



**MERCY COLLEGE  
FACULTY HANDBOOK  
MAY 2019**

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# 1. GUIDING PRINCIPLES

## 1.1 STATEMENT OF PURPOSE

The purpose of the *Faculty Handbook* is to set forth the policies regarding the terms and conditions of employment for full-time core faculty employment at Mercy College, faculty rights and responsibilities, and the faculty role in the shared governance of the College. The procedural details of these aspects of the *Handbook* are described in the *Faculty Procedures Manual*. This Handbook forms a part of each faculty member's contract of employment with the College, along with other personnel and administrative policies of the College, as they may be adopted and amended from time to time, and the provisions of any individual appointment.

## 1.2 MISSION STATEMENT OF THE COLLEGE

Mercy College is committed to providing motivated students the opportunity to transform their lives through higher education by offering liberal arts and professional programs in personalized and high quality learning environments, thus preparing students to embark on rewarding careers, to continue learning throughout their lives and to act ethically and responsibly in a changing world.

## 1.3 PROFESSIONAL ETHICS AND CONDUCT

As stated in the *Statement of Professional Ethics*, Council of the American Association of University Professors (1987, revised 2009), the faculty,

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

*As teachers, faculty encourages the free pursuit of learning in their students. They hold before them the best scholarly standards of their disciplines. They demonstrate respect for the student as an individual and adhere to their proper roles as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to ensure that the evaluation of students reflects their true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment or discriminatory treatment of students and acknowledge significant assistance from students. They protect the student's academic freedom.*



*As colleagues, faculty have obligations that derive from common membership in the community of scholars. Faculty do not discriminate against or harass colleagues. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.*

*As members of their institution, faculty seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their right to criticize and seek revision. When considering the interruption or termination of their service, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.*

*As members of their community, faculty have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to their disciplines, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression that they speak or act for their College. As citizens engaged in a profession that depends upon freedom for its health and integrity, the faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom (AAUP, 1987).*

## **1.4 ACADEMIC FREEDOM**

As stated in the 1940 AAUP Statement on Academic Freedom (revised 1970), in an academic institution, the common good is advanced by the free search for truth and its free expression.

Academic freedom in both teaching and research is essential for this purpose. Freedom in research gives faculty wide latitude in the choice of research subjects and methods. Freedom in teaching gives faculty wide latitude in the choice of what to introduce into a course and how to treat it, consistent with the academic freedom interest of the College and its students. Both rights have correlative duties.

The researcher is entitled to broad freedom in research and the publication of results, subject to the adequate performance of their other academic duties. Research with a main purpose of pecuniary return requires an agreement with the Office of the Provost. Research on human participants must be approved by the Institutional Review Board (IRB), a standing committee of the College.

The teacher is entitled to broad freedom in the classroom in covering their subject, consistent with the academic freedom interests of the College and its students. To ensure the academic freedom of students as learners, whenever the teacher's personal views and opinions are explicitly introduced, they should be indicated as such. Material that has no direct relation to the subject of the course should be used in a limited way, if at all.

The concept of academic freedom is accompanied by an equally demanding concept of public responsibility. The college teacher is a citizen, a member of a learned profession, and a representative of

an educational institution. When a faculty member speaks or writes as a citizen, they should be free from institutional censorship or discipline, but the position of a faculty member as part of a learned profession imposes special obligations. In such instances, they should be accurate, exercise proper restraint, show respect for the opinions of others, and make every effort to indicate that they are not an institutional spokesperson.

## **1.5 SHARED GOVERNANCE**

Shared governance is the sharing of responsibility and accountability within a collegial decision-making process by faculty and administration about the institutional mission, academic policies and budget priorities. Under shared governance, each party endeavors to think in terms of the good of the institution as a whole and to work to reach agreement. All members of the college community should strive to create an atmosphere where ideas are shared and debated to ensure that decisions arise from the best collective wisdom.

The mission of shared governance is to create an atmosphere that fosters trust and mutual respect, to develop a collaborative attitude, to conduct open and transparent communication, and to focus on effective and informed processes in the support of student learning outcomes.

Essential to the spirit of shared governance is the faculty's primary responsibility in matters of academic activities as described in full in Section 4.1, Faculty Responsibilities.

## **1.6 AMENDMENT PROCEDURES**

Recommendations to amend, revise, or rewrite the provisions of the Faculty Handbook may be made by any member of the Core Faculty or by the Provost, the President or the Board of Trustees. All proposed amendments shall be forwarded to the Faculty Association, Faculty Senate, the Provost, and the President.

When an amendment is proposed, it shall be reviewed at the next Faculty Senate meeting. After discussion, the Faculty Senate shall act to create an *ad hoc* Faculty Handbook Committee for all reasonable proposals. The Faculty Senate may refer additional proposals to an existing *ad hoc* Faculty Handbook Committee.

The *Ad Hoc* Faculty Handbook Committee shall be made up of: the Provost; three administrators appointed by the Provost (one of whom will work with the committee to manage documentation); five members of Faculty Association (including the President of the Faculty Association), one of whom shall be elected to chair the committee; and four members of the Faculty Senate (including the President of Faculty Senate). The President of the Faculty Association shall call the first meeting within 30 days of the Senate meeting at which the committee was created. The committee shall operate under the most recent edition of *Robert's Rules of Order, Newly Revised*.

The *Ad Hoc* Faculty Handbook Committee shall conduct deliberations on the proposed amendment. As part of the deliberation process, the committee shall hold at least two meetings open to the entire Core Faculty, the minutes of which will be promptly shared with the Faculty Association, the Faculty Senate, the Provost and the President. Upon completion of its deliberations, the committee will forward its recommendation concerning the proposed amendment, to the Faculty Senate and the Faculty Association for review.

Either the Faculty Senate or Faculty Association may put the committee's recommendation to a full faculty vote if it determines that such a vote is warranted. The Faculty Senate and the Faculty Association will meet to form a joint recommendation, which shall be forwarded to the Provost and the President. The President then will forward a recommendation, along with a copy of the faculty's recommendation, to the Board Committee on Academic and Student Affairs for its deliberation and formal recommendation to the Board of Trustees.

It is recognized that periodically the *Faculty Handbook* should be completely reviewed and updated or revised. The Board of Trustees, the President or the Faculty Senate may each request such a complete review by written notice to the other two parties. Request for a full review must be substantive and would not normally take place if there has been a recent full review or active amendment process. A full review may be initiated with a consensus of the following: Board of Trustees, President, Provost, Faculty Senate, and Faculty Association. Once initiated, full review will follow the amendment process outlined earlier in this section through convening of an *Ad Hoc* Faculty Handbook Committee.

## **1.7 MISCELLANEOUS PROVISIONS**

### **1.7.1 COLLEGE BY-LAWS**

The College By-Laws, as they may be amended from time to time, are incorporated herein and made a part hereof. The faculty shall abide by and comply with those By-Laws and render their services in conformity with them.

### **1.7.2 NOTICES**

Unless otherwise stated, notices that are required to be given in accordance with this *Handbook* may be given: 1) to the College, by written notice delivered or mailed by U.S. mail, or via electronic communication to the Provost; and 2) to individual faculty members, by written notice delivered personally or mailed to the faculty member's address last known or via electronic communication. It is the responsibility of each faculty member to ensure that a current address is on file with both the Office of the Provost and the Office of Human Resources.

### **1.7.3 DEFINITIONS**

The following terms, as used herein, are defined as follows:

- "Provost" refers to the chief academic officer of the College.

- “Core Faculty” refers to full-time members of the faculty who, among other responsibilities, may vote on matters pertaining to shared governance.
- “Academic Unit” refers to a department or program that is headed by a Chair or Program Director who reports to a School Dean and that represents a field of knowledge.
- “Academic Unit Head(s)” refers to the core faculty member(s) who is the administrative leader in an academic unit (specifically, the Program Director or Department Chair where only one exists). For academic units in which there is both a Department Chair and a Program Director, the term “Academic Unit Head(s)” shall be understood to include both.

#### **1.7.4 DEFINITION OF FINANCIAL EXIGENCY**

For the purposes of this Handbook, financial exigency is understood to be a critical fiscal condition of the College as a whole that requires immediate and strong Board of Trustees action to preserve institutional fiscal integrity. Only the Board can make a determination of financial exigency.

## **2. FACULTY APPOINTMENTS AND CONTRACTS**

### **2.1 DEFINITIONS**

#### **2.1.1 FACULTY OF INSTRUCTION: CORE FACULTY AND FACULTY OUTSIDE THE CORE FACULTY**

The members of the Faculty of Instruction fall into several categories as defined by the different terms and conditions of their employment. The core faculty includes: professors, associate professors, assistant professors, and instructors.

In addition to the core faculty, other members of the Faculty of Instruction outside of the core faculty include: visiting faculty, lecturers, affiliate faculty, and adjunct faculty.

#### **2.1.2 TERMINAL DEGREE**

The terminal degree is defined as the earned doctorate from an accredited institution, or one of the specialty degrees represented in various disciplines. Nonetheless, each program reserves the right to determine the appropriate terminal degrees, in consultation with discipline faculty, School Dean, and the Provost, with the goal of alignment with the prevailing academic standards in a particular field and/or applicable accreditation standards. Every five years, as part of a program review self-study, the faculty in each program will determine the appropriate terminal degrees, in consultation with the School Dean and the Provost, with the goal of alignment with the prevailing academic standards in a particular field and/or applicable accreditation standards. At that time, each program must provide evidence of the prevailing standards for terminal degrees, or sooner if the program becomes aware of changes to prevailing standards. Such changes must be approved by the Institutional and Professional Standards Committee (IPS). Refer to the *Faculty Procedures Manual* for guidelines and a listing of recognized terminal degrees which will be updated annually after the completion of the annual program review schedule.

### **2.2 CORE FACULTY**

Core faculty receive yearly contracts issued by the Office of the President, after a recommendation from the School Dean and the Provost. These annual contracts are for all faculty on tenure, five-year continuous service, multiple-year, and annually renewable contracts for multiple-year track, and tenure-track faculty. Core faculty also includes pro-rata Faculty. These contracts are issued annually for 9 to 12 months.

The needs of Mercy College must be considered in determination of contract lines. Mercy College will maintain a balance of tenured, tenure-track, multiple-year and multiple-year track contract lines in order to retain the ability to adapt to changing needs in academic units and throughout the College.

The needs of academic units and the College are:

- The particular field of specialization required by program curriculum, discipline practice, accreditation or research focus;
- The balance of core faculty distribution by contract type (tenure, tenure track, non-tenure track);
- The balance of core faculty distribution by specialization; and
- Enrollment needs and/or viability of the major at Mercy College in the long term.
- These needs will be evaluated in the following situations:

Determining whether a faculty contract line is tenure-track or multiple-year track upon creation of a new faculty position;

- During the consideration of awarding of tenure;
- During the consideration of multiple-year contract application and renewal;
- During the consideration of a change of contract application from tenure track to multiple-year track contract.

### **2.2.1 INSTRUCTOR**

When academic units need to hire a faculty member who does not have a terminal degree in the discipline (as defined in Section 2.1.2) but possesses at least a master's degree in a relevant field, and has demonstrated academic and professional competence, the faculty member may be appointed at the rank of instructor.

### **2.2.2 ASSISTANT PROFESSOR**

For appointment to the rank of assistant professor, a candidate on a tenure track must hold a terminal degree, as defined in Section 2.1.2.

For appointment to the rank of assistant professor, a candidate on a multiple-year contract track must hold a terminal degree, as defined in Section 2.1.2., or the candidate must have at least a master's degree in a relevant field and completed at least three years of full-time college teaching, including service credit awarded at the time of appointment as described in Section 2.3.4, or its equivalent in research or professional accomplishments.

The candidate must also present further evidence of sufficient professional competence in teaching and service, and scholarly potential, which may include, e.g., graduate study, publications, presentation of papers, membership in learned societies, attendance at professional meetings, as well as, where applicable, technical accomplishments, public performances, exhibitions of work or professional experience.

### **2.2.3 ASSOCIATE PROFESSOR**

For appointment to the rank of associate professor, a candidate must hold a terminal degree, as defined in Section 2.1.2, must have successfully completed at least five years of full-time college teaching, including service credit awarded at the time of appointment as described in Section 2.3.4, and must show evidence of excellence in teaching and service, and significant scholarship in their field.

#### **2.2.4 PROFESSOR**

For appointment to the rank of professor, the candidate must have fulfilled all the requirements for the rank of associate professor, must hold a terminal degree as defined in Section 2.1.2, must have successfully completed a total of nine years or more of full-time college teaching, including service credit awarded at the time of appointment as described in Section 2.3.4, and must show clear evidence of outstanding work in the particular field, through teaching, service, scholarship, publication, and other professional and scholarly activities.

#### **2.2.5 CLINICAL FACULTY**

Clinical faculty are full-time core faculty who, subject to professional accreditation or standard practice of the discipline, are active practitioners in their discipline. The service of Clinical Faculty primarily addresses the clinical or practice needs of an academic program. In some cases, these faculty would, for example, oversee teaching, supervision and/or direction in practice settings, including offsite field or laboratory-based experiences.

Clinical faculty must hold at least a master's degree in a relevant field as determined by the program and have active professional licensure, registration and/or certifications as required in their discipline. A candidate for a clinical faculty position must demonstrate a high level of clinical and professional competence and currency as evidenced by teaching and clinical practice.

As core faculty members, clinical faculty are eligible for promotion in rank, have full voting rights in College elections, are expected to contribute significant service to their academic program, and are eligible to participate in faculty governance processes. As clinical faculty, they have workload expectations that differ from other teaching faculty and which are further described in Section 4.2.1.2.

Clinical Faculty are hired on a multiple-year contract track.

#### **2.2.6 PRO-RATA CORE FACULTY**

A core faculty member whose contract specifies less than a full teaching assignment will be considered *pro-rata*, with a reduced load. *Pro-rata* faculty are expected to fulfill all of the responsibilities of core faculty members in the areas of teaching, service, and scholarship commensurate with the prorated terms of their contracts. Their benefits and salary will also be prorated.

#### **2.2.7 PROFESSOR EMERITUS/EMERITA**

The title of Professor Emeritus / Emerita is granted to all full-time core faculty members with the rank of assistant professor, associate professor or professor who have retired from Mercy College with 20 years or more of full-time or equivalent service at Mercy College.

## **2.3 PROCEDURES FOR APPOINTMENT OF CORE FACULTY**

### **2.3.1 RECOMMENDATION OF A CANDIDATE/HIRING PROCEDURES**

Candidates for appointment to the core faculty are recommended to the Dean by a Faculty Search Committee comprised of three to five full-time core faculty from within the school. The faculty of each school shall determine a method for selecting and confirming members of the search committee. See the *Faculty Procedures Manual* for additional details regarding faculty searches.

The Faculty Search Committee will operate in accordance with procedures established by the Office of Human Resources as explained in the *Faculty Procedures Manual*.

The Faculty Search Committee will send to the Dean the names of two or three candidates for the position along with supporting documentation. The Dean will interview the candidates. The Provost (or the Provost's designee) may also interview the candidates. The Dean will then submit recommendations to the Provost, along with the faculty search committee's recommendations. After review, the Provost will then make a recommendation to the President.

### **2.3.2 APPOINTMENT**

Appointments are made by the President following a review of the Provost's recommendation.

A candidate for a member of the faculty of instruction will not be assigned courses or permitted to teach until the hiring process is completed and the faculty member is cleared for work by the Office of Human Resources.

### **2.3.3 TERMS OF INITIAL APPOINTMENTS**

All initial appointments to the faculty are annually renewable until a faculty member applies for and is awarded tenure in year six, or applies for and is awarded a multiple-year contract in year three. In the case of a faculty member appointed after the start of the academic year in September, the time clock for calculation for service year will begin on September 1 of the academic year immediately following the initial appointment.

### **2.3.4 COMPUTING AND APPLYING SERVICE CREDIT TIME**

Within 60 days of receiving the initial appointment letter to a core faculty position at Mercy College, newly appointed faculty may apply for service credit for the purposes of tenure or promotion, as applicable. If awarded, the faculty member will have the option, within 60 days of the start date of their appointment, to apply service credit, or to progress without counting any awarded service credit. Regardless of the service credit awarded, all newly hired faculty must follow the procedures described in Section 2.3.3, *Terms of Initial Appointments*. If a faculty member declines service credit, it cannot be reinstated or applied retroactively.



#### **2.3.4.1 SERVICE CREDIT FOR MULTIPLE-YEAR CONTRACT POSITIONS**

For the purpose of computing full-time college teaching service at the time of appointment to a multiple-year contract-track line, a maximum of three years credit will be awarded, in writing, towards promotion.

#### **2.3.4.2 SERVICE CREDIT FOR TENURE-TRACK POSITIONS**

For the purpose of computing full-time college teaching service at the time of appointment to a tenure-track line, a maximum of three years credit will be awarded, in writing, towards tenure and promotion. Multiple-year contract faculty who are appointed to a tenure-track line should refer to Section 2.5.6 for procedures of computing service credit at the beginning of the tenure-track appointment.

#### **2.3.4.3 CONSIDERATIONS FOR SERVICE CREDIT FOR ALL FACULTY LINES**

The following areas will be considered for service credit at the determination of the Provost:

- Up to three years of full-time college teaching on a ratio of 1:1;
- Research or laboratory positions will be counted for credit based on the formula of two years of research or laboratory experience as equivalent to one year of full-time teaching, with a maximum of two years of service credit;
- Professional experience directly related to the professional discipline will be counted for credit on the formula of two years of experience as equivalent to one year of full-time teaching, with a maximum of two years of service credit;
- Faculty with adjunct faculty teaching experience of at least 36 credits within the last five years will receive up to one year maximum service credit.
- Librarians will be awarded service credit for full-time librarianship on a ratio of one year of full-time service for 1 year of service credit, up to a maximum of three years.

#### **2.3.5 SUSPENSION OF TENURE CLOCK**

With the approval of the Provost, the tenure clock may be suspended for up to one year, to accommodate a leave of absence. In extraordinary situations, the Provost may grant an extension beyond this.

### **2.4 PROCEDURES FOR FACULTY APPOINTMENT OUTSIDE THE CORE FACULTY**

Faculty appointments outside the core faculty are typically made by the Provost upon the recommendation of the School Dean, who in consultation with school core faculty, has determined that the candidate has the appropriate credentials for the position. At the minimum, a master's degree in an appropriate field is required. The Provost (or Provost's designee) may then interview the candidates. Faculty outside the core are considered employees of the College, eligible for relevant benefits depending upon full or part-time status.

#### **2.4.1 APPOINTMENTS WITH RANK**

Upon the recommendation of a School Dean, the Provost may appoint a faculty member outside the core faculty to a rank commensurate with their credentials and years of experience, in recognition of the considerable experience of many of the College's part-time faculty, or in recognition of exceptional credentials.

#### **2.4.2 CATEGORIES OF FACULTY OUTSIDE THE CORE FACULTY**

##### **2.4.2.1 VISITING FACULTY**

A visiting faculty member (visiting professor, visiting associate professor, visiting assistant professor, visiting instructor, or visiting research faculty) is appointed to give instruction for a period of one year or less on a full-time basis. They are appointed by the President after consultation has taken place with the Provost who has in turn consulted with the School Dean and Department Chair. If the visiting faculty member is primarily engaged in research or other non-teaching academic activities, they may be designated as a visiting research faculty. In exceptional circumstances, a visiting faculty member may be reappointed. Visiting faculty may not serve in a capacity in which they supervise full-time core faculty.

##### **2.4.2.2 AFFILIATE FACULTY**

Affiliate faculty are practitioners who make a significant and sustained contribution to programs of Mercy College by precepting or otherwise providing supervision and instruction to Mercy College students in clinical settings over a period of one year or more. They have no duties other than those they undertake in agreeing to do the aforementioned. Affiliate faculty are expected to conform to the usual standards of professional conduct. Affiliate faculty receive neither salary nor benefits from Mercy College.

##### **2.4.2.3 LECTURER**

Faculty hired on an annual basis to teach a specified number of courses on a part-time basis are considered lecturers. They are appointed by the Provost on the recommendation of the School Dean. Lecturers are responsible for all aspects of teaching their assigned course(s), as well as for keeping office hours, student advising, attendance at department, school, and College meetings, and related activities. The appointment may be for one year or less; the contract may be renewed. For those faculty in this category with exceptional credentials or service, the title of Senior Lecturer may be conferred.

##### **2.4.2.4 ADJUNCT FACULTY**

Adjunct faculty are hired by semester to teach on a per-course basis. They are appointed by the Provost on the recommendation of the School Dean. Adjunct faculty are responsible for all aspects of teaching their assigned course(s) and for being available before or after class to meet with students and to provide assistance related to the course(s) that they teach. An adjunct faculty member's course load can never equal or exceed that of a full-time faculty member.

#### **2.4.2.5 DISTINGUISHED FACULTY**

The title of distinguished faculty may be conferred on visiting faculty who possess the highest academic and/or professional distinction. They may be appointed by the President after consultation has taken place with the Provost who has in turn consulted with the School Dean and Department Chair. The President or Provost may make the appointment.

#### **2.4.2.6 ADMINISTRATORS WITH FACULTY RANK**

Certain administrative positions at the College -- President, Provosts, and Deans -- may be accompanied by the award of faculty rank provided the administrative appointee demonstrates academic credentials in keeping with those credentials required for appointment to such faculty rank, but may not necessarily hold a faculty line in an academic unit. Faculty rank may be granted by the President upon recommendation by the Provost after consultation with the School Dean. In the case of a tenure-track faculty member who is also a full-time administrator, they may request the option of stopping the tenure clock during the years spent in the administrative position. For any faculty member who moves from a full-time administrative position to a full-time faculty position, the tenure clock starts with the academic year following that in which the administrative service ends.

In the case of a full-time administrator who wishes to teach in addition to a full-time administrative workload, such assignment may be undertaken with the approval of the School Dean and the Provost, and may not exceed the prevailing standard of overload limit of six credits per semester for full-time faculty. An administrator teaching outside their regular working hours will be paid at the full-time faculty overload rate. An administrator may teach during hours which would normally be considered regular working hours, if such teaching is considered by the administrator's supervisor to constitute an integral part of their work activities. There is no additional pay for this type of teaching assignment.

### **2.5 TERMS OF CONTRACT FOR ALL FACULTY**

#### **2.5.1 TIME PERIOD FOR CORE FACULTY CONTRACT**

Generally, the contracts of core faculty extend from September 1 to May 31. However, core faculty may be on a twelve-month contract extending from September 1 to August 31 per the needs of the academic unit as some units require summer instruction. In either arrangement, the salaries are paid out over a twelve-month period. In special cases, contracts may be awarded on a *pro-rata* basis with a reduced load (see Section 2.2.6 for more information on *pro-rata* contracts).

#### **2.5.2 DETERMINATION OF CONTRACT LINE**

Determination as to whether a contract is a tenure-track line or a multiple-year contract line will be made by the President at the time of appointment if possible, upon consultation with the Provost who will have consulted with the School Dean, and the Chair and/or Program Director of the appropriate academic unit. Mercy College will maintain a balance of tenured, tenure-track, multiple-year, and multiple-year track contract lines in order to retain the ability to adapt to changing needs in academic units and throughout the College.

The needs of academic units and the College are:

- The particular field of specialization required by program curriculum, discipline practice, or research focus;
- The balance of core faculty distribution by contract type (tenure, tenure track, non-tenure track);
- The balance of core faculty distribution by specialization; and
- Enrollment needs and/or viability of the major at Mercy College in the long term.

These needs will be evaluated in the following situations:

- Determining whether a faculty contract line is tenure-track or multiple-year track upon creation of a new faculty position;
- During the consideration of awarding of tenure;
- During the consideration of multiple-year contract application and renewal;
- During the consideration of a change of contract from tenure-track to multiple-year track contract.

### **2.5.3 MENTORING PROGRAM**

At the time of appointment to the core faculty, the Office of the Provost, in consultation with the School Dean, will offer the support of the school's mentoring team to the faculty member. This team will include at least one tenured faculty member and one faculty member on a multiple-year contract. The intention of the mentoring program is to help provide a formative and supportive development process for the new faculty member. Mentorship will be considered a form of service to the College community.

### **2.5.4 THIRD-YEAR REVIEW**

In the first semester, new faculty members will meet with their Academic Unit Head(s) (as defined in Section 1.7.3) to review the guidelines set forth in the Faculty Handbook regarding core faculty contracts, workload expectations, and evaluation criteria. It is expected that the Academic Unit Head(s) and faculty member will together develop a three-year professional development plan that shall reflect a meaningful process for engaging the faculty member in:

- The life of the academic unit, the school, and the College;
- Pedagogy;
- Service to the College; and
- Scholarship, where required.

New faculty will be reviewed annually per the guidelines established for annually renewable faculty in Section 4.3. These annual reviews include student course evaluations and the outcomes of classroom observations.

In addition to the Annual Activity Summary Form, faculty on either tenure-track or multiple-year track contract lines will enter a Third-Year Review to be completed on or before March 15 of their third year of full-time service. This Third-Year Review will consist of:

- The Annual Activity Summary Forms as outlined in Section 4.3;
- The faculty member's own professional development plan which will encompass teaching and service (and scholarship if required by their contract type);
- The evaluation of the faculty member by their academic unit head(s);
- A current *curriculum vitae*;
- A classroom observation, conducted by a core faculty peer or academic unit head(s) within one year of the Third-Year Review.

The faculty member will meet with their academic unit head(s) to conduct this review. The outcome of the review shall be presented to the School Dean; the Dean will then forward a recommendation to the Provost on the Third-Year Review Form found in the *Faculty Procedures Manual*.

At the time of the Third-Year Review it is expected that the faculty member on a tenure track would have made progress toward the application for tenure. If the Third-Year Review indicates that the faculty member has made satisfactory progress, the Academic Unit Head(s) will recommend to the Dean and Provost that the faculty member on tenure-track continue to receive annually renewable contracts until the application for tenure is submitted. A faculty member may request a change of contract type to multiple-year contract under the terms of Sections 2.5.5. or 2.5.6.

In the case of a faculty member on multiple-year contract track, if the Third-Year Review determines that the faculty member has made satisfactory progress, the Academic Unit Head(s) will recommend to the Dean and Provost that the faculty member be given an initial (two-year) multiple-year contract.

In the case in which the Third-Year Review process is unsuccessful, the Academic Unit Head(s) may recommend either termination of the faculty member's contract (see Section 5.4), or an additional one-year contract with a written improvement plan. This additional year will be a Year-Four Probation. A faculty member on a Year-Four Probation must repeat the review in accordance with this Third-Year Review process (i.e., this section). If the second review is again unsuccessful, the faculty member will be subject to the non-reappointment procedures of Section 5.4.

#### **2.5.5 CHANGE OF CONTRACT LINE FOR TENURE-TRACK CONTRACTS**

Tenure-track faculty who have successfully completed the Third Year Review may apply to change to a Multiple-Year on or before March 15 of the fourth year of service.

Upon recommendation of the Academic Unit Head(s), School Dean and the Provost, the President, in consideration of the needs of the College (see Section 2.6.4.2), will make the final determination as to whether a tenure-track faculty member may change the contract line they hold. Once a change of contract is granted, a faculty member may not again apply to change their contract line. A change of contract request will be acted upon by May 1.

### **2.5.6 APPLYING TO A TENURE-TRACK CONTRACT IF CURRENTLY ON ANOTHER CORE FACULTY CONTRACT**

Faculty on multiple-year and multiple-year track contracts may apply for an advertised, tenure-track faculty line should one open up in their area of specialization, provided they have not held a tenure-track line previously at Mercy College.

Should the faculty member not be selected for the tenure-track line in the faculty search process, then the faculty member would remain on a multiple-year contract. If the faculty member is awarded the tenure-track contract, the faculty member may apply at that time for up to three years of service credit toward tenure (see Section 2.3.4). Faculty may also decline all or part of any service credit awarded. For faculty who have received three years of service credit, the Third-Year Review should be conducted at the time the tenure-track line is awarded. For all other faculty, a Third-Year Review will occur in year three according to their tenure clock. The faculty member would subsequently apply for tenure during their sixth year of the tenure track (see section 2.6.4.3). If the faculty member is not awarded tenure upon application, then they will receive a terminal contract for one year.

## **2.6 TENURE AND TENURE-TRACK CONTRACTS**

### **2.6.1 DEFINITION OF TENURE CONTRACT**

Tenure is granted as a recognition of faculty scholarship and achievement in the discipline, of service to the college and excellence in teaching. Tenure is the right of a core faculty member who has received written notification of the grant of tenure to hold their position continuously thereafter, without specified expiration date.

The contracts of faculty who have been granted tenure are continually renewed, except for cause; or, under extraordinary circumstances, because of financial exigency; or as a result of the discontinuation by the College of instruction in the program(s) or academic unit of the College in which the faculty member is qualified. In this event, every reasonable effort will be made to reassign tenured faculty, subject to the needs of the College and the qualifications of the faculty member.

### **2.6.2 DEFINITION OF TENURE-TRACK CONTRACT**

A faculty member on a tenure-track contract is a member of the full-time core faculty. A faculty member may be appointed initially to a tenure-track line, or may apply for a tenure-track line if they have been on a multiple-year contract (and not on a tenure-track line previously) and a tenure-track line has opened up in the academic unit. At each juncture, consideration of a tenure-track line is subject to the needs of the College as defined in Section 2.6.4.2.

#### **2.6.2.1 EARLY TENURE APPLICATION**

A faculty member on a tenure-track contract with extraordinary academic or professional accomplishments may apply for early tenure in the circumstance that they present the necessary qualifications (see Section 2.6.4.4), have a strong evaluation in the Third-Year Review, and receive support from their Academic Unit Head(s) and School Dean. Please note that if the application for

tenure is unsuccessful, the applicant will be issued a one-year terminal contract under the provisions of 2.6.4.8 below.

A faculty member who applies for early tenure may withdraw their application provided they do so on or before October 23 of the application year.

### **2.6.3 APPOINTMENT AND REAPPOINTMENT FOR TENURE-TRACK**

A faculty member on tenure-track line will receive a series of one-year annually renewable contracts for up to a period of six years. The faculty member must be reviewed in the Third-Year Review process. At that time, if the Third-Year Review is favorable, the faculty member will be encouraged to continue on toward the tenure application process which must take place at the beginning of the sixth year. If the Third-Year Review is not successful, then a recommendation may be made by the School Dean to the Provost for a Year Four Probation, or a Multiple-Year contract, or for non-reappointment.

The service of a non-tenured faculty member automatically terminates with the expiration of their contract unless the faculty member is reappointed. The College will notify faculty members of non-reappointment as provided in Section 5.4.3.

If a faculty member remains on a tenure track after the Third-Year Review and does not submit a complete dossier for tenure, the faculty member's employment will automatically terminate at the end of the sixth academic year.

### **2.6.4 TENURE-TRACK FACULTY APPLICATION FOR TENURE**

#### **2.6.4.1 ELIGIBILITY/EDUCATIONAL QUALIFICATIONS**

There are three areas of consideration in the tenure application process: eligibility of the candidate, their qualifications, and the needs of the academic unit, school, or College.

A candidate for tenure must hold the terminal degree for their field, as defined in Section 2.1.2, at the time of application for tenure. Only a core faculty member on a tenure-track line holding the rank of assistant professor, associate professor, or professor may be considered for tenure.

The qualifications of the applicant shall include:

- Educational credentials;
- Excellence in teaching, which includes currency both in the field(s) and in the relevant Pedagogy;
- Scholarship;
- Distinction in service to students and the College community.

Each of these factors must be considered. The qualifications of the faculty applicant will be evaluated not only from the point of view of past achievements, but also in terms of the prospects for continued or even increased contributions in the future as a tenured member of the core faculty.

#### **2.6.4.2 NEEDS OF THE COLLEGE**

The needs of Mercy College are considered before tenure is awarded. Mercy College will maintain a balance of tenured, tenure-track, multiple-year, and multiple-year track contract lines in order to retain the ability to adapt to changing needs in academic units and throughout the College.

The needs of academic units and the College are:

- The particular field of specialization required by program curriculum, discipline practice, or research focus;
- The balance of core faculty distribution by contract type (tenure, tenure track, non-tenure track);
- The balance of core faculty distribution by specialization; and
- Enrollment needs and/or viability of the major at Mercy College in the long term.

The needs will be evaluated in the following situations:

- Determining whether a faculty contract line is tenure-track or multiple-year track upon creation of a new faculty position;
- During the consideration of awarding of tenure;
- During the consideration of multiple year contract application and renewal.
- During the consideration of a change of contract from tenure-track to multiple-year track contract.

#### **2.6.4.3 APPLICATION PROCEDURES**

Application for tenure is initiated by the faculty member. On or before September 1, the faculty member shall give the School Dean the completed application on the official form from the *Faculty Procedures Manual*, with a dossier containing all supporting documentation. All materials must be submitted via the currently-used electronic portfolio platform(s).

#### **2.6.4.4 CRITERIA**

Faculty are considered eligible for tenure only when they have completed the time and other eligibility requirements stated above (Section 2.6.3).

#### **2.6.4.5 SCHOOL DEAN RECOMMENDATION AND DOSSIER**

On or before September 25 of each calendar year, each School Dean shall submit to the Provost the names of the faculty members applying for tenure accompanied by all applications and the School Dean's written recommendation regarding each candidate. The Dean shall forward a copy of the recommendation to the faculty member by the same date. The faculty member may submit a written response to the Provost on or before October 1. Each recommendation and application shall be accompanied by a dossier in justification of tenure as set forth below.

The application and the recommendation of the School Dean shall be accompanied by a dossier of information to include (see the *Faculty Procedures Manual* for further guidelines):



- The official application forms from the *Faculty Procedures Manual*;
- A current *curriculum vitae*;
- The Annual Summary Activity Forms for the period since the Third-Year Review, including evidence of the following:
  - Currency in the teaching field(s) and the relevant pedagogy;
  - Other professional activities and relevant experience;
  - A record of service to the College community;
- A classroom observation, conducted by a core faculty peer or academic unit head(s) within one year of application for tenure;
- Student course evaluations for the period since the Third-Year Review;
- A copy of the faculty member's professional development plan submitted as part of the Third-Year Review Process as outlined in Section 2.5.4 and the results of the Third-Year Review;
- Evidence of scholarship that makes a contribution to the discipline and peer-reviewed dissemination.

Appropriate steps must be taken by the School Dean to ensure that student course evaluations are administered in the year prior to the tenure application.

#### **2.6.4.6 PERSONNEL, PROMOTION, AND TENURE RECOMMENDATION**

On or before October 30 of each calendar year, the Provost must submit all eligible applications, including each recommendation, application, and electronic dossier of information concerning a faculty member, to the secretary of the Committee on Personnel, Promotion, and Tenure who, in turn, is responsible for making this information available to all members of said Committee. The Committee, upon request, may have access to the relevant materials in the candidate's personnel file, exclusive of any grievance material.

The Committee on Personnel, Promotion, and Tenure shall meet to discuss and vote on each recommendation and application. The vote must be taken by secret ballot at a meeting at which discussion of the candidate is held and a recommendation is made. On or before January 15 of each calendar year, the secretary of the Committee on Personnel, Promotion, and Tenure shall report to the Provost the written recommendation of the Committee with respect to each recommendation and application for tenure.

The electronic dossier and other materials must be forwarded to the Provost on or before January 20. A copy of the written recommendation of the Committee on Personnel, Promotion, and Tenure and a copy of the recommendation must be made available to the candidate by the Committee on or before January 20 via a secure Mercy College communication.

#### **2.6.4.7 PROVOST RECOMMENDATION**

The Provost reviews all materials and recommendations on each application for tenure on or before February 1. The Provost may request additional information from the School Dean who wrote the original recommendation, from the membership of the Committee on Personnel, Promotion, and

Tenure who reviewed the application, and from the candidate. Such additional information does not replace the original recommendations of the School Dean and of the Committee on Personnel, Promotion, and Tenure, but is rather an aid to the Provost in reaching their own decision. The Provost must submit all recommendations to the President of the College on or before March 1.

In the event that the Provost makes a final recommendation contrary to the recommendation of the Committee on Personnel, Promotion, and Tenure, the reasons for this recommendation must be explained in a meeting with members of this Committee before the Provost submits a written recommendation to the President. Should no agreement be reached, reasons for both the Provost's and Committee's recommendations must be submitted in writing to the President.

#### **2.6.4.8 PRESIDENTIAL DECISION ON TENURE**

The President has the sole authority to grant tenure. On or before May 1 of each calendar year, the President shall make decisions regarding the awarding of tenure, and shall notify all candidates of the decision in writing by that date. The President shall present to the Board of Trustees the name of each faculty member awarded tenure. A faculty member who is awarded tenure will receive a tenure contract in the seventh year of employment.

In the event of a decision not to grant tenure, the faculty member will be informed of the decision in writing by the President on or before May 1. A tenure-track faculty member who is not awarded tenure will receive a one-year terminal contract. Their service automatically terminates with the expiration of that contract.

The President acts upon the recommendations of the duly constituted bodies of the College, and once determined, such action is not subject to review except as outlined in the Grievance Procedure (Section 5.7.4).

## **2.7 MULTIPLE-YEAR CONTRACTS**

### **2.7.1 DEFINITION OF MULTIPLE-YEAR CONTRACT**

A faculty member on a multiple-year contract is a member of the full-time core faculty. The contract held by the multiple-year contract faculty member will be for a two-year, three-year, or five-year period.

### **2.7.2 DEFINITION/ELIGIBILITY OF MULTIPLE-YEAR CONTRACT-TRACK**

A faculty member on a multiple-year contract-track is a member of the full-time core faculty. A faculty member on multiple-year contract-track line will normally receive three one-year annually renewable contracts. The faculty member must be reviewed in the Third-Year Review process (Section 2.5.4).

To be eligible for the multiple-year track, the faculty member on a multiple-year track contract line must have a minimum of a master's degree, and must hold the rank of instructor, assistant professor, associate professor, or professor in accordance with the guidelines for those ranks in Section 2.2.

The qualifications of the applicant should include educational credentials as indicated above and in Section 2.2, including excellence in teaching, which includes currency both in the applicant's field(s) and in the relevant pedagogy, and distinction in service to the College community. The qualifications of the faculty applicant will be considered not only from the point of past achievements, but also in terms of prospects for continued or even increased contributions in the future.

The two fundamental considerations involved in the decision whether or not to grant a multiple-year contract are the qualifications of the faculty applicant and the needs of the academic unit, school, and the College as defined in Section 2.2.

### **2.7.3 APPOINTMENT FOR INITIAL MULTIPLE-YEAR CONTRACT**

After three one-year annually renewable contracts, faculty members seeking the multiple-year contract must undergo the Third-Year Review as fully described in Section 2.5.4. If successful in the Third-Year Review, upon the recommendation of the Dean and the Provost, the faculty member is awarded a two-year multiple-year contract.

### **2.7.4 PERIODIC RENEWAL OF MULTIPLE-YEAR CONTRACTS**

At the beginning of the concluding year of the first multiple-year contract, and in the concluding year of each subsequent multiple-year contract, application must be made for reappointment. Contracts after the initial two-year contract can be for a minimum of two years and a maximum of five years duration, depending upon the quality of performance and the needs of the academic unit, school, and the College. For faculty who have been approved for a leave of absence in the final year of their contract, refer to Section 5.3.1.

The completed application with a dossier containing all supporting documentation including the applicant's request of contract term shall be submitted by the faculty member to the School Dean. Completed applications must be submitted on or before September 15 to the School Dean on the official form from the *Faculty Procedures Manual*. All materials must be submitted via the currently-used electronic portfolio platform(s).

If an application for an initial or subsequent multiple-year contract is unsuccessful, the candidate will be given either a terminal one-year contract or a one-year renewable contract. A new application for a multiple-year contract can be made during any year in which a faculty member is on a renewable one-year contract.

#### **2.7.4.1 THE DOSSIER**

A faculty member applying for a multiple-year contract renewal shall compile a dossier of information that provides evidence of an ongoing commitment to high standards in teaching and service to the college.

The renewal dossier should include (see the *Faculty Procedures Manual* for further guidelines):

- The official application forms from the *Faculty Procedures Manual*, including the applicant's request of contract term length;
- A current *curriculum vitae*;
- Annual summary reports from the current contract period, including:
  - Evidence of excellence in teaching from the current contract period;
  - Evidence of distinction in service to the College community from the current contract period;
  - Other professional or scholarly activities and relevant experience from the current contract period;
- A classroom observation, conducted by a core faculty peer or academic unit head(s) within one year of application for a Multiple-Year Contract;
- Student course evaluations from the current contract period;
- The faculty member's professional development plan for the upcoming contract period.

#### **2.7.4.2 SCHOOL DEAN RECOMMENDATION**

The School Dean shall consult with the relevant Academic Unit Head(s). After consultation, the School Dean shall write a recommendation for each faculty member applying, and on or before October 10 of each calendar year, the School Dean shall report to the Provost the names of the faculty applying for renewal of a multiple-year contract to take effect as of September 1 of the following year. This report shall be accompanied by each faculty member's application and dossier, along with the School Dean's written recommendation for that faculty member. In recommending the award of a multiple-year contract, the School Dean will include a recommendation as to the duration of the contract. A cover form to submit with the application is included in the *Faculty Procedures Manual*.

The written recommendation of the School Dean including contract term shall also be made available to the faculty member on or before October 10. The faculty member may submit a written response to the Provost on or before October 16.

#### **2.7.4.3 MULTIPLE-YEAR CONTRACT REVIEW COMMITTEE RECOMMENDATION**

On or before October 20 of each calendar year, the Provost must submit all eligible applications, including each recommendation, application, and dossier, to the secretary of the college-wide Multiple-Year Contract Review Committee who, in turn, is responsible for making this information available to all members of said Committee.

After consideration of the candidate's dossier and the needs of the academic unit, the Committee shall recommend the length of the renewal contract.

On or before January 15 of each calendar year, the secretary of the Multiple-Year Contract Review Committee shall report to the Provost the written recommendation of the Committee with respect to each recommendation and application for multiple year contracts.

The electronic dossier and other materials must be forwarded to the Provost. A copy of the written recommendation of the Multiple-Year Contract Review Committee must be made available to the candidate by the Committee on or before January 15 via an encrypted Mercy College email.

#### **2.7.4.4 PROVOST RECOMMENDATION**

The Provost shall review all materials and recommendations for each application for a multiple-year contract. The Provost may request additional information from the relevant School Dean, from the membership of the Multiple-Year Contract Review Committee who reviewed the application, from the Academic Unit Head(s), and from the faculty member. Such additional information does not replace the original recommendations, but rather is an aid to the Provost in reaching their own decision. The Provost shall submit all recommendations to the President of the College on or before March 1.

In the event that the Provost makes a final recommendation contrary to or for a different contract length as the recommendation of the Multiple-Year Contract Review Committee, the reasons for this decision will be explained in meetings with the Multiple-Year Contract Review Committee before the Provost submits a written recommendation to the President. Should no agreement be reached, reasons for the Provost's and Multiple-Year Contract Review Committee's recommendations must be submitted in writing to the President.

#### **2.7.4.5 PRESIDENTIAL DECISION**

On or before April 1 of each calendar year, the President shall determine the awarding or renewal of multiple-year contracts. In the case in which a multiple-year contract is not renewed, the guidelines in Section 5.4.3 will be followed.

## **2.8 FIVE-YEAR CONTINUOUS SERVICE CONTRACT**

### **2.8.1 DEFINITION OF FIVE-YEAR CONTINUOUS SERVICE CONTRACT**

The renewable five-year continuous service contract was offered in 1992 to those who chose employment outside the tenure track. Those faculty may, however, at any time, exchange employment outside tenure-track for employment in tenure-track by making written requests to the President of the College. If any one does so, they may not thereafter revert to employment outside tenure-track and shall be required to apply for tenure no later than the beginning of the second academic year following the year of entry into tenure track. If anyone in such a case does not receive tenure, they shall receive a terminal contract for the year following the year of application.

### **2.8.2 RENEWAL OF FIVE-YEAR CONTINUOUS SERVICE CONTRACT**

For renewal of the five-year continuous service a faculty member on a five-year continuous service contract must forward their application to the School Dean on or before April 15 of the fourth year of their contract.

The School Dean will include with their recommendation for renewal, evidence of the faculty member's continued excellence in teaching and in service to the College. The School Dean will forward the

materials supporting the renewal recommendation, and the recommendation to the Provost, who will then make a recommendation to the President. The President will make the final determination for renewal of a five-year continuous service contract on or before September 1 of the faculty member's 5<sup>th</sup> year in the current continuous service contract, and notify the faculty member in writing by that date.

The decision to renew a faculty member's five-year continuous service contract shall depend upon evidence of continued excellence in teaching and in service to the College.

## **3. PROMOTION**

Promotion is available to those on tenure, tenure-track, or multiple-year contracts. It is not available for those on five-year continuous service or annually renewable contracts, or faculty with appointments outside the core faculty.

### **3.1 APPLICATION FOR PROMOTION**

An application for promotion is initiated by the faculty member, who is expected to notify the School Dean, in writing, on or before May 31. Notification must be submitted on the appropriate form from the *Faculty Procedures Manual*. The completed application and dossier are due on or before September 1. All materials must be submitted via the currently-used electronic portfolio platform(s).

A faculty member applying for promotion who is also applying for tenure, must submit a separate application and dossier for each action.

### **3.2 PROMOTION CRITERIA**

#### **3.2.1 PROMOTION TO ASSISTANT PROFESSOR**

For promotion to the rank of assistant professor, a candidate must have fulfilled the requirements for appointment at that rank as described in Section 2.2. A candidate with a tenure-track contract must hold a terminal degree in their field, as defined in Section 2.1.2. A candidate on multiple-year contract is not required to hold the terminal degree.

Application may be made at the conclusion of the Third-Year Review process in the third year of full-time service as a member of the Core Faculty. The application should provide evidence of successful teaching, a record of professional development, evidence of scholarly potential, and a summary of demonstrated service to the College community.

#### **3.2.2 PROMOTION TO ASSOCIATE PROFESSOR**

For promotion to the rank of associate professor, a candidate must have fulfilled the requirements for appointment at that rank as described in Section 2.2. A candidate with a tenure-track contract must hold a terminal degree in their field. A candidate on multiple-year contract is not required to hold the terminal degree. All candidates must have completed five years of full-time College teaching, including service credit, awarded at the time of appointment (see Section 2.3.4), and must show promise of permanent value to the College through evidence of excellence in teaching, significant scholarship, commitment of service to the College community, and professional activities.

Application for promotion may be made as early as the faculty member's fifth year of full-time service to become effective, if granted, on September 1 of the following year of teaching. Before submitting an application, a faculty member must have completed two years at the previous rank by the application deadline (see Section 3.1).

### **3.2.3 PROMOTION TO PROFESSOR**

For promotion to the rank of professor, the candidate must have fulfilled the requirements for appointment at that rank as described in Section 2.2. The candidate must hold a terminal degree as defined in Section 2.1.2, must have successfully completed a total of nine years or more of full-time college teaching at Mercy College, including service credit awarded at the time of appointment (see Section 2.3.4), and must show a record of outstanding work in the particular field, through teaching, service, scholarship, publication, and other professional and scholarly activities. The candidate must show evidence of continued growth.

The judgment on promotion is primarily based on evidence of achievement in teaching, scholarship, and service since the most recent promotion. A faculty member must have completed at least three years in the previous rank by August 31 preceding application. Application may be made during the faculty member's ninth year of teaching to become effective, if granted, on September 1 of the tenth year of teaching.

## **3.3 PROMOTION PROCEDURES**

### **3.3.1 SCHOOL DEAN RECOMMENDATION AND DOSSIER**

On or before September 25 of each calendar year, each School Dean shall submit to the Provost the names of the faculty members applying for promotion accompanied by all applications and the School Dean's written recommendation regarding each faculty member. The Dean shall forward a copy of the recommendation to the faculty member by the same date. The faculty member may submit a written response to the Provost on or before October 1. Each recommendation and application shall be accompanied by the dossier detailing the academic experience of the faculty member and listing the academic credentials and achievements that are presented in justification of promotion, as set forth below.

The application and the recommendation of the School Dean shall be accompanied by a dossier of information to include (see the *Faculty Procedures Manual* for further guidelines):

- The official application forms from the *Faculty Procedures Manual*;
- A current *curriculum vitae*;
- Annual Summary Activity Forms for the period since the last promotion (or, for initial promotion applications, since appointment to the core faculty) including evidence of the following:
  - Currency in the teaching field(s) and the relevant pedagogy;
  - Other professional activities and relevant experience;
  - A record of service to the College community;
- A classroom observation , conducted by a core faculty peer or Academic Unit Head(s), within one year of application for promotion;
- Student course evaluations for the period since the last promotion (or, for initial promotion applications, since appointment to the core faculty);
- A copy of the faculty member's most recent professional development plan;



- Evidence of scholarship that makes a contribution to the discipline and peer-reviewed dissemination.

The Provost shall determine whether the candidate has met the eligibility requirements outlined in Section 3.2. On or before October 30 of each calendar year, the Provost shall make available the application, dossier, and Dean's recommendation of each eligible candidate to the Committee on Personnel, Promotion, and Tenure.

### **3.3.2 PERSONNEL, PROMOTION, AND TENURE RECOMMENDATION**

On or before January 10 of each calendar year, the Secretary of the Committee on Personnel, Promotion, and Tenure (PPT) shall render to the Provost a written recommendation of the Committee with respect to each recommendation and application for promotion. The electronic dossiers and other materials shall be forwarded to the Provost. After the Provost receives the recommendation, on or before January 10 the secretary of the PPT Committee shall forward a copy of the Committee's written recommendation to each candidate via a secure Mercy College communication.

### **3.3.3 PROVOST RECOMMENDATION**

The Provost may request additional information from the School Dean who wrote the original recommendation, from the members of the Committee on Personnel, Promotion, and Tenure who reviewed the application, and from the candidate to verify the accuracy of any materials contained in the application. On or before March 1, the Provost shall review all the materials and recommendations on each application for promotion and shall make a recommendation to the President.

In any and all cases, the Committee on Personnel, Promotion, and Tenure may submit its recommendations to the President separately.

In the event that the Provost makes a final recommendation contrary to the recommendation of the Committee on Personnel, Promotion, and Tenure, the Provost shall explain the reasons for this recommendation in a meeting with members of this Committee prior to submitting their written recommendation to the President. Should no agreement be reached, the reasons for the recommendations must be submitted in writing to the President by both the Provost and the Committee.

### **3.3.4 PRESIDENTIAL DECISION**

On or before May 1, the President shall make a determination upon the recommendations for promotion. Such determination is not subject to review except as outlined in the Grievance Procedure (Section 5.7.4). On or before May 1, the President shall also send written notification by mail of the determination to each promotion candidate, with copies to the Provost, the secretary of the Committee on Personnel, Promotion, and Tenure, and the School Dean.

If the President makes a decision contrary to the recommendations of the Committee on Personnel, Promotion, and Tenure, they shall forward their reasons for such a decision to the Committee.

## 4. FACULTY RESPONSIBILITIES, WORKLOAD, AND EVALUATION

### 4.1 FACULTY RESPONSIBILITIES

Faculty responsibilities fall into three categories: teaching, scholarship, and academic management and other service to the College community. The College administration recognizes that support for teaching and learning programs and faculty development is a priority.

#### 4.1.1 IN THE AREA OF TEACHING

Faculty are expected to meet their classes as assigned and scheduled, to provide students with detailed course outlines that include expected student learning outcomes, to adequately prepare for instructional delivery, to confer with students relative to their courses, and to provide student data related to courses (grades, rosters, etc.) in accordance with academic policies related to attendance and records.

Faculty are required to be reasonably available to students outside the classroom for purposes of assisting them with coursework and providing academic advisement. Such access may involve a combination of office hours, responsiveness to e-mail, and presence on campus.

As faculty are central to the goal of a vibrant campus community committed to student success, there is an expectation that faculty will be present on campus to be available to students with some time on each campus where courses are taught. The goal of faculty accessibility is to promote access for students and the campus community.

All faculty are expected to maintain currency in their teaching field(s) and the relevant pedagogy, to update course materials regularly, and to conduct course and program assessment, revision, and development of curriculum.

#### 4.1.2 IN THE AREA OF SCHOLARSHIP

Faculty members are expected to engage in continued professional development to meet the College standards as stated within this *Faculty Handbook* and commensurate with the type of contract held. Faculty are expected to demonstrate scholarship to keep current and/or further knowledge in their academic discipline and in effective pedagogy.

In the demonstration of scholarship, the College recognizes the utility of the framework of four broad categories presented by Ernest Boyer for the Carnegie Foundation in 1990. These are:

**The *Scholarship of Discovery*:** This type of scholarship involves the search for new knowledge, and meets the traditional definition of scholarly research in higher education. It includes both discovery of new information and the development of new models that help to guide understanding of the world and the universe beyond.

**The Scholarship of Integration:** This type of scholarship involves the integration of knowledge from different sources. Such research often provides an overview of different findings in a research topic or brings together findings from different disciplines to identify areas of convergence. This type of scholarship helps to identify overall trends and allows us to see knowledge in new ways.

**The Scholarship of Application:** This type of scholarship involves the discovery of ways that new knowledge can be used to solve real world problems. This type of research brings the practical to bear on basic research. While basic research cannot be confined to the practical, it is the application of basic knowledge that extends our reach and allows for continued progress.

**The Scholarship of Teaching:** This type of scholarship involves the search for innovative approaches and best practices to develop skills and disseminate knowledge. This research is at the heart of the mission as an institution of higher learning. At Mercy, where good teaching is especially valued, the scholarship of teaching should be a vital area of scholarship. Opportunities continue to be created to allow for peer review of the scholarship of teaching. Many disciplines have peer reviewed journals featuring research on teaching and innovative practices.

*(Boyer, E. L. (1990). A special report. Scholarship reconsidered: Priorities of the professoriate. Princeton, NJ: The Carnegie Foundation for the Advancement of Teaching.)*

#### **4.1.3 IN THE AREA OF ACADEMIC MANAGEMENT AND OTHER SERVICE TO THE COLLEGE**

Ultimate responsibility for an academic unit's operations is invested in its core faculty, which effectively functions in a shared process of collegial management and is responsible to the school in which the academic unit resides, as well as to the College via the Provost.

Core faculty are expected to participate in academic decision making. This includes, for example, and is not limited to:

- Curriculum design and alteration;
- Textbook selection;
- Assessment activities;
- Determining standards for academic programs in their discipline;
- Participating in evaluating, hiring, retaining, mentoring, and promoting appropriate faculty;
- Participating in the selection, appointment, election, and periodic evaluation of those with administrative responsibilities;
- Selection of academic unit representatives to appropriate faculty and College committees;
- Allocation of academic unit resources;
- Student department and other policies affecting students;
- Establishing qualifications for adjunct faculty;
- Course scheduling; and
- Coordinating student recruitment with enrollment management.

In the area of academic management, the faculty member may serve the College in the following ways:

- The Academic Unit Department Chair is a faculty member with an administrative assignment, elected by faculty, who provides leadership and focus to the academic unit to enable it to fulfill its responsibilities and commitment to student learning outcomes. A major responsibility of faculty with administrative assignments is to communicate with faculty colleagues on an ongoing, timely basis, forwarding reports and data germane to operations and to the overall functioning of the academic unit and the College.
- The Academic Unit Program Director is a faculty member with an administrative assignment who provides leadership and focus to the program to enable it to fulfill its responsibilities and commitment to student learning outcomes. In consultation with faculty, Academic Unit Chairs, and School Deans, the Program Director will be appointed by the Provost.

Faculty are also expected to engage in the shared governance activities of the College such as Faculty Senate, faculty committees, and college committees (e.g. Economic and Fiscal Affairs and Strategic Planning); to attend major College events, such as commencement and convocations; to participate in College-sponsored faculty development activities and Faculty Seminar Day; support and/or serve as advisors for student activities such as clubs or honor societies, as appropriate; and to promote and advance the mission of the College in a variety of professional contexts.

Faculty are expected to respond to the directives of the President, Provost, and/or their representatives in addressing the needs of the College as they may arise, including requests for information or meetings, provided those directives are not inconsistent with the other provisions of the *Faculty Handbook*.

## **4.2 WORKLOAD**

### **4.2.1 FULL-TIME INSTRUCTIONAL WORKLOAD**

The contracted teaching schedule of full-time faculty members shall consist of not more than 24 workload credits of lecture, seminar, and/or laboratory work in the aggregate for each contract period or as mandated by accreditation standards, in such courses and with such number of students as may be assigned by the Provost and/or his or her representative. For Faculty who teach a minimum load of 12 workload credits per contract period in a Mercy College graduate program, the teaching schedule shall consist of not more than 21 workload credits of lecture, seminar, and/or laboratory work, in the aggregate for each contract period or as mandated by accreditation standards, in such courses and with such numbers of students as may be assigned by the Provost and/or their representative. Faculty teaching in Mercy College's graduate programs are expected to demonstrate teaching and scholarly activities commensurate with the level of the curriculum.

A workload credit will normally be computed in the same manner in which the College computes the number of lecture, seminar, and/or laboratory hours necessary for a student to obtain a single credit. For courses in which Faculty contact hours differ from student credit hours, faculty workload credit shall be computed on a formula outlined in the *Faculty Procedures Manual*. The Faculty member agrees that the course assigned and the number of students in each course shall be at the discretion of the Provost and/or their representative, who shall consult with the faculty member, relevant School Dean, and the

appropriate Academic Unit Head(s). The Faculty member may not be required to teach more than 12 workload credits in one semester.

Instructional faculty are normally expected to teach at more than one campus unless they teach exclusively in a program(s) or course(s) located at a single campus. Further, it is expected that faculty will not be assigned more than fifty percent of their full-time workload in one direct instructional category (such as fully online courses) that is not classroom-based. With the approval of the Provost, a School Dean may be authorized to assign faculty higher percentages of fully online instructional workload, as long as the Dean and faculty ensure a reasonable campus presence and availability to student or face-to-face interactions.

#### **4.2.1.1 WORKLOAD FOR FULL-TIME LIBRARY FACULTY**

Librarians typically work on a 12-month contract. The workload includes instructional and non-instructional library activities. For Library faculty, workload credit shall be computed on a formula outlined in the Faculty Procedures Manual. Librarians are eligible for overload as is any other faculty member.

#### **4.2.1.2 WORKLOAD FOR FULL-TIME CLINICAL FACULTY**

Clinical Faculty typically work on a nine-month contract. The workload includes instructional activities, both on campus and at clinical sites as determined by the needs of the program.

Clinical Faculty must teach at least six credits per year in an on-campus instructional setting. In addition, Clinical Faculty will provide clinical supervision equivalent to the remainder of their workload.

#### **4.2.2 OVERLOAD**

A core faculty member may teach a maximum of six credits beyond the full-time instructional load in any given semester. For certain schools within the College, e.g., the School of Education, accreditation or State regulations may set an overload limit that is less than this policy. A faculty member who has course reductions for administrative work must count those reductions toward the calculation of the full-time load. For example, if a faculty member has nine credits of course reduction in a semester, then they may teach a maximum of nine credits (nine credit course reduction, three credits to reach a full-load, and six credits overload).

The fall and spring maximum is 18 credits; the summer maximum is 15 credits. Faculty on 12-month contracts must limit their summer overload to six credits. Faculty on nine-month contracts have the 15 credit summer limit.

A full-time core faculty appointment only entitles faculty to a full-time instructional workload. The College is not obligated to provide overload for any faculty member. Overload is assigned at the discretion of the academic unit chair or program director in consultation with School Dean, and in compliance with this Handbook policy, aligned with State regulations and accreditation standards. Overload, however, should be offered to qualified full-time faculty before being offered to adjunct faculty.

#### **4.2.3 FACULTY STIPENDS AND COURSE RELEASES FOR ADMINISTRATIVE ASSIGNMENT**

For significant administrative work beyond that of a normal faculty contract, course release, and/or stipend may be allocated. The *Faculty Procedures Manual* includes details on criteria for such compensation. All releases and stipends will be carefully monitored annually by the faculty, School Deans, and Provost to ensure equity and transparency.

#### **4.2.4 OUTSIDE EMPLOYMENT AND CONSULTING**

Mercy College faculty are expected to maintain a primary professional loyalty to the College and to devote sufficient time and energy to meet the professional obligations and the agreed upon workload requirements for the College and its students.

Outside employment by Core faculty members, including paid or unpaid consulting, is permitted provided that such commitments do not conflict or interfere with the faculty member's responsibilities to the College and its students. It is recognized that such consulting may very well enhance a faculty member's professional standing and scholarship. Such employment cannot conflict with one's paramount obligations to students, colleagues, and the College, including, but not limited to, teaching, office hours, advising, scholarship as applicable, active committee and other service to the academic unit, the school, and the College.

All core faculty members are required to provide advance notice to the Academic Unit Head(s) and School Dean of any new or ongoing outside professional employment (including teaching) via the Outside Employment Reporting Form submitted no later than September 1, and via the *Annual Summary Activity Form* (see Section 4.3), and to give notice to the School Dean of any new outside professional activities as they arise.

Core faculty are prohibited from carrying a full-time faculty appointment (or the equivalent workload) at another institution, or other full-time employment.

In connection with outside commitments, faculty members may identify their College affiliation, but may not speak or make representations on behalf of or in their capacity as an employee of the College, may not indicate that the College endorses the particular activity, and may not use College stationery or give as an outside business address any College building or department name. Faculty also may not use College personnel or resources in anything more than an incidental way in connection with their outside activities.

#### **4.2.5 CONFLICT OF INTEREST**

Professional loyalty also includes a duty to avoid ethical, legal, financial, and other conflicts of interest – that is, to ensure that activities and interests do not conflict with College obligations or with the interests or welfare of the College. A conflict of interest arises, for example, when an individual's private interests and their professional obligations to the College diverge such that a reasonable person might question the individual's duty of allegiance to the College and/or whether the individual's actions are motivated by considerations of personal gain or advancement that are or may be detrimental to the College.

The faculty's duty of loyalty to the College requires that they not take advantage of their positions with the College for personal or private gain, whether for themselves, any family or household member, or any organization in which they have an interest. It is impossible to set forth all situations that might be considered a conflict of interest, but such a list would include having a financial or other interest (or having a family or household member with such an interest) in a business or other organization with a current, proposed, or pending financial relationship with the College, or in a business or other organization whose interests are inconsistent with the College's best interests.

Faculty members should conduct affairs scrupulously to avoid actual or potential conflicts of interest and are required to respond appropriately should an actual or potential conflict of interest arise. To that end, faculty members are expected to disclose any actual or potential conflicts of interest to School Deans on an annual basis. Deans are expected to confer with the Provost in resolving actual or potential conflicts of interest on an ongoing basis as they arise.

### **4.3 FACULTY EVALUATION**

Mercy College supports formative evaluation of faculty as a constructive benefit to both the College and the faculty member with the goal of optimizing student learning. Summative evaluation is essential to provide the documentation necessary for faculty to substantiate the basis for contract renewal as well as for promotion and tenure applications. Faculty evaluation is structured to enable faculty to demonstrate their performance in their areas of faculty responsibility under the criteria established for contract renewal, promotion, and tenure. The following procedures, in addition to the Mentoring Program and the Third Year Review processes outlined in Section 3, are in place to provide for a meaningful and achievable process according to the type of faculty contract:

#### **4.3.1 EVALUATION CRITERIA**

Evaluation criteria are teaching, which includes currency both in teaching field(s) and in the relevant pedagogy, scholarship, and service to the College community.

##### **4.3.1.1 EVALUATION PROCEDURES FOR ALL FACULTY**

All faculty shall complete an *Annual Summary Activity Form* by the date that corresponds to their type of contract. This form documents the faculty member's annual activities in the areas of teaching, scholarship, and service to the College community.

- All faculty will complete the *Annual Summary Activity Form* on or before May 15<sup>th</sup>.
- All faculty on their first annually renewable contract or on Year Four Probation will also complete the *Mid-Year Summary Activity Form* on or before February 1<sup>st</sup>.

The *Annual Summary Activity Form* and *Mid-Year Summary Form* should be submitted to the head of the appropriate academic unit who will review it with the faculty member. That Academic Unit Chair or Program Director will forward the report to the School Dean. The School Dean will retain the *Annual Summary Activity Form* in the school office, except in the case of a contract non-renewal, when it will be forwarded to the Provost by the appropriate notification date for intent to non-renew.

All faculty shall participate in the student course evaluation process conducted by the College each semester and in compliance with the College's overall assessment plan aligned with accreditation regulations and with the guidelines for faculty evaluation.

Evaluation requirements for faculty depend upon the nature of the contract as discussed below.

#### **4.3.1.2 EVALUATION PROCEDURES FOR ANNUALLY RENEWABLE FACULTY**

Faculty on annually renewable contracts work with their Academic Unit Head(s) who guide(s) the new faculty member through acclimation to the College community, and through the evaluation process (See section 2.5.4 for a complete description of the Third-Year Review process.)

For faculty in their first annually renewable contract, evaluation procedures include four parts:

1. The *Mid-Year Summary Activity Form*;
2. Student course evaluations;
3. Course observation report(s);
4. A three-year professional development plan.

A complete evaluation package that consists of these four parts is submitted on or before February 1<sup>st</sup> and forwarded to the School Dean by the Academic Unit Head on or before February 7<sup>th</sup>, for faculty on their first annually renewable contract.

For faculty on subsequent annually renewable contracts, evaluation procedures include four parts on an annual basis:

1. The Annual Summary Activity Form;
2. Student course evaluations;
3. Course observation report(s);
4. A revised professional development plan for the balance of the probationary period.

A complete annual evaluation package that consists of these four parts is submitted on or before May 15<sup>th</sup> and forwarded to the School Dean by the academic unit head once it is complete, but no later than May 31<sup>st</sup>, for faculty on an annually renewable contract.

See the *Faculty Procedures Manual* for guidelines and forms.

#### **4.3.1.3 EVALUATION PROCEDURES FOR FACULTY AFTER THE THIRD-YEAR REVIEW**

At the Third-Year Review, a faculty member who has achieved satisfactory progress in the three evaluation areas of teaching, scholarship, and service, shall, per the guidelines in Section 2.5.4 on the Third-Year Review will continue to work with their academic unit head(s) with a focus on scholarship and teaching, as appropriate, and work toward tenure or award of the first multiple-year contract.

Faculty on tenure-track will continue with the annual evaluation procedures up until the tenure decision in year seven (as described in Section 2.6.4 above).



Faculty on multiple-year contracts will follow the evaluation procedures for that contract category (as described in Section 4.3.1.4 below).

If the faculty member does not proceed through the Third-Year Review successfully, they will receive either a non-renewal of contract, or an improvement plan and then enter into Year Four Probation. The evaluation process will continue in Year Four Probation and must be completed on or before February 1<sup>st</sup>. All evaluation forms must be signed by the faculty member, the academic unit head, and the School Dean on or before February 7<sup>th</sup>. After review, the faculty member will be notified regarding renewal or non-renewal of their contract.

#### **4.3.1.4 EVALUATION PROCEDURES FOR FACULTY ON MULTIPLE-YEAR CONTRACTS**

The criteria for evaluation are:

- Teaching, which includes currency both in the teaching field(s) and relevant pedagogy,
- Service to the College community.

Faculty on multiple-year contracts are encouraged to engage in scholarship, as it supports effective pedagogy and currency in the field. While scholarship is not a requirement for contract renewal, it is required for promotion.

Faculty on Multiple-Year contracts must submit the *Annual Summary Activity Form* on or before May 15<sup>th</sup>. At time of contract renewal, it is expected that the multiple-year track contract faculty member will present a professional development plan for the upcoming contract period, submit student course evaluations, and have a classroom observation.

All evaluation forms for multiple-year contract faculty must be signed by the faculty member, the academic unit head, and the School Dean on or before May 31<sup>st</sup>.

See the *Faculty Procedures Manual* for guidelines and forms.

#### **4.3.1.5 EVALUATION OF FACULTY ON FIVE-YEAR CONTINUOUS SERVICE CONTRACTS**

The criteria for evaluation are:

- Teaching, which includes currency both in the teaching field(s) and relevant pedagogy, and
- Service to the College community.

The same level of scholarship in the discipline is not expected from the five-year continuous service contract faculty member as it is for the tenured or tenure-track faculty member.

Like all other faculty, faculty on continuous service contracts must complete an *Annual Summary Activity Form* on or before May 15<sup>th</sup>. Also, like other faculty members on five-year contracts, faculty on continuous service contracts must undergo the complete evaluation process (see Section 4.3.1.2) at least once every five years.

See the *Faculty Procedures Manual* for guidelines and forms.

#### **4.3.1.6 EVALUATION OF TENURED-FACULTY**

All tenured faculty shall complete the *Annual Summary Activity Form* and submit it with their signature to the academic unit head on or before May 15<sup>th</sup> each year. The Academic Unit Head will forward the form to the School Dean.

Every five years tenured faculty are expected to develop a formative professional development plan to promote professional accountability to oneself, the academic unit, and the College. It is expected that the faculty member would have an opportunity at the level of the academic unit to engage in dialogue with colleagues about that plan. The plan shall be submitted to the School Dean at the conclusion of that dialogue, on or before May 15<sup>th</sup> of the fifth year since the last submission.

See the *Faculty Procedures Manual* for guidelines and forms.

#### **4.3.2 EVALUATION RECORDS**

The School Dean will maintain copies of all evaluation reports in the school office. In addition, the School Dean will provide to each faculty member a copy of the completed packet.

### **4.4 FACULTY DEVELOPMENT**

The academic unit, department, school, and the College will make every reasonable effort to provide necessary resources or support to assist a faculty member who has been given specific recommendations for future professional development during the evaluation process.

#### **4.4.1 SABBATICAL LEAVE**

Sabbatical leave may be granted by the President to a core faculty member who has been recommended by the Provost, Committee on Personnel, Promotion, and Tenure, and the School Dean.

##### ***PURPOSE***

Sabbatical leave is granted to provide core faculty members opportunities for scholarly activities and pedagogical development to enrich their scholarship and their teaching at Mercy College.

##### ***ELIGIBILITY***

Any core faculty member who has completed seven years or more in a faculty role at Mercy College and has not taken a sabbatical leave within the previous seven years is eligible to apply for sabbatical leave.

##### ***LENGTH OF LEAVE AND COMPENSATION***

A core faculty member may be granted leave for a full year at half salary or for one semester at full salary.

## **CONDITIONS**

As a condition to being granted a sabbatical leave, a full-time core faculty member must agree in their application for sabbatical leave that they will return to full-time service at Mercy College for at least one year following the sabbatical leave. A faculty member granted a sabbatical leave must submit a report in accordance with the sabbatical guidelines found in the *Faculty Procedures Manual*.

The awarding of a sabbatical leave is dependent on funding. The College administration will make every reasonable effort to secure such funding.

### **4.4.1.1 PROCEDURES**

To apply for a sabbatical leave, a core faculty member should first discuss their requested sabbatical leave with the relevant Academic Unit Head(s) and the School Dean. The faculty member then completes the application and submits it to the School Dean on or before December 15 of the academic year preceding the requested sabbatical leave. A dossier containing the application and all supporting materials must be submitted via the currently-used electronic portfolio platform(s). The dossier must include:

- A full description of the intended purpose of the sabbatical leave;
- How it will be implemented, including a timeline, list of activities, and resources needed;
- What benefits will accrue to teaching and/or scholarship, and a plan for how the results would be disseminated;
- A current dossier, including a current *curriculum vitae*, letters of support and *Annual Summary Activity Forms*. (See the *Faculty Procedures Manual* for further guidelines.)

The School Dean shall forward the application along with their recommendation to the Provost on or before February 1. This recommendation shall also be forwarded to the faculty applicant. The faculty member may submit a written response to the Provost on or before February 6. The Provost shall make this material available to the Committee on Personnel, Promotion, and Tenure on or before February 15.

The Committee on Personnel, Promotion, and Tenure shall meet on or before March 20 to discuss and vote on each recommendation and application. The vote shall be taken by secret ballot at a meeting at which discussion of each candidate is held and recommendations are made. On or before April 1 of each calendar year, the secretary of the Committee on Personnel, Promotion, and Tenure shall report to the Provost the written recommendations of the Committee with respect to each application for sabbatical leave.

The electronic dossier and other materials shall be forwarded to the Provost. The written recommendation of the majority of the Committee on Personnel, Promotion, and Tenure shall be sent to the candidate on or before April 1 by the secretary of the Committee on Personnel, Promotion, and Tenure.

In order to formulate a recommendation on each sabbatical leave applicant, the Provost will review all the materials and recommendations, and may seek additional clarifying information from the School

Dean who wrote the original recommendation, from the members of the Committee on Personnel, Promotion, and Tenure who have reviewed the application, and/or from the candidate. The Provost shall submit all recommendations to the President on or before April 15.

In the event that the Provost makes a final recommendation contrary to the recommendation of the Committee on Personnel, Promotion, and Tenure, the Provost shall explain the reasons for such a recommendation in a meeting with members of this committee before submitting any written recommendation to the President. Should no agreement be reached, the reasons for their recommendations must be submitted in writing to the President by both the Provost and the Committee on Personnel, Promotion, and Tenure. The recommendation of the Committee on Personnel, Promotion, and Tenure, the School Dean and the Provost will be sent to the President, who makes the final determination whether or not to grant the sabbatical leave. Candidates will be notified by the President on or before May 1.

#### **4.4.1.2 LIMITATIONS**

Not more than five percent (5%) of the Core Faculty may be granted a sabbatical leave in any semester.

In extraordinary circumstances, subject to the approval of the Provost, applications for sabbatical leave may be made at a time other than stated in Section 4.4.1.1 above.

#### **4.4.2 SUPPORT FOR FACULTY DEVELOPMENT**

Faculty development includes any pursuit or activity by faculty members that has as its intended outcome the enhancement of professional expertise. The College is committed to helping provide opportunities for faculty to maximize their effectiveness as teachers, scholars, and practitioners in their given fields, and to encourage and support faculty development in such areas as learning new pedagogies, pursuing scholarly activities, grant writing, and professional retraining.

## 5. PERSONNEL POLICIES, PROCEDURES, AND ACTIONS

### 5.1 RECORDS

Records pertaining to the employment of a core faculty member shall be placed in the following locations:

- Office of Human Resources: for documents of a confidential nature and those relating to onboarding of the faculty member, including but not limited to, applications and background checks; salary, retirement, and benefits documentation; payroll documents; evidence of required employee training; and any documents that would normally be processed and kept by the Office of Human Resources for employees.
- Office of the Provost: for materials related to college-wide contractual matters and faculty actions, including but not limited to, college transcripts, letters of application, letters of recommendation, curriculum vitae, or documents related to processes established in this handbook including promotion, tenure, contract renewal or non-renewal, and sabbatical leave, as well as any disciplinary notices and grievance files. Dossiers for tenure, promotion, or contract renewal will be returned to the faculty member, although the recommendations and updated curriculum vitae will remain in the personnel file.
- Office of the School Dean/Director of Libraries: for documents relating to academic matters normally handled by the academic unit head(s) and/or Dean, including but not limited to, *Annual Summary Activity Forms*, Mid-Year Summary forms, Third-Year Reviews, classroom observations, and professional development plans. Documents relating to complaints against faculty are also retained. Such documents shall be retained at the school level and shall be electronically shared with the Office of the Provost.

In addition:

- Non-routine material relating to personnel actions, such as student complaints (excluding issues which are addressed through the College's grade appeals process) and disciplinary materials, shall be placed in files held in the Office of Human Resources and/or the Office of Provost as appropriate. Each faculty member must be informed when such non-routine material is placed in their file. Each faculty member shall have the right to append their comments to the file.
- A faculty member may inspect the file kept in the Office of Human Resources by submitting a request in writing to the Office of Human Resources. The file will be produced within five business days of the request. The inspection will occur in accordance with applicable Human Resources policies and procedures.
- A faculty member may inspect the file kept in the Office of the Provost by submitting a written request to the Office of the Provost. The file will be produced within five business days of the request. The faculty member may reasonably secure copies of any materials therein within five business days of requesting the same.

For all faculty materials, a faculty member may request the removal of a specific document from their file by submitting a written request to the Provost, or Dean/Director of Libraries, as appropriate. Upon mutual agreement, the material may be removed or amended, as appropriate. If the request is denied, the faculty member may appeal to the President. The President's decision is final.

A faculty member may request the removal of a specific document from their personnel files held in the Office of Human Resources in accordance with Human Resources policies and procedures. If the request is denied, the faculty member may appeal to the President. The President's decision is final.

## **5.2 SALARY**

Salary will be paid in twenty-four semi-monthly installments. The College will deduct from those installments such amounts as may be required by law.

## **5.3 LEAVES OF ABSENCE**

### **5.3.1 WITHOUT PAY**

#### **5.3.1.1 PURPOSE**

Mercy College provides unpaid leaves of absence up to one calendar year to core faculty members for a variety of reasons including, but not limited to, the following:

- Educational Purposes: to enable a faculty member to complete doctoral requirements or to pursue post-doctoral work;
- Professional Purposes: to enable a faculty member to pursue appropriate academic and professional opportunities, e.g., a visiting professorship;
- Personal Circumstances: leaves for maternity/paternity, medical and disability related, mental health, etc. shall be granted in accordance with the College's Human Resources Leave policies and applicable laws, and in alignment with leave time offered to College administrators.

Faculty who return after the start of a semester for leave must work with the Academic Unit Head and Dean to fulfill responsibilities for the remainder of the semester. This will be determined on a case-by-case basis, based on the needs of the academic unit and the school at the time.

#### **5.3.1.2 CONDITIONS**

A faculty member must agree in the application for a leave of absence that, if it is granted, they will return to full-time service at Mercy College for at least one year following the leave of absence. Up to five percent (5%) of the full-time faculty may be granted a leave of absence in any one academic year. Such leaves must ordinarily be so distributed that no more than one member of a department is on leave at any given time.

Requests for an extension of an approved leave of absence for extraordinary circumstances must be submitted to the Provost. Upon review, the Provost will submit their recommendation to the President for consideration and final decision.

These conditions for a leave of absence do not apply to faculty who apply for leave for Personal Circumstances. Questions regarding such leaves should be directed to the Office of Human Resources.

#### **5.3.1.3 PROCEDURES**

Application for a leave of absence (other than those pursuant to the Human Resources Policy) should be made through the School Dean, who will make a request to the Provost for approval. Upon review, the Provost will submit the recommendation to the President for consideration and final decision.

Unless of an emergency nature, applications for such leave shall be made on or before October 15 for the ensuing spring semester, and on or before March 15 for the ensuing fall semester. It is understood that circumstances arise in which the need for the leave of absence cannot be anticipated this far in advance. Under such circumstances, a faculty member may submit an application for a leave of absence after the specified deadlines.

#### **5.3.1.4 BENEFITS**

Faculty members on approved leaves of absence may make arrangements to continue insurance and other appropriate benefits during their leave. Upon their return, faculty members on approved leaves of absence are eligible for all raises and changes in benefits that occurred during their absence.

#### **5.3.1.5 STATUS**

Faculty members on approved leaves of absence can also submit a request to the Provost that the clock for tenure, annual and multiple year contract renewal, and any other applicable faculty actions, be stopped for up to one year. If no request is made, the clock will continue to run for all faculty actions.

For Annually-Renewable and Multiple-Year Contract faculty, if the leave of absences and the request to suspend the contract reappointment clock is approved, the current contract would be extended for one year.

### **5.3.2 WITH PAY**

#### **5.3.2.1 ABSENCE FROM CLASS**

The College must maintain compliance with all applicable federal, New York State, and other relevant government policies, regulations, and requirements, which generally include requirements and expectations for degrees and credits. Accordingly, in order to maintain compliance with the semester credit hour regulation, classes must meet for the required scheduled time. When it is necessary for a faculty member to be absent, either due to illness, jury duty, bereavement, etc., the following steps must be taken, regardless of the modality of the course:

1. Make acceptable alternative arrangements and inform the Dean and/or Academic Unit Head about the impending absence as soon as practicable so that the course can take place as scheduled.
2. In extenuating or emergency circumstances when a faculty member is not able to make a scheduled class and the scheduled class cannot take place, the faculty member must prepare an appropriate make-up method and must communicate the plan to the Academic Unit Head of the program and the School Dean.
3. In case of long-term absence, the School Dean and Academic Unit Head, in consultation with the faculty member, as needed, will make appropriate arrangements for coverage of all instructional and other contractual responsibilities. Please refer to the College's Employee Leave Policy, administered by the Office of Human Resources, regarding the process for taking leave.

Unreported and repeated absence is grounds for dismissal according to the procedures stated in Section 5.6.1.

## **5.4 NON-DISCIPLINARY SEPARATION**

### **5.4.1 RESIGNATION**

Resignation is the termination of services by voluntary action of a faculty member. A resignation should be tendered to the School Dean and should be submitted on or before January 15 of the last year of service. As with any Mercy College employee, resignation must follow existing Human Resources policies.

### **5.4.2 EXPIRATION OF TERM**

The service of a non-tenured faculty member automatically terminates with the expiration of their contract unless the faculty member is reappointed.

### **5.4.3 NON-REAPPOINTMENT**

#### **5.4.3.1 FACULTY ON ANNUALLY-RENEWABLE CONTRACTS**

For faculty on annually renewable contracts, a recommendation to not renew the contract for the next academic year is ordinarily made at the school level, and will be made in writing by the School Dean by the notification dates specified in Section 5.4.3.2. The School Dean will forward the recommendation to the Provost on the appropriate form from the *Faculty Procedures Manual*. The process for non-reappointment can also initiate at the Provost level. The Provost must consult with the School Dean before making the determination.

If the Provost determines that the Recommendation for Initiation of Non-Reappointment is warranted, the Provost will then deliver it to the faculty member. There will be at least a 30-day period between the faculty member receiving the Recommendation for Initiation of Non-Reappointment, and receiving the actual notice of non-reappointment. The recommendation will be delivered according to the schedules listed in Section 5.4.3.2 below.



### 5.4.3.2 NOTIFICATION SCHEDULES

For annually-renewable faculty in the **first year of service**:

1. The Dean submits the Recommendation for Initiation of Non-Reappointment to the Provost on or before February 22.
2. If warranted, the Provost delivers the Recommendation for Non-Reappointment to the faculty member and to the President on or before March 1.
3. If warranted, the President sends the Notice of Non-Reappointment to the faculty member on or before April 1 (or at least two months in advance of the termination if the first year of service terminates during the academic year).

For annually-renewable faculty in the **second or third year of service**, and faculty on a **Year-Four Probation**:

1. The Dean submits the Recommendation for Initiation of Non-Reappointment to the Provost on or before November 1.
2. If warranted, the Provost delivers the Recommendation for Non-Reappointment to the faculty member on or before November 15.
3. If warranted, the President sends the Notice of Non-Reappointment to the faculty member on or before December 15 (or at least six months in advance of the termination if the second or third year of service terminates during the academic year. For the purpose of this notification, faculty on a Year-Four Probation shall be considered to be in their third year of service).

For annually-renewable faculty and those on a multiple-year contract who have successfully completed the Third-Year Review process (i.e., **in the fourth year of service or greater**):

1. The Dean submits the Recommendation for Initiation of Non-Reappointment to the Provost On or before March 1.
2. If warranted, the Provost delivers the Recommendation for Non-Reappointment to the faculty member on or before March 15.
3. If warranted, the President sends the Notice of Non-Reappointment to the faculty member on or before August 31 (or at least nine months in advance of the termination if the fourth or later year of service terminates during the academic year). For tenure decisions, refer to Section 2.6.4.8.

### 5.4.3.3 NOTICES

A faculty member with an annually renewable contract who is notified of non-reappointment may be informed of the reason(s), if any, for the decision not to re-appoint. The College's commitment to provide the reason(s) for non-reappointment does not create any particular procedural rights or forms of redress.

Notice to a faculty member who has successfully completed the Third-Year Review, and is in their fourth year of service or later, must be accompanied by a statement of the reasons for non-reappointment.

Notice to a faculty member on multiple-year contracts of non-reappointment will be accompanied by a statement of the reasons for such non-reappointment.

In every case of non-reappointment of any full-time core faculty member, notice of non-reappointment shall be sent in writing by mail by the Office of the President and delivered to the faculty member in accordance with the schedules in Section 5.4.3.2 above.

#### **5.4.4 TERMINATION OF CORE FACULTY OTHER THAN ANNUALLY RENEWABLE**

Faculty who are not on annually-renewable contracts may be terminated for Dismissal for Cause (see Section 5.6 below) or under the following circumstances:

##### **5.4.4.1 TERMINATION OF A TENURED POSITION**

Tenure shall continue to be subject to the customary limitations, except that tenured appointments may be terminated by dismissal for cause or that they may also be terminated, under extraordinary circumstances, because of a determination of financial exigency or as a result of the discontinuation by the College of instruction in the program or programs in which a tenured appointee is qualified. The College is obligated to show justification for such action. Except for in cases of dismissal for cause, every reasonable effort will be made to reassign tenured faculty, subject to the needs of the College and the qualifications of the faculty member.

##### **5.4.4.2 TERMINATION OF MULTIPLE-YEAR CONTRACTS**

The service of a non-tenured faculty member automatically terminates with the expiration of their contract unless the faculty member is reappointed and the contract is renewed. The College will notify faculty members of non-reappointment as provided in Section 5.4.3.

Multiple-year contracts may also be subject to early termination for reasons of dismissal for cause (see Section 5.6) or, under extraordinary circumstances, because of a determination of financial exigency, or as a result of the discontinuation by the College of instruction in the program or programs in which a multiple year contract appointee is qualified. In the case of early termination of multiple-year contracts for cause, the College will provide reasons orally, or if requested by the faculty member, the College will provide reasons in writing in accordance with Section 5.6.1 within five business days of the faculty member's written request to the Provost. In the case of early termination of multiple-year contracts because of a determination of financial exigency, or as a result of the discontinuation by the College of instruction in the program or programs in which a multiple year contract appointee is qualified, notice of termination will be provided pursuant to Section 5.6.2. In addition, the College will provide reasons orally, or if requested by the faculty member, the College will provide reasons in writing within five business days of the faculty member's written request to the Provost. (For multiple-year contract *track* faculty on annually-renewable contracts, please refer to Section 5.4.3.1.)

##### **5.4.4.3 TERMINATION OF FIVE-YEAR CONTINUOUS SERVICE CONTRACT**

Continuous employment under a five-year continuous service contract shall be subject to termination during the contractual period, and to non-reappointment at the end of the same period under the same

conditions that apply to the termination of a tenured appointment, but with further limitations: (a) that reappointment may be denied when such reappointment would be demonstrably inconsistent with the needs of the College; and (b) in any case of a determination of financial exigency, the right of any tenured appointee in any academic discipline to continued employment shall take precedence over the right of anyone in the same academic discipline employed under a five-year continuous service contract.

## **5.5 ADDRESSING FACULTY CONDUCT AND PERFORMANCE ISSUES**

Section 1.3 of this Handbook sets forth guidelines consistent with AAUP policies for responsibilities and expectations of faculty members when carrying out their professional responsibilities. When situations arise wherein a faculty member's performance or conduct does not conform to their responsibilities and expectations, whether in or outside of the classroom, such conduct and performance needs to be addressed. In cases that can be readily resolved, informal resolution should be sought.

In other situations, however, a faculty member's conduct or performance may rise to a level that requires some action be sought on the part of the College. This section provides some guidance as to when faculty behavior and performance might justify college action, and sets forth some of the sanctions that can be imposed when warranted.

### **5.5.1 COMPLAINTS**

Faculty, staff, and other community members can file a complaint against a faculty member with the relevant Academic Unit Head. The Academic Unit Head must notify the Dean and Provost's Office upon receipt of a complaint. Thereafter, the Academic Unit Head will conduct an investigation into the allegations. After the investigation, the Academic Unit Head will make a determination regarding whether a violation of college policy has occurred and/or whether the conduct was inappropriate on the part of the faculty member. If the latter, the AUH will make a recommendation to the Dean and Provost that disciplinary action is warranted. If the complaint involves the AUH or if the AUH has a conflict of interest and cannot perform the duties listed above, the Dean will assume those duties.

If the complaint relates to sexual harassment or other forms of discrimination, it should immediately be referred to the Title IX Coordinator/Equity Compliance Specialist.

### **5.5.2 DISCIPLINARY PROCEDURES AGAINST FACULTY**

Discipline may be warranted against a faculty member when their conduct and performance does not conform to expectations and responsibilities, and/or violates College Policy, including HR policies for all College employees.

### **5.5.3 COURSES OF ACTION OTHER THAN DISMISSAL**

The imposition of a course of action is an action not to be taken lightly or without just cause or due process. Refer to the Faculty Procedures Manual for benchmarks of practice and AAUP guidelines.

Faculty conduct and performance issues can be grounds for disciplinary action taken by the College. When concerns about inappropriate faculty behavior or performance issues cannot be resolved at the

level of the appropriate academic unit, or if there is a formal recommendation by the AUH that disciplinary action is warranted, disciplinary action can be taken by the Provost.

Penalties that can be imposed by the Provost include but are not limited to:

- a warning or reprimand;
- employee training;
- restrictions on teaching and other student-facing activities;
- reassignment;
- suspension, with or without pay;
- loss of administrative duties;

The faculty can accept the penalty, or may file a grievance relating to the penalty (see section 5.7.4).

In all matters, except for dismissal, the burden of proof rests upon the petitioner. In cases of dismissal (below), the burden rests upon the College.

#### **5.5.3.1 RECORDS OF COURSES OF ACTION**

Any documentation of courses of action shall be placed in the personnel file. In the case of courses of action which are overturned by grievance process or the President, there will be no record kept in the personnel file of the faculty member. However, the files of any proceedings will be retained by College counsel in the event of any legal proceedings as an outcome to the process.

## **5.6 DISMISSAL FOR CAUSE**

### **5.6.1 REASONS**

Termination of a faculty contract for cause shall include the following:

- Incompetence;
- Neglect of duty;
- Repeated and willful disregard of the faculty member's obligations to the College;
- Physical or mental incapacities that prohibit the faculty member from performing the essential functions of their job despite reasonable accommodation(s);
- Misconduct of a character seriously prejudicial to teaching, scholarship, or the welfare of the College or members of the College community.
- The commission of a criminal act, whether or not performed in the workplace, that subjects or if generally known would reasonably subject the College to public ridicule or embarrassment or demonstrate the unfitness of the faculty member for continued employment by the College.
- Any act or omission resulting in or intended to result in personal gain at the expense of the College.
- Any falsification of credentials or misconduct in research uncovered at any time during the faculty member's employment.

### **5.6.2 NOTICE AND EFFECTIVE DATE OF TERMINATION**

The College may terminate for cause the appointment of a faculty member whose time of appointment has not expired by mailing notice of such termination to the faculty member at their last known address at least 30 days before the date of such termination stated in the notice of termination, except that such termination date shall be extended by such time as shall be necessary to complete any hearing pursuant to the grievance procedures if requested by the faculty member as provided in this Handbook and for the final determination to be rendered thereon. The extension provided as a result of a request for a grievance hearing shall not extend beyond the expiration date of the faculty member's employment contract.

### **5.6.3 COMPENSATION IN THE EVENT OF TERMINATION FOR CAUSE**

From and after the date of termination for cause, the College shall have no liability to pay the faculty member any further compensation, except compensation for services rendered prior to such date of termination (including the period of any hearing). Pursuant to standards set forth in this *Faculty Handbook*, the College shall not be required to allow the faculty member to teach or be present at the College during the period between such notice and such date of termination.

### **5.6.4 SUSPENSION PENDING A GRIEVANCE HEARING**

Summary suspension pending a hearing, if any, is an extraordinary remedy, but nothing in this *Faculty Handbook* or elsewhere shall be interpreted as precluding such action by the President or the Provost whenever, in the judgment of either of them, continuance of the faculty member in service threatens substantial harm to himself or herself, to others, or to the welfare of the College or members of the College community. Suspension pending a hearing shall be with pay. Such suspension does not imply guilt.

## **5.7 INFORMAL RESOLUTION, MEDIATION, AND GRIEVANCE**

### **5.7.1 PURPOSE**

The policies outlined here are intended to promote the voluntary resolution of differences among core faculty and also between core faculty members and the College in a fair and equitable manner. The procedures may be used to resolve any dispute between such faculty members and the College except for matters expressly covered elsewhere in this Handbook or under the College's employee policies.

These procedures do not prevent a faculty member from initiating any judicial, administrative, or other legal proceeding against the College.

### **5.7.2 INFORMAL RESOLUTION**

The College encourages all parties finding themselves in a dispute, such as interpersonal conflict and workplace issues, lab or office space disagreements, to make a good faith effort to resolve the issues between themselves—by exploring one another's needs and the possibilities of mutual accommodation.

If the parties cannot come to an agreement among themselves, they should consult with the Academic Unit Head(s), and/or Dean.

If the issue remains unresolved, or if the dispute involves the academic unit head(s), a faculty member should next consult with the Faculty Association to facilitate a resolution between the parties before seeking a formal resolution process.

If the dispute is between a faculty member (including an Academic Unit Head) and a Dean, the faculty member should refer the matter to the Provost. The faculty member also may further consult with the Faculty Association.

### **5.7.3 THE MEDIATION PROCESS AND PROCEDURES**

Should efforts to resolve the dispute through informal resolution be unsuccessful, the parties may decide to drop the matter, or may seek to pursue the matter through mediation.

Mediation is defined as “negotiation facilitated by one or more impartial third parties” (Schellenberg, 1996, p. 182). Mediation is a process for addressing a complaint regarding procedure, process, or professional conduct in all matters as presented in the *Faculty Handbook* except for those specified under Section 5.4, *Grievance*. Mediation is a non-binding process that seeks to achieve a mutually agreed resolution. Faculty also have a right to request a mediation process for conflicts among faculty members.

#### **5.7.3.1 BASIC PREMISES OF MEDIATION**

- The role of mediators is to aid the parties in coming to an agreement. Mediators may make suggestions, but the final decisions concerning if to agree and what to agree on remain under complete control of the parties.
- Upon agreement of the parties, advisors to each party may participate in the mediation under terms agreed to by the parties themselves.
- Generally, mediation and its resolution is confidential unless the parties decide otherwise.
- The College will periodically offer training in mediation skills, to facilitate an organizational culture hospitable to successful dispute resolution.

#### **5.7.3.2 INITIATION OF COMPLAINT**

Within 30 calendar days after discussions between the parties have failed to resolve the issue at the academic unit level, the faculty member (hereafter referred to as “petitioner”) files a written complaint and request for mediation with the Mediation Chair. In order to be considered, the statement of the complaint should include:

- A brief description of the alleged act or omission giving rise to the complaint;
- The basis for the complaint, such as a misinterpretation, incorrect application, or violation of a policy as set forth in this *Faculty Handbook*; a policy guaranteeing academic freedom; or some other policy or procedure of Mercy College, including but not limited to the policies prohibiting discrimination and sexual harassment;

- Evidence of efforts to resolve the complaint including documentation of meetings or other communication that demonstrates such effort;
- The remedy the petitioner seeks; and
- The address and telephone number where the petitioner wishes to be reached.

### **5.7.3.3 FORMATION OF THE MEDIATION COMMITTEE**

The Mediation Committee: The Mediation Chair and the Alternate Mediation Chair are elected by the core faculty for a term of two years. The Chair and the Alternate Chair cannot be members of the same School. Training will be provided for all members.

After receiving the written complaint from the faculty member, the Chair forms a three-member Faculty Committee composed of the Chair and two members from the core faculty chosen by lot. At least one member shall be of the same rank as the petitioner.

If a faculty member selected by lot cannot be impartial, they must recuse themselves and another faculty member will be selected by lot.

In the event the complaint involves the Chair of the Mediation Committee in any way or they are unable to serve, the Alternate Chairperson shall serve as Chair for the particular procedure. In addition to the three voting faculty members who serve on the Mediation Committee, there are two non-voting attendants to the Committee:

- The petitioner may have any faculty member or other member of the College community, who is not an attorney, act as advisor whose only role will be that of a consultant to the petitioner during the proceedings. The advisor may address the Committee at the discretion of the Mediation Chair. This advisor may be a member of the Faculty Association, if desired by the petitioner, but it is not mandatory.
- The President may appoint a College representative when appropriate who is not an attorney, who has the right to address the Mediation Committee and participate in the proceedings as directed by the Chair.

### **5.7.3.4 NOTIFICATION OF A MEETING**

Within 20 calendar days of receiving the complaint from the petitioner, the Chair shall hold a meeting to aid it in its mediation of the complaint.

The Mediation Committee Chair shall advise the petitioner in writing, at least ten 10 days in advance, of the date and place of the meeting.

The Mediation Chair shall be the presiding officer at the meeting and, as such, shall be responsible for the conduct of the meeting. The entire Committee shall constitute a quorum.

### **5.7.3.5 COMMITTEE PROCEDURES**

The Mediation Committee shall meet with the parties for the purpose of reaching an agreement mutually acceptable to the parties and in conformance with the policies of Mercy College.

By mutual consent, the parties may extend the mediation for a reasonable time.

#### **5.7.3.6 RECORDING OF MEETING**

A note taker or tape recorder may be used to keep a digest of the proceedings: that is, the names and addresses of the participants and a summary or a verbatim record of their participation. That note taker may not be one of the other parties outlined in this process. Either party shall be entitled to record the proceedings.

#### **5.7.3.7 PARTIES' DECISION**

If the parties come to an agreement during the meeting, the Mediation Committee shall report the agreement to the Provost and the matter will be considered resolved.

If the parties do not come to an agreement during the mediation process, the matter(s) will be presented for resolution to the administrative head at the next higher level of authority of any of the parties involved. This administrative authority will make a decision and communicate it to all the parties involved immediately thereafter.

#### **5.7.3.8 ADMISSIBILITY OF INFORMATION**

As this is a mediation process, formal rules of evidence do not apply. All decisions related to the admissibility of evidence and the conduct of the hearing will be made in the sole discretion of the Chair as they relate to the achievement of a mediated agreement.

#### **5.7.3.9 MAINTENANCE OF MEETING FILES**

The mediation file refers to all materials submitted and reviewed during the course of a mediation procedure. The file is kept by the Mediation Committee chair during the course of the mediation.

When a final decision is reached, this decision is recorded in the mediation file and the file is kept thereafter in the faculty member's personnel file, unless by mutual agreement of the parties concerned it is determined that all references to the mediation be expunged from the employee's file. During the mediation procedure, the mediation file may be inspected by the faculty member, the Mediation Committee, and any designated officers of the College charged with responsibility in the resolution of the mediation.

#### **5.7.3.10 TIME LIMITATIONS**

If the petitioner fails to comply with the limitations of time specified herein, the College may rightfully refuse to process a complaint further, and the complaint shall be considered null and void.

Nothing herein, however, limits the College and the faculty member from agreeing to extend any time limitation.



#### **5.7.4 GRIEVANCE AND GRIEVANCE PROCEDURES**

A grievance is a process for addressing a complaint regarding procedure or process in eight matters as presented in the Faculty Handbook:

- Dismissal
- Non-reappointment
- Reduction of length of term of multiple-year contract
- Denial of promotion
- Denial of tenure
- Denial of sabbatical leave
- Denial of leave of absence
- Imposition of a course of action by the Provost.

##### **5.7.4.1 INITIATION OF GRIEVANCE**

Within 60 calendar days of receiving notice of dismissal, non-reappointment, denial of promotion, denial of tenure, or denial of sabbatical or other leave of absence, or imposition of a course of action by the Provost, the faculty member (hereafter referred to as “petitioner”) makes a written request to the President for a formal Grievance Hearing. In order to be considered, the statement of grievance shall include:

- A brief description of the action giving rise to the grievance;
- The basis for a grievance with a clearly stated explanation of the procedure or process not followed in violation of policy or procedure of Mercy College set forth in this Handbook;
- Evidence to support the grievance including a list of witnesses and all documents that are in support of or against the complaint must be placed in the President’s Office at least seven days before the hearing and be available for review by the petitioner and the administration;
- The remedy the petitioner seeks; and
- The address and telephone number where the petitioner wishes to be reached.

##### **5.7.4.2 FORMATION OF THE GRIEVANCE COMMITTEE**

The Grievance Chair and the Alternate Grievance Chair are elected by core faculty for a term of two years from the ranks of associate professors and professors who have been members of the core faculty of Mercy College for at least five years. The Chair and the Alternate Chair cannot be members of the same School.

After being notified by the President, the Chair forms a five-person faculty committee composed of the Chair, one member appointed by the President, two members selected by lot, and one member selected by the petitioner. Members of the Personnel, Promotion, and Tenure Committee or the Multiple Year Contract Review Committee shall not be eligible to serve if the matter subject to grievance has been presented to the respective committee. Standard practices of recusal should be considered by the Grievance Committee Chair.

If the grievance involves the Chair of the Grievance Committee, or if for any reason, they are unable to serve, the Alternate Chairperson shall serve.

In addition to the five voting faculty members who serve on the Grievance Committee, there are two non-voting attendants to the Committee:

- The petitioner may have any faculty member or other member of the College community, who is not an attorney, act as advisor whose only role will be that of a consultant to the petitioner during the hearing proceedings. The advisor may not address the hearing committee nor question witnesses or evidence. This advisor may be a member of the Faculty Association, if desired by the petitioner, but it is not mandatory.
- The President will appoint a College representative, who is not an attorney, who has the right to question witnesses and any evidence offered by the petitioner, present witnesses and evidence.

The petitioner and the College representative appointed by the President shall be permitted to ask questions of any and all witnesses.

#### **5.7.4.3 NOTIFICATION OF A HEARING**

Within 20 calendar days from the date that the complaint is filed, the chair shall hold a hearing to aid in its resolution of the grievance.

The Grievance Committee chair shall advise the petitioner in writing, at least 10 days in advance, of the date and place of the hearing.

The Grievance Committee chair shall be the presiding officer at the hearing and, as such, shall be responsible for the conduct of the hearing. The entire committee shall constitute a quorum.

#### **5.7.4.4 COMMITTEE PROCEDURES**

If there is more than one petitioner, only one person shall be permitted to act as spokesperson for the group. The spokesperson for the group must be a member of the grieving group and will present the case for the group and will examine all witnesses that the group or College may have.

It will be the responsibility of the petitioner to introduce evidence that substantiates the grievance.

After the petitioner has introduced all evidence in support of the grievance, the College should be given an opportunity to present its side of the grievance.

The petitioner and the College representative appointed by the President shall be permitted to ask questions of any and all witnesses.

Formal rules of evidence will not apply. All decisions related to the admissibility of evidence and the conduct of the hearing will be made in the sole discretion of the chair.

#### **5.7.4.5 RECORDING OF THE HEARING**

A note taker or tape recorder may be used to keep a digest of the testimony: that is, the names and addresses of the witnesses and a summary or a verbatim record of their testimony. That note taker may not be one of the other parties outlined in this process. Either party shall be entitled to record the proceedings.

#### **5.7.4.6 COMMITTEE'S DECISION**

After the hearing is concluded, the members of the Grievance Committee shall meet to deliberate. It is the duty of the Grievance Committee to recommend whether the grievance should be sustained or dismissed and what remedy, if any, should be imposed.

The Committee shall reach a decision by vote of a majority in written ballot. Once a decision has been reached, the Committee shall prepare a written report for presentation to the President of Mercy College and the petitioner within ten days after the hearing. This report shall set forth specific findings, a summation of the arguments on both sides, the recommended resolution of the grievance and the record of the vote tally. The report shall be presented to the President within ten days after the hearing.

Upon receipt of the report and recommendation of the Grievance Committee, the President shall review all evidence and statements of position and make a determination. The President must render a decision in writing within ten (10) calendar days of receipt of the Grievance Committee's recommendations to the petitioner. The President's decision is final.

#### **5.7.4.7 MAINTENANCE OF HEARING FILES**

The grievance file refers to all materials submitted and reviewed during the course of a grievance procedure. The file is kept by the Grievance Committee chair during the course of the grievance.

When a final decision is reached, this decision is recorded in the grievance file and the file is kept thereafter in the faculty member's personnel file, unless by mutual agreement of the parties concerned it is determined that all references to the grievance be expunged from the employee's file. During the grievance procedure, the grievance file may be inspected by the faculty member, the Grievance Committee, and designated officers of the College charged with responsibility in the resolution of the grievance.

#### **5.7.4.8 TIME LIMITATIONS**

If the petitioner fails to comply with the limitations of time specified herein, the College may rightfully refuse to process a grievance further, and the grievance shall be considered null and void.

Nothing herein, however, limits the College and the faculty member from agreeing to extend any time limitation.