation will be done by the Unit Manager. The evaluative summary, together with the faculty member's reply and all supporting documentation, will be forwarded to the Unit Manager. The Unit Manager will review the evaluation package and forward it with an endorsement and/or comments to the unit Retention, Promotion, and Tenure (RPT) Committee.

The composition and procedures of the Unit RPT committee will be determined by the Unit Manager and the Unit in consultation with the Provost with approval of a majority of the faculty in the Unit.

The Unit RPT will conduct the initial evaluation based on the written evaluative summary of the Academic Supervisor, the response to the evaluative summary from the Unit Manager and the supporting documentation. The RPT will evaluate the performance of each faculty member and assign a rating.

The RPT will give its recommendations in writing to the Unit Manager no later than December 15 who in turn will share the information with the Provost and the faculty member. The Unit Manager, Academic Supervisor and Chair of the RPT will convene a post evaluation conference with each faculty member to discuss the ratings and recommendations.

#### **5.vii Process of Retention**

In cases where a decision must be made on the renewal of a contract, the unit Retention, Promotion and Tenure Committee will forward its annual performance evaluation ratings (section 5.vi) to the Unit Manager. The annual evaluations, in addition to other circumstances such as funding and programmatic needs, will be considered by the Unit Manager when making recommendations to the Provost whether or not a contract is to be renewed and the length of the contract period. If a faculty member's overall performance is rated Satisfactory or above any recommendation for non-renewal must be accompanied by a written rationale/justification for the recommendation.

The President will, on the recommendation of the Provost and with consideration of the recommendation of the Retention, Promotion and Tenure Committee and other documentation make final decisions for renewal and length of contracts.

#### **5.viii Additional Provisions on Retention of Tenure-track Faculty**

##### **5.viii.a Length of Contracts for Tenure-track Faculty**

The following guidelines have been established for recommending length of contracts for tenure-track faculty. The guidelines are based on the faculty member's pre-tenure period.

Initial Contract: 1 year if service begins in the Fall semester, or 1 1/2 years if service begins in the Spring semester. This period is regarded as probationary.

Second contracts and beyond: These contracts always begin in the Fall and are at least -2 years in length, but not more than 3 years.

For faculty with 6 years remaining in the pre-tenure period: Contract should be two years.

For faculty with 4-5 years remaining in the pre-tenure period: Contract should end two years prior to the conclusion of the pre-tenure period.

For faculty with 3 years remaining in the pre-tenure period: Contract should end one year prior to the conclusion of the pre-tenure period (2 years).

For faculty with 1-2 years remaining in the pre-tenure period: Contract should end one year after the conclusion of the pre-tenure period.

5.viii.b. The initial employment of a tenure-track faculty member shall be considered probationary employment. During the term of an initial employment contract, a tenure-track faculty member's contract may be terminated by the University without adequate cause provided that prior notice is given according to Section 5.viii.d.

5.viii.c. Where there is clear evidence of satisfactory overall performance as determined by evaluation, subsequent employment of a tenure-track faculty member may offered based on the guidelines in section 5.vii.a. So long as the performance of the individual continues to meet standards, additional contracts may be offered until a decision on tenure has been made.

5.viii.d If the contract of a tenure-track faculty member is not to be renewed by the University, written notice shall be given to the faculty member in advance of the expiration of his or her contract. A faculty member on an initial contract shall receive such notice at least five months prior to the expiration of his or her contract. Other faculty members shall receive such notice at least seventeen months prior to the expiration of their contracts. However, the final pre-tenure contract extends one year beyond the pre-tenure period and is terminal if tenure is denied.

5.viii.e A tenure-track faculty member whose performance is found to be unsatisfactory shall be so informed in writing as described in the cases below:

5.viii.f A tenure-track faculty member on an initial contract shall be given notice that no new contract will be offered by the University.

5.viii.g A tenure-track faculty member on a contract (other than an initial contract) with a remaining term of less than seventeen months whose performance is unsatisfactory will be so informed and shall be given notice:

(a) That if a new contract is offered it will be a terminal contract; or

(b) That the current contract or the terminal contract shall be terminated for adequate cause and subject to grievance as provided by Section 9.

5.viii.h A tenure-track faculty member, on a contract (other than an initial contract) with a remaining term of seventeen months or more, whose performance is unsatisfactory may be given notice that

(a) No new contract will be offered by the University; or

(b) That the current contract shall be terminated for adequate cause and subject to grievance as provided by Section 9.

5.viii.i To enhance its ability to retain a qualified faculty that is focused on the achievement of its mission, the University reserves the right to permit contracts to expire in accordance with their terms. Whenever such expiration is contemplated, notice will be given in accordance with Section 5.viii.d.

5.viii.j A terminal contract is a contract offered to a faculty member whose employment will be discontinued by the University. A faculty member on a terminal contract is not entitled to notice of the University's intention not to renew prior to its expiration.

#### **5.ix Process for Promotion**

The University Promotion and Tenure Committee (see section 5.xi for description of University Promotion and Tenure Committee) will evaluate applications for promotion to the next rank. Promotion considerations should be initiated by an individual faculty member who regards herself/himself as eligible for promotion to the next rank. A letter of application should be addressed to the Provost and forwarded through the Unit Retention, Promotion and Tenure Committee and the Unit Manager with a copy to the Academic Supervisor. The Academic Supervisor will draft a recommendation which will be discussed with the applicant who may append a response. This recommendation shall be forwarded to the Unit manager and to the RPT and shall become a part of the documentation for review of the application for promotion.

Applications for promotion should be accompanied by appropriate documentation. In addition to the general standards described in Section 5.ii. the specific standards defined in section 4.iii. for each faculty rank apply to promotions. The unit Retention, Promotion, and Tenure Committee will provide a recommendation to the Unit Manager, with a copy to the applicant. If the Unit Manager concurs with the recommendation of the unit Retention, Promotion, and Tenure Committee, he/she will forward the recommendation to the University Promotion and Tenure Committee with a letter of support. If the Unit Manager disagrees with the recommendation, he/she will provide an independent evaluation to the Provost and the University Promotion and Tenure Committee. Copies will be provided to the candidate, who will be given an opportunity to respond in writing. The University Promotion and Tenure Committee will examine all evaluation materials and make a recommendation to the Provost. The Provost will make a final determination on promotion.

Final action on promotions will be taken by the President, informed by advice from the Provost and with due consideration to the recommendations received.

## **5.x Process for Tenure**

### **5.x.a Management Structure for Tenure Approval**

The management structure for granting tenure at the University consists of the Academic Supervisor, RPT, Unit Manager, the UPT, the Provost, The President and the Board of Trustees. The process begins with review of the candidate's application by the Unit's RPT and proceeds successively through approval by UPT, Provost and President until Board of Trustees makes the final decision on the recommendations from the preceding levels.

### **5.x.b. Tenure Procedures and Critical Dates**

5.x.b.1 The Provost will inform candidates in writing of their eligibility for tenure by September 1st. The candidate will submit a portfolio of relevant achievements to support his or her application for tenure to the appropriate Academic Supervisor and Unit Manager by October 1<sup>st</sup>.

5.x.b.2. On receipt of the portfolios from eligible candidates, the Unit Manager will make them available to the Units' RPT for its review. The Academic Supervisor will attach a recommendation and forward the portfolio to the RPT by October 15th. The RPT will then forward the portfolio and their recommendation to the Unit Manager by December 1st. The Unit Manager will then append a recommendation on the tenure application and forward to the Provost's office by December 15th.

5.x.b.3. The candidate will be allowed to review the portfolio and be offered an opportunity to append a written response which then becomes a part of the record. The Provost's Office, by January 10<sup>th</sup>, will notify the UPT that portfolios with recommendation are available for review..

5.x.b.4. The UPT will send recommendation s to the Provost by March 15th.

5.x.b.5 On receipt of the UPT's recommendations, the Provost will review them and forward recommendations to the President by April 15<sup>th</sup>.

5.x.b.6. The President will review the recommendations from the Provost and the UPT and forward recommendations to the Board of Trustees through the Academic, Research & Student Affairs Committee by May 1st. Upon review by Board Committee tenure applications will be considered by the full Board at the June meeting.

5.x.b.7. Failure to meet any of the preceding dates by the responsible party will not by

itself negate the process for that particular year, individual or group of candidates.

### **5.x.c. Other Procedures**

5.x.c.1. Other procedures affecting the tenure process are listed in Appendix-----

### **5.xi Composition of University Promotion and Tenure Committee**

The University Promotion and Tenure (UPT) Committee shall be comprised of one tenured faculty members from each Unit, elected at the level of the Unit by a secret mail ballot conducted by the Office of the Provost by Oct. 31, after lists of those eligible to serve and those eligible to vote have been verified by the Faculty. Subsequently, two at-large members shall be elected by the faculty by the same process. Members will be elected by approval voting. All faculty members who are eligible for promotions and hold the rank of professor, associate professor, assistant professor, and have served at UVI for at least one (1) year comprise the Electorate for the UPT.

### **5.xii Eligibility for Tenure Consideration**

To be eligible for tenure consideration, a faculty member must be employed in a tenure-track position in the rank of Assistant Professor, Associate Professor, or Professor and must possess at least seven years experience as a full-time member of the faculty of an institution of higher education in the rank of Assistant Professor, Associate Professor or Professor. At least five years of service must be at the University of the Virgin Islands. For faculty members who have been continuously employed for seven years at the University of the Virgin Islands, service in the rank of Instructor, up to a maximum of two years, may be counted towards tenure. Evaluation for tenure will occur in the last year of the pre-tenure period as described in Section 5.viii, providing that the faculty member has had a minimum of four comprehensive annual evaluations at the University of the Virgin Islands.

Experience in a non tenure-track faculty position at the University of the Virgin Islands may be counted toward tenure in the case of faculty members whose status is subsequently changed to a tenure-track faculty without a break in employment at the University. In such cases, the length of the pre-tenure period is determined in consultation with the faculty member at the time of appointment to the tenure-track position (see section 4.iii)

### **5.xiii Terms of Employment with Tenure**

Faculty members granted tenure render services to the University on a contract which can be terminated by the University only for adequate cause. Tenure is applicable only in the academic Unit in which it is granted. If a tenured faculty member transfers to another Unit, tenure in the old Unit shall be forfeited. However, tenure in the new Unit may be recommended by the Provost and the President to the Board, following Board procedure, but without following the procedure described in Section 5c.

Individuals who hold tenure while serving in an administrative capacity shall be assured of the right to return to their teaching position as tenured members of the faculty for the duration of full-time service with the University.

#### **5.xiv Special Appointment with Tenure**

In certain circumstances (e.g. the recruitment of a Unit Manager or of a named chair or provost, or recruitment of a senior member of academia with extensive qualifications in teaching and/or research) the University may wish to give an initial contract with tenure, or to offer employment with tenure prior to the completion of seven years of service. As in all other cases, the decision on tenure shall not be final until it is approved by the Board of Trustees.

#### **5.xv Appeal of Tenure Recommendation**

The faculty member may appeal UPT recommendation in writing to the *Faculty Grievance Committee* and request an opportunity for a personal appearance to present his or her case, subject to the following conditions:.

The appeal to the Faculty Grievance Committee must be based on the grounds that UPT's recommendation was unjustified because: (1) UPT did not follow its stated procedures in arriving at this recommendation, or (2) the recommendation was arbitrary and capricious, lacking a substantial basis in fact, or (3) the recommendation was related to a violation of the faculty member's constitutional rights.

Any such appeal must be supported by a written statement supporting the faculty member's contention that UPT's recommendation was in violation of one or more of the grounds for appeal presented above.

The appeal and supporting statement must be submitted to the *Faculty Grievance Committee* not later than 10 calendar\_days after receipt of notice of UPT's recommendation.

At the conclusion of the *Faculty Grievance Committee's* deliberations, they will make a recommendation, within 21 days of the grievance filing, to the Provost stating that either the appeal is not valid and UPT's recommendation should remain unchanged, or that the appeal is valid and that appropriate corrective action should be taken by the Provost to reflect the outcome of the grievance.

If the President of the University decides not to recommend to the Board of Trustees that a faculty member be granted tenure, the candidate will be informed by the President, in writing, of his or her recommendation.

In the event that the faculty member is not satisfied with the recommendation of the President, a written appeal may then be made to the Board of Trustees in accordance with the Board's policy on appeal procedures. The faculty member's written appeal and all

tenure documents will be presented to the Board. The faculty member may appeal the President's recommendation to the Board subject to the following conditions:

The appeal to the Board must be based on the grounds that the President's recommendation was unjustified because: (1) the institution did not follow its stated procedures in arriving at this recommendation, or (2) the recommendation was arbitrary and capricious, lacking a substantial basis in fact, or (3) the recommendation was related to a violation of the faculty member's constitutional rights.

Any such appeal must include a written statement supporting the faculty member's contention that the President's recommendation was in violation of one or more of the grounds for appeal presented above.

#### **5.xvi Professional Development Plans for Tenured Faculty**

The purpose of Professional Development Plans for tenured faculty is to require tenured faculty to develop Professional Development Plans in conjunction with their Unit and/or immediate academic supervisors, in order to associate their personal professional goals with the strategic goals of their academic programs and the University. Periodic review of professional development plans shall not be undertaken or used for the purposes of sanction or dismissal of tenured faculty members, which are governed by the standards set forth in Article 8.v, Termination of Employment by the University.

#### **5.xvi.a Faculty Professional Development Plans for Tenured Faculty**

The basis for post-tenure review at the University of the Virgin Islands shall be a three-year Professional Development Plan as described in Section 5.v for pre-tenure Faculty Professional Development Plans. Tenured faculty are encouraged to voluntarily change the direction of their long-term planning by undertaking professional development goals which further the strategic goals of the University.

Tenured full professors shall not be required to produce an annual Record of Activities (Section 5.iv.a), during the period covered by their Professional Development Plan. At the conclusion of the term for which the Professional Development Plan was written, each faculty member shall assess his or her progress toward the goals articulated in the Professional Development Plan in a Record of Activities covering the entire period of the Professional Development Plan. This will substitute for the annual Record of Activities for the purposes of promotion.

#### **5.xvi.b Peer Review of the Professional Development Plan for Tenured Faculty**

At the conclusion of the term for which the Professional Development Plan was written, it shall be reviewed by the Retention, Promotion, and Tenure Committee (RPT Committee) of the Unit to which the faculty member belongs. The purpose of the review shall be to provide constructive feedback to the tenured faculty member to assist in setting appropriate goals for the subsequent Professional Development Plan.

#### **5.xvi.c Use of Professional Development Plan Reviews**

Upon completion of their review of the faculty member's Professional Development Plan, the Unit RPT Committee will forward a copy of their written evaluation to the faculty member under review, to the faculty member's Unit Manager or immediate academic supervisor, and to the Provost. The faculty member may provide a written response to the review, which then becomes a part of the record.

The report of the review committee may be used as evidence by the faculty member in an application for promotion, in which case it may be released to those directly involved in the promotional review process, but it may not be used as evidence of unsatisfactory performance in a disciplinary or dismissal proceeding.

Files of the Professional Development Plan reviews of faculty members shall be maintained in the Provost's Office and the faculty member's Unit.

#### **5.xvi.d Implementation of Professional Development Plans for Tenured Faculty**

In the academic year following that in which this policy is approved, and in each of the two years following, approximately one-third of the faculty members in each Unit currently holding tenure will be asked to prepare Development Plans, with the assistance of the Unit Manager; thereafter, in following years, faculty members shall prepare their new Professional Development Plan at the conclusion of their prior plan. Faculty members newly awarded tenure shall prepare a Professional Development Plan in the academic year immediately following the awarding of tenure.

#### **5.xvi.e Support for Implementation of Professional Development Plan Goals**

An important part of every Professional Development Plan is identification of support, including funding, necessary for the successful implementation of the plan. When agreeing to a growth plan, all parties should take care to not have the plan depend on support, internal or external, which is unlikely to be provided. Additionally, it is encouraged and expected that every plan will also include contingency plans should some or all of the support not be obtained. (e.g. If the plan depends on receipt of grant funding, the plan should include what will be done if the funding is not received.) When it has been determined that significant portions of the plan's necessary support will not likely materialize, the plan should be modified through agreement between the faculty member and the Unit Manager. The reasons for the modification and the new plan should be documented as an amendment to the plan.

#### **5.xvii Funding for Professional Development**

The University provides funds to support faculty who engage in professional development activities, either as part of or separate from Professional Development Plans. Included among activities supported by funding is professional travel, particularly funding for presentations and other types of active participation. Faculty professional development is funded annually, and all full time faculty members are eligible to apply for these funds in accordance with published procedures. Funded activities may occur during the summer and

winter breaks as well as the fall and spring semesters; joint applications for specific projects are welcome. Approval for funding should be obtained before any commitment is made to an activity and prior to the time the expense is incurred.

## **6. FACULTY COMPENSATION AND BENEFITS**

### **6.i General Principles**

**6.i.a** The University Administration will continue to strive for Trustees' and legislative support of a level of compensation appropriate to a highly qualified faculty. This is important for two fundamental reasons: to retain present faculty who serve the University well, and to be able to continue to attract outstanding candidates for future faculty vacancies. A suitable reward system is an essential part of an overall strategy of maintaining and enhancing the academic quality and reputation of the University of the Virgin Islands.

**6.i.b** Consistent with this strategy, the following specific elements will be among the objectives of future compensation planning:

**6.i.c** Adjustments in overall compensation levels to help offset the impact of inflationary trends and thus, in so far as possible, to maintain real purchasing power;

**6.i.d** Recognition of the adverse effects on salaries of cost-of-living increases in the Virgin Islands;

**6.i.e** Continued support of professional development opportunities and their associated costs;

**6.i.f** Improvement of fringe benefits, in order to provide security against possible major short and long-term expenses, while offering immediate tax savings and increased disposable income;

**6.i.g** Implementation of a system of selective merit increments to be awarded in addition to general salary adjustments.

**6.i.h** It should be recognized that the University's ability to attain all of these objectives will, in fact, vary from year to year. The University does not address salary issues in a vacuum. It is affected, for example, by such annual, external factors as overall Virgin Islands government compensation policies and the territory's revenue expectations. Failure to prevail on all fronts should not be construed as abandonment; it should, instead, call for redoubled efforts in future budgetary requests.

**6.i.i** In working toward the above objectives, the Administration will engage in the customary faculty consultation. Subsequent faculty support of annual compensation plans will be especially helpful in the process of gaining Trustees' approval and adequate legislative appropriations.

**6.i.j** Finally, the Administration will continue to work with the faculty's representatives in exploring approaches to future compensation planning which would include comparisons with data from external sources.

## **6.ii Other Provisions**

**6.ii.a** Teaching faculty contracts are for a nine month academic year, with the salary paid in twelve monthly installments. However, as a convenience to the faculty, salary payments may, at the request of the faculty member, be made in nine monthly installments. If a faculty member's services terminate for any reason in the course of the academic year before the expiration of his/her nine month contract period, he/she will receive a payment from the University representing the amount of deferred salary due him/her.

**6.ii.b** The University acknowledges the importance of medical insurance as a critical part of compensation and will continue to provide group insurance with costs shared between the University and the employee as approved by the Board of Trustees. Faculty who fulfill their contractual obligations for the academic year to the university and duly notify the University in accordance with that Article 8.iv of the Faculty Policy Manual that they will not be returning for the subsequent academic year will be eligible for special summer health insurance coverage. The university will reimburse such faculty the conversion cost equivalent for continuing group health insurance coverage from the end of the spring semester to the beginning of the fall semester. This amount of coverage will be equal to but shall not exceed the coverage and the cost to the University had the faculty member continued employment with the university.

**6.ii.c** Summer salary for full-time faculty is based on \$1,500 per contact hour for up to six contact hours per summer session. Contact hours in excess of six per summer session are paid at the appropriate part time rate although overloads are discouraged and subject to administrative review. Courses with enrollments below 10 students are subject to administrative review and may be either cancelled or salary may be prorated. Courses enrolled above capacity are also subject to administrative review and additional salary may be awarded on a prorated basis.

**6.ii.d** Adjustment for major and long-term administrative responsibilities in addition to teaching for a member of the faculty is achieved either by a reduction in the teaching load or by an increase in salary. In the latter case, the increase is tied to the administrative responsibilities, and upon relief from these duties, the increase ceases.

**6.ii.e** *It is a policy of the University that tuition fees be waived for all courses taken by*

*members of the teaching faculty, their spouse and their dependent children. This benefit applies to any number of courses up to the limits for other students. The UVI Human Resources Management System Policies Manual contains details of eligibility for the benefit and processes for receiving the benefit, but no change in that manual which reduces or restricts the benefit shall apply to faculty and their immediate families unless that change is approved by the faculty, the administration and the Board of Trustees. This policy shall be in effect until November 2008 when a universal tuition waiver policy approved by the Board of Trustees supersedes this provision.*

**6.ii.f** Promotions in rank from Instructor to Assistant Professor, Assistant Professor to Associate Professor, and Associate Professor to Professor will receive at least 4 steps, but not less than a 6% increase in salary that is independent and separate from any annual pay increases.

## **7. ABSENCES AND LEAVES**

### **7.i. Leave Without Pay**

**7.i.a** The President may authorize leaves of absence without pay for members of the faculty when such a leave would further the growth of the University by providing an opportunity for a member of the faculty to strengthen his/her professional competence or if such a leave were otherwise justified by individual circumstances. Normally, leaves of absence shall not exceed two years. Leaves of absence must be approved annually.

**7.i.b** Faculty members desiring such leaves should apply through their Unit Manager to the Provost.

**7.i.c** During leaves of absence without pay, University contributions to retirement, medical insurance and other fringe benefits are suspended. However, if a faculty member on leave without pay wishes to continue to participate in insurance and retirement plans, he/she shall have the option of doing so, provided he/she pays the full costs.

**7.i.d** Periods of time spent on leave without pay will not be counted towards qualifications for promotion, tenure, or sabbatical leave unless otherwise agreed to.

### **7.i.e Leaves of Absence for Political Activity**

Leaves of absence without pay may be given to candidates for political office for the duration of an election campaign or a term of office as provided in the V. I. Code, Title 18, Section 2, Chapter 1, as amended from time to time, on timely application, and for a reasonable amount of time. The terms of such leave of absence shall be set forth in writing, as in Section a. ii above. The leave will not unfavorably affect the tenure status of a faculty member. (See Appendix IV for a copy of the V.I. Code)

**7.i.f Military Leave**

The University will comply with relevant federal laws governing leaves of absence for military service.

**7.i.g Family Leave**

The University will comply with relevant federal laws governing family leave.

**7.ii Sabbatical Leave**

**7.ii.a** Sabbatical leave is a privilege to be applied for in each case and is in no instance to be considered an earned right. Such leaves may be granted for the purpose of advancement of knowledge or professional improvement of mutual benefit to the University and the individual. The applicant should file a specific written application accompanied by a statement as to how the leave is to be used. The application should state clearly how the leave articulates, and promotes, the achievement of current strategic goals of the University. If a sabbatical leave is granted, the terms of the leave shall be stated in writing by the University.

This application shall be submitted to the Unit Manager who will make a written recommendation to the Provost concerning the merits of the proposal. The Provost, in turn, will review the application and the recommendations of the Unit Manager and make his/her recommendation to the President.

**7.ii.b** The sabbatical privilege is open to all full-time faculty who have been in full-time service to the University for at least seven years. However, sabbatical leaves cannot be considered for those also being considered for tenure. After a period of seven years of full-time service subsequent to the return, the faculty will be eligible for another sabbatical.

**7.ii.c** Sabbatical leave may be for one semester with full pay or two semesters with half pay.

**7.ii.d** All applications for sabbatical will be made at least one year prior to the date when the leave is to begin. The successful grantee will receive notification that the leave is granted at least three months before the end of the semester previous to the one in which the leave is to begin. The application shall contain:

A description of the activities to be pursued and the objectives to be achieved while on sabbatical, including adequate supporting information and specific details, such as a proposed plan of study or research and/or letters of acceptance or appointment.

A statement of the relationship between the planned activities and the advancement of knowledge or professional improvement of the individual.

A statement of the relationship between the planned activities and the current strategic goals of the University which they will promote.

Where appropriate, documents such as letters of acceptance or appointment, proposed courses of study, etc., should be appended to the request.

**7.ii.e** Upon return from sabbatical, the faculty member will submit a written report to the Unit Manager, the Provost, and the President indicating the extent to which the proposed goals of leave were accomplished.

**7.ii.f** Sabbatical leaves, except for a retiring member of the faculty who receives a waiver as described in Section 13 h, are granted with the expectation that the recipient will resume his/her previous duties at the end of the leave and continue to serve the University for a period of at least as long as that of the sabbatical leave. He/she will return at least at the same rank and salary which he/she had when the leave began. The granting of leave does not change the tenure status of the recipient.

**7.ii.g** A person on sabbatical leave who decides not to return, but to resign, is expected to give notice by April 1 of the year on leave (or November 1 if a Fall leave), and is required to return the compensation received from the University during his/her sabbatical leave.

**7.ii.h** A retiring faculty member who meets the eligibility for a sabbatical in Section 13.b may apply for a waiver of the requirement to return to duty at the end of the sabbatical. All other terms of the sabbatical leave policy will apply.

**7.ii.i** Faculty members on sabbatical leave will retain all the rights of teaching faculty members e.g., faculty fringe benefits appropriate to the duration of the sabbatical, pay increases if applicable, retention of tenure status.

### **7.iii Sick Leave**

**7.iii.a** In the event of a disability due to illness or accident, which prevents a faculty member from fulfilling his/her duties as a full-time faculty member, he/she shall be eligible for sick leave with pay up to the amount of accumulated sick leave acquired or the establishment of eligibility for disability insurance. Sick leave will accrue at the rate of one and one-third days per month, to a maximum of 12 working days per nine-month academic contract year. (Please refer to the Employee Policy Manual of record) All absences due to illness or accident will be deducted from the accumulated total of sick leave days. Summer school teaching or other summer employment will not result in sick leave accumulation.

**7.iii.b** For the purposes of this policy, "working days" means days during the regular fall and spring semester when, according to the University Catalog, University offices are open, exclusive of those days when classes are recessed for University authorized holidays.

**7.iii.c** When a faculty member is away from work for three or more consecutive days due to illness, a physician's certificate is required to document that illness. The certificate must include the specific date that the faculty member may return to work. Physician's certificates may also be required in other instances, such as suspected abuse of sick leave. The Unit Manager reserves the right to require a faculty member to get a second medical opinion at the University's expense. Faculty who fail to present a physician's certificate upon request will have his/her absences charged to Leave Without Pay.

**7.iii.d** Misuse and abuse of sick leave is an infraction of the University's regulations and is subject to disciplinary action, including suspension and termination. Under no circumstances may a faculty member use sick leave for vacation or personal leave purposes.

**7.iii.e** Any consecutive period of sick leave which spans more than two work weeks will be considered extended sick leave. Faculty with illnesses or injuries which cause them to be absent for more than two weeks must provide to their Unit Manager a physician's certificate with the following information:

- The general nature of their illness or injury
- The prognosis of their recovery
- The estimated date upon which they may return to work

Any changes in the faculty member's condition which may impact upon his/her expected date of return should be documented and presented immediately.

Copies of all documents concerning requests for extended leave, including physician's statements, must be forwarded to the Unit Manager immediately.

Faculty members on extended sick leave are required to keep the University informed through the Unit Manager of their address and of their medical condition.

**7.iii.f** If at the expiration of the sick leave period with pay the faculty member is still unable to resume his/her duties, he/she may apply for leave of absence without pay or disability leave, either until the end of the following academic year, or until expiration of his/her contract, whichever comes earlier. Such a request must be supported by medical evidence furnished by a physician and submitted to the Unit Manager.

**7.iii.g** A faculty member who is restored to his/her position will resume his/her duties as soon as practicable, given personnel and curriculum needs. In no event shall a recovered faculty member be kept on leave without pay for more than one semester.

**7.iii.h** Termination of appointments for medical reasons will be based upon clear and convincing medical evidence. If the faculty member so requests, his/her case may be reviewed by the University Promotion and Tenure Committee (UPT), constituted as a hearing committee, before a final decision is made by the President.

**7.iii.i** To help alleviate the financial burdens associated with long-term illness, the University will furnish a group total disability insurance policy to each member of the faculty who has been employed for at least one academic year. The University will pay the entire cost of this policy.

**7.iii.j** While on sick leave, a faculty member, upon his/her request to the appropriate administrator or faculty representative, will be forwarded the same written materials (memoranda, announcements, minutes, etc.) that are distributed routinely to active on-campus faculty members.

#### **7.iv Brief Absences**

**7.iv.a** Brief absences from normal duties may occasionally be necessary for personal or professional reasons.

**7.iv.b** Notification of such absences lasting less than three working days is to be made to the Unit Manager who will notify the Provost.

**7.iv.c** If the absence involves three or more working days, permission must be obtained from the Unit Manager.

**7.iv.d** Where feasible, requests should be made in writing and adequate provisions should be made to compensate for the absence either through obtaining a substitute teacher or assigning additional work.

**7.iv.e** Failure to comply with this provision is subject to disciplinary action, including forfeiture of pay, suspension, and/or termination.

### **8. SEPARATION**

#### **8.i Death of a faculty member**

In the event of the death of a faculty member, his/her contract is considered to be terminated. However, the University will pay a death benefit amounting to three-fifths of the faculty member's annual salary to his/her estate.

This payment will complete the financial obligations of the University.

The Human Resources Handbook should be referred to for other information and procedures pertaining to the death of a faculty member.

#### **8.ii Retirement**

There is no mandatory retirement age. Faculty will be allowed to work as long as they meet normal performance expectations and will be allowed to retire at a time of their choosing in

accordance with the policies of the retirement program in which they elect to participate, either TIAA/CREF or GERS.

Retirement benefits are administered in accordance with policies established in the UVI Human Resources Management System Policies Manual. Faculty members should refer to this manual or call Human Resources for information about continuance of insurance benefits after retirement.

Retired full-time faculty who have produced significant contributions to the University of the Virgin Islands through teaching, research, or service may be considered for the granting of emeritus status. (See Appendix V for the Board of Trustees policy on the conferring of emeritus status)

### **8.iii Suspensions**

If the University can document that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave to justify imposition of a severe sanction, such as suspension from service for a stated period, the University may institute a proceeding to impose such a severe sanction. The procedures outlined in Section 8.v.b and 9 will govern such a proceeding.

If the University can document—that the conduct of a faculty member justifies imposition of a minor sanction, such as a reprimand, it will notify the faculty member of the basis of the proposed sanction and provide the faculty member with an opportunity to persuade the University that the proposed sanction should not be imposed. A faculty member who believes that a sanction has been unjustly imposed, may petition the Faculty Grievance Committee (Section 21a) for such actions as may be appropriate.

In accordance with Title 17, Section 457 of the Virgin Islands Code, any faculty member suspended by the President shall have a right of appeal to the Board of Trustees.

### **8.iv Termination of Employment by faculty members**

A faculty member may terminate his or her employment at the end of an academic year, provided that he or she gives notice in writing at the earliest possible opportunity, but not later than April 1 of that academic year. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he or she would otherwise be denied substantial professional advancement or other opportunity.

### **8.v Termination of employment by the university**

#### **8.v.a General Policy**

Termination of employment of faculty with tenure, or of a pre-tenured or visiting faculty before the end of the specified term may be effected by the Institution only for adequate cause.

If termination takes the form of a dismissal, it will be pursuant to the procedure specified in Subsection b below.

Where termination of employment is based upon financial exigency, or bona fide discontinuance of a program or department of instruction, Subsection b below will not apply, but faculty members shall be able to have the issues reviewed by the faculty, or by the Faculty Grievance Committee (described in Section 9), with ultimate review of all controverted issues by the Board of Trustees. In every case of financial exigency or discontinuance of a program or department of instruction, the faculty member concerned will be given notice as soon as possible, and never less than 12 months' notice, or in lieu thereof he/she will be given severance salary for 12 months.

Before termination of employment because of the abandonment of a program or department of instruction, the institution will make every effort to place affected faculty members in other suitable positions.

If employment is terminated before the end of the contract period because of financial exigency or because of the discontinuance of a program of instruction, the released faculty member's place will not be filled by a permanent replacement within a period of two years, unless the released faculty member has been offered reassignment with a two-week period within which to accept or decline it. If the faculty member is reassigned to another position, he/she will be offered reappointment should the original position become available.

If employment is terminated before the end of the contract period for medical reasons, it will be based upon clear and convincing medical evidence provided by a physician selected by the University at the University's expense. If the faculty member so requests, his/her case may be reviewed by the University Promotion and Tenure Committee (UPT), constituted as a hearing committee, before a final decision is made by the President.

#### **8.v.b Dismissal Procedures**

Adequate cause for a dismissal will be related, directly and substantially, to the fitness of the faculty member in his/her professional capacity as a teacher or researcher. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

Dismissal of a faculty member with tenure, or with a special or probationary appointment before the end of the specified term, will be preceded by:

a statement of charges, framed with reasonable particularity by the Provost or his/her delegate discussions between the faculty member and the Provost looking toward a mutual settlement.

If mutual settlement is not obtained or achieved, dismissal proceedings will continue and the individual concerned will have the right to be heard initially by UPT, constituted as a hearing committee. Members will remove themselves from the case, either at the request of

a party or on their own initiative, if they deem themselves disqualified for bias or interest. Each party will have a maximum of two challenges without stated cause. Any member who also serves on the Faculty Grievance Committee (Section 9) will be excused. If necessary, the top three alternates to UPT will serve as replacements.

Service of notice of hearing with specific charges in writing will be made at least 20 days prior to the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges against him/her or asserts that the charges do not support a finding of adequate cause, the hearing committee will evaluate all available evidence and rest its recommendation upon the evidence in the record.

During the proceedings, the faculty member will be permitted to have an academic advisor and counsel of his/her own choice attend the hearing in an advisory capacity.

A verbatim record of the hearing or hearings will be taken and a printed copy will be made available to the faculty member without cost to him/her at his/her request.

The burden of proof that adequate cause exists rests with the institution, and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

The hearing committee will grant adjournment, for a reasonable and specified time to be determined by the Committee, to enable either party to investigate evidence as to which a valid claim of surprise is made.

The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence within a reasonable and specified time to be determined by the hearing committee. The administration of the institution will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control.

The faculty member and the administration will have the right to confront and cross-examine all witnesses. Where the witness cannot or will not appear, but the committee determines that the interests of justice require admission of the witness' testimony, the committee will permit such testimony to be given telephonically.

The hearing committee will not be bound by strict rules of legal evidence, and it may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.

The findings of fact and the decision will be based solely on the hearing record.

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, no public statements should be made by either party until the

completion of the hearing, and publicity about the case by either the faculty member or administrative officers will be avoided so far as possible until the proceedings have been completed, including consideration by the Board of Trustees. The President and the faculty member will be notified of the decision in writing and will be given a copy of the record of the hearing.

The hearing committee will determine whether or not adequate cause for dismissal has been established by the evidence in the record and so report to the President. The President must accept or reject the findings of the report, stating his/her reasons for doing so in writing before taking action.

In accordance with Title 17, Section 457 of the Virgin Islands Code, any faculty member dismissed by the President shall have a right of appeal to the Board of Trustees.

#### **8.v.c Action by the Board of Trustees**

Once the President initiates the dismissal or suspension order, the faculty member has a right to appeal the President's decision to the Board which will be carried out in accordance with the policy of the Board.

#### **8.v.d Terminal Salary or Notice**

If the appointment is terminated, the faculty member will receive his/her salary or notice in accordance with the schedule of notice to which he/she is entitled under Section 4c, or, if he/she has tenure, for at least one year. The provision for terminal notice or salary need not apply in the event that there has been a finding that the conduct which justified dismissal involved moral turpitude.

### **9. GRIEVANCE AND COMPLAINT PROCEDURES**

#### **9.i Definitions**

A grievance is a claim by a faculty member that the University, or someone acting on behalf of the University, has failed to comply with one or more of the provisions of the Faculty Policy Manual or other policy approved by the Board of Trustees in its treatment of, or dealings with, the faculty member.

A complaint is a claim by a faculty member that the University, or someone associated with it, other than students, is acting in such a manner as to unreasonably interfere with the faculty member's ability to perform effectively or to unnecessarily disrupt the faculty member's well being. Complaints concern issues, not grievances.

Complaints by faculty against students shall be handled by the appropriate student judicial processes as established in the student handbook.

The individual making a complaint or grievance will be referred to as the grievant. The individual or entity against which the grievance or complaint has been made will be referred to as the respondent.

#### **9.ii General Provisions**

The University recognizes the rights of faculty to file complaints and grievances, and will act expeditiously to address those complaints or grievances. It is expected that all parties will make a good faith effort to resolve problems quickly and fairly at the departmental level. Faculty are free to file complaints or grievances without fear of reprisal, coercion, or discrimination. All matters pertaining to the complaint or grievance process should be made in writing to all parties.

#### **9.iii Faculty Grievance Committee**

The Faculty Grievance Committee shall be comprised of the Faculty Chair, two faculty (one from each campus) elected according to the faculty by-laws, one other UVI employee appointed by the Provost and one at large member elected according to the Faculty By-Laws. The Faculty Grievance Committee is charged with managing grievances and complaints by forming hearing panels composed by members of the Faculty. It is the responsibility of the Faculty Grievance Committee to insure that all appropriate documentation be made available to all parties of the hearing and to call any witnesses requested by the panel in addition to those requested by the parties be called. The Faculty Grievance Committee will insure that the hearing panel's report is duly forwarded to grievant, complainant, and respondent and to the Provost. It is the responsibility of the Faculty Grievance Committee to report to the Faculty on all matters pertaining to the operations of the Grievance and Complaint process and when necessary to make recommendations to modify the process.

#### **9.iv Filing Procedures**

**Step One:** Faculty members who feel they have a grievance or complaint should request an interview with their immediate supervisor to discuss the matter. The request should be made in writing within thirty (30) days after the occurrence of the event being grieved, or within thirty (30) days after becoming aware of the event. Any grievance or complaint which is not presented within the aforementioned thirty (30) calendar days shall be considered waived. An exception to this provision is that for a grievance or complaint involving a continuing issue, the grievant may file the grievance or complaint at any time that he or she determines that the grievance or complaint will not otherwise be resolved and has become intolerable. The supervisor must schedule the interview within five (5) working days of receiving the faculty member's request. The supervisor's response to the grievant should be made within five (5) working days of the interview.

The faculty member should clearly state the following when discussing their grievance or complaint with their supervisor:

\* The specific event or circumstances being addressed.

- \* If a grievance, the provisions of the Faculty Policy Manual or other approved policy alleged to be violated.
- \* If a complaint, state the nature of the situation to be addressed.
- \* The specific relief desired.

**Step Two:** If the problem cannot be resolved to the satisfaction of both parties in Step One, the faculty member may request an interview with his or her Unit Manager. This request should be made within five (5) working days of the response from the supervisor. The faculty member and supervisor should meet with the Unit Manager and attempt to come to a solution. The Unit Manager's response to the grievant should be made within five (5) working days of the interview.

If the supervisor is the Unit Manager, the faculty member should proceed directly from Step One to Step Three.

**Step Three:** If the employee is still not satisfied after meeting with the supervisor and Unit Manager, he or she may file a written grievance or complaint with the Provost within five (5) working days of the Unit Manager's response.

The written complaint should include the following information:

- \* The specific event or circumstances being addressed.
- \* If a grievance, the provisions of the Faculty Policy Manual or other approved policy alleged to be violated.
- \* If a complaint, state the nature of the situation to be addressed.
- \* The specific relief desired.

The Provost will arrange an interview with the parties involved within ten (10) working days. The results of the meeting shall be documented with copies provided to all parties.

**Step Four:** If this meeting does not produce an amicable solution, and the grievant wishes to pursue the case further, he or she should forward the grievance or complaint to the Chair of the Faculty Grievance Committee within five (5) working days..

#### **9.v Hearing Procedures**

Within ten (10) working days of receipt of the formal grievance or complaint, the Faculty Grievance Committee shall conduct a preliminary review of the grievant's written statement within five (5) working days and make a recommendation to the administrator having authority over the issue being addressed as to whether a grievance or complaint should be heard by this body

The grievance or complaint must pass the test for definition of a grievance or complaint as cited in this section. Following the preliminary review, the Faculty Grievance Committee will meet to determine whether to treat the problem as a grievance or a complaint and then

will determine whether the grievance or complaint will be heard or denied as non-meritorious on its face. If the grievance or complaint is denied, the Faculty Grievance Committee will recommend to the Provost that the grievance or complaint be denied and the Provost will then inform the grievant in writing of his decision within 10 working days

If a grievance or complaint is to be heard, the Faculty Grievance Committee will constitute a Grievance Hearing Panel that will consist of 3-9 individuals. This selection will be based on the nature of the complaint or grievance. Hearing panels will be selected from members of the faculty by the Faculty Grievance Committee with one member selected from any other component involved in the grievance or complaint.

Upon receipt of the request for a hearing, the Grievance Hearing Panel shall meet to schedule a hearing in a timely manner. The Panel shall notify the grievant of the time and nature of the hearing within ten (10) working days of receipt of the request for a hearing.

Should a hearing be held, it will be conducted in a manner that is fair to all parties involved with both the grievant and the charged party being allowed to present their side of the issue and to call such witness or offer such documentation as to support their side of the issue.

At the conclusion of the hearing, the Grievance Hearing Panel shall submit a written report to the Faculty Grievance Committee. The Faculty Grievance Committee shall submit a written report to the administrator having authority over the issue causing the problem, stating the Committee's recommendation regarding the resolution to the problem. This report shall be made within five (5) working days of the completion of the hearing. If the problem is a grievance, the Faculty Grievance Committee may recommend that the grievance be honored, granting the faculty member the desired redress; the Faculty Grievance Committee may recommend that the grievance be denied; or the Faculty Grievance Committee may recommend a compromise solution to the issue. In either case, the Faculty Grievance Committee should indicate how its recommendation relates to the Faculty Policy Manual provision or other university policy alleged to have been violated and whether it feels that such violation actually occurred. If the problem is a complaint, the Faculty Grievance Committee shall indicate its evaluation of the issue giving rise to the complaint and shall recommend a resolution to that issue in a manner that is reasonable and fair to the parties involved, given the nature of the complaint and the range of alternatives available to resolve it. Copies of the report shall be provided to the grievant, respondent, the Provost, and the President.

Upon receipt of the Faculty Grievance Committee's recommendation, the administrator having authority to implement it or oversee its implementation shall respond in writing within fifteen (15) working days to the Faculty Grievance Committee indicating his or her response to the Faculty Grievance Committee's recommendation. This response shall include a statement either accepting or rejecting the recommendation. If the recommendation is accepted by the grievant, respondent, and the administrator having

authority to implement it or oversee its implementation, the response will also include a statement of the efforts being made to put it into effect. If the recommendation is rejected by the grievant, respondent or administrator having authority to implement it or oversee its implementation, the response will also include a statement of the reason(s) for the rejection. Copies of the response shall be provided to the grievant, respondent, the Faculty Grievance Committee, the Provost, and the President. The President or the President's designee shall then have the right to make the final decision, subject, in a cases involving a dismissal or suspension of a faculty member, to their right to timely appeal to the Board of Trustees.

## **10. Revisions to the Faculty Policy Manual**

This Faculty Policy Manual will be amended by changes in applicable policies approved by the Board of Trustees. Any other proposed revision to this document shall be clearly labeled by its proposer as a policy change, a change in procedure, or a change in information. As a matter of form, each proposed revision should be in the form of an amendment to the document and clearly identify text or sections that it replaces or modifies and/or specify an exact placement in this document. In the event that proposed change does not follow this format a description of the alternative approach, accompanied by reasons for the alternative approach, must be submitted to and approved by the Board prior to development and submission of proposed changes.

### **10.i Changes in Policy**

Changes in policy shall be approved by the Faculty and by the President and subsequently by the Board of Trustees before inclusion in this document.

### **10.ii Changes in Administrative Procedures**

Changes in administrative procedures (those that do not involve the Board of Trustees) that affect the academy shall be developed in collaboration with the faculty and approved by the faculty and the President.

### **10.iii Informational Changes**

Changes that are purely informational (e.g., Current Salary Schedule) may be made at any time and shall be promptly disseminated to the Faculty.

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THE END

Official End of the Faculty Policy Manual