

## **CHAPMAN UNIVERSITY FACULTY MANUAL**

**Approved by the Board of Trustees on June 27, 2016  
Effective August 1, 2016**

This Manual contains the approved policies and procedures of the University concerning the terms and conditions of employment of full-time Faculty and is incorporated into the individual employment agreement ("Agreement") between each full-time faculty member and the University. Where the terms and provisions of a written Agreement or approved academic unit or department policy\* are in conflict with this Manual, the provisions of the Agreement or policy will supersede this Manual. Otherwise, the official policies of the University as set forth in this Manual are legally binding on all parties for the specific period covered by a letter of appointment or Agreement and will not be changed during that period except to the extent this Manual is amended in accordance with defined procedures. Nothing in this Manual shall infringe existing written contractual rights of persons who are faculty members at the time this Manual is adopted.

All substantive disputes relating to this Manual will be resolved in accordance with Section X of the Manual. Where a question arises as to the meaning, intent or application of a provision of this Manual, as it relates to a faculty member's rights or responsibilities within his/her individual academic unit, the faculty member will direct his/her question, in writing, to his/her Dean. Where a question arises as to the meaning, intent or application of a provision of this Manual, as it relates to the greater faculty or University, the faculty member raising the question will direct his/her question, in writing, to the Provost.

This Manual supersedes any and all prior Faculty Manuals of Chapman University. This Manual is effective as of August 1, 2016.

\*Reference to "approved academic unit or department policy" throughout the Manual is to written policies that have been approved by the Provost and the Board of Trustees. These policies are found in the appendices of this Manual. Revisions to these policies require the approval of the Provost and the Board of Trustees. The Provost and the Board of Trustees may revise approved academic unit or department policies at their discretion.

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**Chapman University Faculty Manual  
as of August 1, 2016**

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# **I. ACADEMIC ENVIRONMENT**

## **A. Framework for Academic and Political Freedom**

Chapman assumes that its faculty is composed of mature and conscientious persons who fulfill their responsibilities without close supervision and meticulous rules. The primary responsibilities of each faculty member are effective teaching and scholarly or creative productivity. All faculty members are expected to develop a clear understanding of their particular responsibilities and to fulfill them on their own initiative in their own creative manner, consistent with the goals and policies of the University and their academic units.

Chapman University subscribes to the tenets of the AAUP statements of 1940, 1966 and 1969 on academic freedom, tenure and political activity, which statements were revised in 1989 and 1990 and are reproduced in Appendix A for reference purposes but which do not constitute official University policy. These AAUP statements are advisory in nature. In the event of a conflict between an AAUP statement and a faculty member's written Agreement or any provision of this Faculty Manual, the terms of the Agreement or Manual will control.

## **B. Policy for Freedom of Expression**

1. Chapman University reaffirms its commitment to the principle that the widest possible scope for freedom of expression is the foundation of an institution dedicated to vigorous inquiry, robust debate, and the continuous search for a proper balance between freedom and order. The University seeks to foster an environment in which persons who are legitimately on its campus may express their views as widely and as passionately as possible. At the same time, the University pledges to provide the greatest protection possible for controversial, unpopular, dissident, or minority opinions. The University believes that censorship is always suspect, that intimidation is always repugnant, and that attempts to discourage constitutionally protected expression are antithetical to the central focus of the University's mission: education and discovery of new knowledge.

2. It is the policy of Chapman University to maintain and encourage full freedom, within the law, of inquiry, teaching, and scholarly activity. In the exercise of this freedom faculty members may, without limitation, discuss subjects related to course content in the classroom; faculty members should, however, be careful not to introduce into their teaching controversial matter that has no relation to their subject.

3. The principle of academic freedom shall be accompanied by a corresponding principle of responsibility.

4. In his or her role as a citizen, a faculty member has the same freedoms as other citizens. However, a faculty member has an obligation to indicate that he/she is not an institutional spokesperson unless officially acting in that capacity.

5. Chapman University officials or other members of the University community in a position to review posters, publications, speakers, performances, or any other form of expression may establish legitimate time, place, and manner regulations for the maintenance of an orderly educational environment; however, they may not prohibit expression for any reason related to the content of the expression, except as permitted in those narrow areas of expression devoid of federal or state constitutional protection.

6. Speakers invited to campus by Chapman University organizations or individuals, and other speakers who may be legitimately present on campus, will be given the utmost protection to communicate their messages without disruptive harassment or interference. Opponents of those speakers enjoy the same protections for expressing their dissent.

7. All members of the University community share the duty to support, protect, and extend the commitment to the principle of freedom of expression, and to discuss this commitment with groups or individuals who seek to take part in university life. While all persons may seek peacefully to discourage speech that may be unnecessarily offensive to particular individuals or groups, or speech that may be antithetical to Chapman University's values, those persons must support the legal right of free speech.

### **C. Students' Freedom of Expression and Inquiry Policy**

The professor in the classroom and in conference should, consistent with the nature of the course, encourage free discussion, inquiry, and expression. Evaluation of student performance should not be based on opinions unrelated to academic standards. Students should be free to take reasoned exception to the data or views offered in any course of study and to reserve judgment about matters of opinion, but they are responsible for learning the content of any course of study for which they enroll. Students have protection through orderly procedures against prejudiced or capricious academic evaluation.

### **D. Faculty Rights and Procedures Concerning Student Classroom Behavior**

Faculty members are responsible for ensuring an effective learning environment for all students in their classes, which encourages active student participation, including the right to raise questions and challenge information. Hence, faculty members also have the responsibility and authority to maintain appropriate student behavior. Classes are defined as including laboratories, internships, field placements, or any settings that can be designated as a learning environment, such as travel studies and field trips.



Consequently, if a student is considered to be threatening or disruptive in the classroom, behaves in a way that interferes with the learning of other students, or refuses to fulfill the academic requirements of the course, the faculty member has the right to have the student who demonstrates such behavior removed from the class, either by administrative withdrawal or by making arrangements for the student to complete the requirements in absentia.

The faculty member should immediately report the matter to his/her Dean and Department Chair, if in a unit with a Chair. The faculty member may also request the assistance of the Dean of Students to provide advice or to mediate the dispute.

If the student wishes to appeal the decision of the faculty member, he/she must submit the appeal in writing to the relevant academic Dean within five working days of the decision. The Dean will then conduct an investigation. If the Dean determines that the faculty member is possibly at fault, the Dean may address the situation directly with the faculty member or may refer the matter to the Provost for disposition. If the student is dissatisfied with this outcome, he/she may submit a written appeal to the Provost, whose decision in these matters is final and binding. During this period of appeal, the student may not return to class. Even if the student's appeal is successful, the student may not return to the class, unless the faculty member has specifically agreed to this. If the Provost upholds the faculty member's original decision, the student may still be subject to the student conduct system for further conduct review at the discretion of the Dean of Students.

## **II. APPOINTMENTS**

### **A. Definition of Faculty**

The term Faculty, as used in this Manual, means those Chapman University employees who hold a faculty appointment and whose primary responsibilities include teaching and/or scholarly or creative activity. Administrators holding faculty appointments are governed by the University's Staff and Administrative Handbook, except for matters relating to their faculty appointment, duties unique to faculty, or academic freedom in connection with teaching, research or creative activities.

Faculty holding an administrative appointment in addition to their faculty appointment (e.g., Chair, Associate Dean, Director) are governed by the University's Staff and Administrative Handbook in regard to their administrative appointment and duties and are governed by the Faculty Manual in regard to their faculty duties and activities.

### **B. Appointment Policies**

The following policies are guided by the 1982 Recommended Institutional Regulations on Academic Freedom and Tenure of the American Association of University Professors.

#### ***1. Statement of Terms of Appointment***

- a. All faculty Offer Letters are sent by the Provost and become part of the Faculty Agreement between the faculty member and the University. Any understandings relating to a faculty member's responsibilities which are different from the responsibilities contained in this Manual shall be reflected in the Offer Letter.
- b. Faculty will also receive a Faculty Agreement outlining the terms of their appointment. In the event of any inconsistencies between the Faculty Agreement or this Manual, the Faculty Agreement shall control.
- c. The terms and conditions of reappointment for faculty shall be stated or confirmed in writing and a copy of the appointment document shall be supplied to the faculty member. Any subsequent extensions or modifications of an appointment, and any additional agreements or understandings, shall be stated in writing and a copy shall be given to the faculty member.

#### ***2. Locus of Appointment***

The faculty appointment at Chapman University is to the academic unit (i.e., department, or if no department, the school, college, or conservatory) as delineated in the Offer Letter and Faculty Agreement.

## **C. Tenured and Tenure-Track Appointments**

A tenure-track appointment is one that may lead to tenure under the terms of this Manual. An appointment with tenure is a continuing appointment to full-time employment through each successive academic year, with duties and privileges as defined under the terms of this Manual. Most faculty appointments are made for a roughly nine-month period, from late August through May, referred to as an academic year. Some academic units may provide different terms of appointments. The specific term of appointment is specified in the Faculty Agreement between the University and the faculty member.

### ***1. Initial Appointment***

Tenured faculty and tenure-track (probationary) faculty are appointed on a full-time basis with responsibilities for teaching, scholarly or creative work, advising, and service. Such faculty shall be appointed to one of the following ranks:

#### **a. ASSISTANT PROFESSOR**

The rank of Assistant Professor designates an entry-level position for a probationary faculty member who has completed a terminal degree in the field in which he or she proposes to teach from a regionally accredited institution (or its international equivalent). Exceptions shall be approved by the Provost.

#### **b. ASSOCIATE PROFESSOR (without tenure)**

A person may be appointed to a full-time faculty position at the rank of Associate Professor provided he or she meets the qualifications for Assistant Professor, and has at least four years of full-time teaching experience at another college or university, or has extensive professional experience judged to be equivalent to teaching. Those persons appointed with the rank of Associate Professor without tenure will have the same probationary status as persons appointed to the rank of Assistant Professor, but may be given a shortened probationary period. Exceptions shall be approved by the Provost.

#### **c. ASSOCIATE PROFESSOR (with tenure)**

A person may be appointed to a full-time faculty position at the rank of Associate Professor with tenure provided he or she meets the qualifications for Assistant Professor, and has demonstrated excellence in teaching at another college or university for at least four years. Equally important is that the faculty member possesses a record of scholarly/creative accomplishments of high quality and shows clear promise to continue to do so. Appointments with tenure are made upon the recommendation of the Provost to the Board of Trustees, following a review and recommendation from the unit Faculty Review Committee (FRC) (see V.A.6.c) and a recommendation from the Dean of the unit concerning the appropriateness of the appointment. The final decision concerning an appointment with tenure rests with the Board of Trustees. Exceptions shall be approved by the Provost.

#### **d. PROFESSOR**

A person may be appointed to a full-time faculty position at the rank of Professor provided he or she meets the qualifications for Associate Professor with tenure and has demonstrated excellence in teaching and prolonged and active participation in his or her

professional field. Equally important is that the faculty member possesses an exemplary record of scholarly/creative accomplishments of high quality. Initial appointments at the rank of Professor come with tenure. Appointments with tenure require a recommendation of the unit Full Professor Review Committee (FPRC) (see V.A.6.c) and a recommendation by the Dean of the unit concerning the appropriateness of the appointment. These recommendations will be forwarded to the Provost. The final decision concerning an appointment with tenure rests with the Board of Trustees.

## ***2. Probationary Period***

Prior to the tenure decision, the tenure-track faculty member is in a probationary period of service. The total period of full-time service prior to the acquisition of continuous tenure shall not exceed seven years except for previous service in other institutions or time at Chapman University specifically exempted from the probationary period by mutual written agreement of the faculty member, Chair (if applicable), Dean, and Provost. Faculty on approved family, medical or pregnancy leave during their probationary period are entitled to (but are not required to take) an extension of their probationary period coinciding with their approved leave. Credit for prior full-time teaching toward the probationary period at Chapman University should be determined jointly by the new faculty member, Chair and/or Dean, and the Provost at the time of the initial appointment. Faculty have the option to present their application for tenure before the seventh year of service if they feel they can make an adequate case for tenure in an earlier year.

If the initial appointment begins after the start of the academic year, the following academic year is deemed the first year of the probationary period, unless the faculty member's written employment agreement specifies otherwise.

During the probationary period, tenure-track faculty have the same privileges of academic freedom as are afforded to all other members of the faculty.

## ***3. Reappointment of Probationary Faculty***

Reappointment of probationary faculty is based on evidence of satisfactory progress toward achieving tenure. The Chair and Dean will provide ongoing feedback to the faculty member, including an annual review in accordance with the provisions of this Manual. The appropriate Faculty Review Committee and/or the Faculty Personnel Council shall provide guidance to such faculty in writing as to their progress, noting strengths and weaknesses, and suggesting positive steps to prepare more fully for tenure consideration.

Probationary faculty are appointed for specific periods, with no right to reappointment beyond the term specified in the Faculty Agreement between the faculty member and the University, regardless of the content of prior reviews or the number of times a faculty member has been previously reappointed. Except as provided elsewhere in this Manual, the decision to reappoint a faculty member during the probationary period is within the discretion of the University, and no particular showing or finding is required to support a decision on non-reappointment. A statement by the University of a reason for non-reappointment does not imply

that the University is required to provide any such reason or meet any standard for non-reappointment.

#### ***4. Recommendation for Reappointment***

During the probationary period, critical year reviews and subsequent recommendations regarding reappointment are made to the Provost in the second and fourth years by the academic unit and the Faculty Personnel Council.

#### ***5. Schedule for Reappointment***

Notification of reappointment will be delivered on or before April 15. In the case of non-reappointment, the faculty member will normally be offered a terminal appointment for one additional academic year. Faculty who are not reappointed because of dismissal for cause as defined by Section VIII.B and provided for in Section IX.F of this Manual will not receive a terminal year.

### **D. Non-tenure Track Appointments**

Non-tenure track appointments are appointments that do not lead to consideration for tenure. The specific responsibilities of faculty holding non-tenure track appointments will be specified in the Faculty Agreement between the University and the faculty member. Such appointments carry no expectation of tenure and no right of employment or reappointment beyond the end of the term specified in the Faculty Agreement. Time served in a non-tenure track appointment shall not be creditable toward tenure, except at the sole discretion of the Provost. Non-tenure track appointments include both full-time and part-time appointments. Full-time non-tenure track contracts will be issued for a specified period of time, between one and five years. Most full-time non-tenure track appointments are made for a roughly nine-month period, from late August through May, referred to as an academic year. Some academic units or departments may provide different terms of appointment. The specific term of appointment is specified in the Faculty Agreement between the University and the faculty member.

Full-time non-tenure track contract may be terminated during the specified term of their appointment in accordance with Section IX.D or IX.F. Faculty so terminated may avail themselves of the grievance process in Section X.

Part-time non-tenure track adjunct appointments are made for specific teaching assignments upon the recommendation of the Chair or Dean of the appropriate academic unit and approval by the Provost or his/her designee.

Non-tenure track faculty have the same privileges of academic freedom as are afforded to faculty with tenure-track positions.

Normally, no more than 25% of the full-time faculty may be on non-tenure track appointments. It is expected that this will be achieved with normal attrition, conversion to tenure-track positions, and new tenure-track lines.

The grievance process in Section X of this Manual does not apply to non-tenure track faculty except as set forth in this Section II.D, or for grievances based on an alleged violation of the faculty member's rights of academic freedom.

### ***1. Initial Appointment***

The Provost will approve the position description and qualifications for all non-tenure track appointments. The department or academic unit will select a candidate to fill the position. The Provost will have final approval of all contracts and all exceptions shall be approved by the Provost.

Non-tenure track faculty shall be appointed to one of the following ranks modified, where appropriate, by a special designation as described in section II.D.2:

#### **a. INSTRUCTOR**

The rank of Instructor designates a non-tenure track position for a faculty member engaged primarily in teaching. A person holding the position of Instructor may or may not have completed his or her terminal degree. Full-time instructors may be reappointed, but are not eligible for promotion in rank.

#### **b. ASSISTANT PROFESSOR**

The rank of Assistant Professor with an appropriate special designation is an entry-level position for a non-tenure track faculty member who has completed his or her terminal degree in the field in which he or she proposes to teach from a regionally accredited institution (or its international equivalent).

#### **c. ASSOCIATE PROFESSOR**

A person may be appointed to a non-tenure track faculty position at the rank of Associate Professor with an appropriate special designation provided he or she meets the requirements for an Assistant Professor and has at least four years of full-time teaching experience at another college or university, or has extensive professional experience judged to be equivalent to teaching. In addition, a person appointed to the rank of Associate Professor must have demonstrated record of accomplishment in scholarly, creative or professional activities.

#### **d. PROFESSOR**

A person may be appointed to a non-tenure track faculty position at the rank of Professor with an appropriate special designation provided he or she meets the requirements for an Associate Professor and has demonstrated excellence in teaching and prolonged and active participation in one's professional field. Equally important is that the faculty member possesses an exemplary record of scholarly/creative accomplishments of high quality.

## ***2. Special Designations***

Effective August 1, 2014, all new contracts issued by Chapman University to non-tenure track faculty at the rank of Assistant, Associate, or Full Professor shall assign one of the following modifying title designations:

a. **ARTISTIC FACULTY** Artistic faculty titles designate non-tenure track faculty in programs in artistic disciplines whose accomplishments are primarily creative in nature. The term is used to modify the titles of Assistant Professor, Associate Professor, and Professor (as in "Artistic Assistant Professor"). Artistic faculty are responsible for teaching, advising, and service, as well as creative, and/or professional activities. The specific responsibilities of individuals appointed as Artistic faculty shall be specified in the Faculty Agreement. Artistic faculty are eligible for promotion as described elsewhere in this Faculty Manual.

b. **CLINICAL FACULTY** Clinical faculty titles designate non-tenure track faculty in professional or pre- professional programs whose accomplishments and activities are primarily in the area of clinical or professional practice as an alternative to academic research or creative activities. The term is used to modify the titles of Assistant Professor, Associate Professor, and Professor (as in "Clinical Assistant Professor"). Clinical faculty are responsible for teaching, advising, and service, as well as professional or clinical activities, which may include scholarly research. The specific responsibilities of individuals appointed as Clinical faculty shall be specified in the Faculty Agreement. Clinical faculty are eligible for promotion as described elsewhere in this Faculty Manual.

c. **INSTRUCTIONAL FACULTY** Instructional faculty titles designate non-tenure track faculty engaged primarily in teaching, as an alternative to academic research or creative activities. The term is used to modify the titles of Assistant Professor, Associate Professor, and Professor (as in "Instructional Assistant Professor"). Instructional faculty are responsible for teaching, advising, and service, and may pursue scholarly research or creative activities. The specific responsibilities of individuals appointed as Instructional faculty shall be specified in the Faculty Agreement. Instructional faculty are eligible for promotion as described elsewhere in this Faculty Manual.

d. **OF PRACTICE** Of Practice faculty titles designate non-tenure track faculty with special experience or expertise in a nonacademic career. The designation is used to modify the titles of Assistant Professor, Associate Professor and Professor (as in "Assistant Professor of Practice"). Of Practice faculty are responsible for teaching, advising, and service, and may pursue scholarly research or creative activities. The specific responsibilities of individuals appointed as Of Practice faculty shall be specified in the Faculty Agreement. Of Practice faculty are eligible for promotion as described elsewhere in the Faculty Manual.

e. **RESEARCH FACULTY** Research faculty titles designate non-tenure track faculty engaged primarily in research activities, usually supported by external funding. Research faculty may be associated with a center or institute rather than a degree granting academic unit. Research faculty may engage in limited teaching as an ancillary responsibility. The term is used to modify the titles of Assistant Professor, Associate

Professor, and Professor (as in "Research Assistant Professor"). Research faculty are eligible for promotion as described elsewhere in this Faculty Manual.

f. **VISITING FACULTY** Visiting faculty titles designate non-tenure track faculty who are (a) citizens of another country limited by their visas to temporary service; or (b) on leave from another university or college; or (c) on leave from industry, government, or a profession. The term is used to modify the titles of Assistant Professor, Associate Professor, and Professor (as in "Visiting Assistant Professor"). Visiting faculty are appointed to a one term or one-year contract. No individual may serve as a Visiting Faculty member for more than two years. Visiting faculty are not eligible for promotion.

g. **IN RESIDENCE FACULTY** In Residence faculty designates temporary faculty with special experience, expertise or renown. Such titles include Artist in Residence, Executive in Residence, Scholar in Residence, Writer in Residence, or other title approved by the Provost. In residence faculty may engage in teaching, lecturing, advising and mentoring of students, and scholarly and creative activities as specified in the Faculty Agreement. In Residence faculty are not eligible for promotion.

h. **TRUSTEE PROFESSOR** The title of Trustee Professor denotes a short-term non-tenure track position for a faculty member whose accomplishments deserve special recognition. Such appointments require the approval of the Board of Trustees. Trustee professors are not eligible for promotion.

### ***3. Reappointment***

Upon completion of a non-tenure track appointment, a non-tenure track faculty member may be offered a new Faculty Agreement at the same rank. However, there is no presumption of renewal or reappointment for non-tenure track faculty, except in the Fowler School of Law, where a non-tenure track faculty member in his or her fifth year of teaching at the FSOL may be awarded a five-year presumptively renewable contract if his or her performance is deemed excellent, overall, and if the renewal of his or her contract represents a significant and identifiable asset to the Fowler School of Law. In the event of reappointment of any non-tenure track faculty member, the new employment agreement will be issued by April 15 of the year the old Faculty Agreement expires, whenever possible.

Reappointment does not carry a presumption of promotion in rank based on experience or time in rank. Promotion in rank is only awarded based on specified criteria detailed elsewhere in this Manual and according to procedures described elsewhere in this Manual. No faculty member shall be reappointed to a lower rank without the agreement of the faculty member and the approval of the Provost.

Reappointment of non-tenure track faculty shall be at the discretion of the Unit Dean, based on 1) Unit needs, 2) funding availability, and 3) consistently excellent performance evaluations. These considerations shall also play a part in determining the length of the new contract. In some cases, the Dean may offer to a returning non-tenure track faculty member a multi-year contract, not to exceed five years in length. In the Fowler School of Law, the authority



of the Dean to reappoint non-tenure track faculty shall be exercised through recommendations made to the Dean by the FSOL Unit Review Committee (FRC or FPRC).

Faculty who are awarded successive non-tenure track contracts (of whatever duration) will not be considered to have achieved *de facto* tenure or any other right to continued employment beyond the end of their current contract. A decision not to issue a new contract is not subject to grievance, as the University is under no obligation to reappoint non-tenure track faculty. The University is not required to provide a statement of reasons for non-reappointment. The University's decision to provide a statement explaining a non-reappointment decision does not mean that any reason or cause is required for non-reappointment.

#### ***4. Conversion to Tenure-Track Status***

Full-time, non-tenure track faculty who have been continuously employed at Chapman University since July 31, 2003 may apply for enhanced academic rank or conversion to a tenure-track appointment at any time. Such applications will be considered according to the tenure and promotion timetable established by the Faculty Personnel Council. Faculty who seek conversion to tenure-track appointments may also seek credit toward the probationary period for previous time at Chapman. Such applications will be evaluated on a case by case basis and must be supported by a recommendation from the academic unit or department. The following steps should be followed by faculty seeking conversion to tenure-track status:

- a. Prepare a statement requesting a conversion to tenure-track status, including an explanation of how the faculty member's responsibilities will change as a result of the conversion and a plan for achieving tenure.
- b. Submit the above statement to the Department Chair (if applicable), Dean, and Unit Faculty Review Committee (FRC or FRPC, depending on the tenure-track rank being sought).
- c. The Chair (if applicable), Dean and Unit Faculty Review Committee prepare written recommendations to accompany the faculty member's statement and forward the entire file to the Faculty Personnel Council (FPC). In units without Department Chairs, the Department Chair recommendation may be written by a faculty member serving in an analogous supervisory capacity (e.g., a Division Head or an Associate Dean), if mandated by the written unit's guidelines.
- d. The FPC prepares a recommendation and forwards the file to the Provost.
- e. The Provost makes the final determination.

The denial by the Provost of an application for conversion to tenure-track status under this section may be the subject of a grievance by the faculty member based on criteria listed in Section X of the Faculty Manual.

No currently employed faculty member will lose a rank previously earned as a result of this policy. Any subsequent promotions will be subject to the provisions of this Manual that address criteria and procedures for promotion of faculty.

Non-tenure track faculty hired on or after August 1, 2003 are not eligible for conversion to tenure-track status according to the above process. However, any non-tenure track faculty member is eligible to apply for an open tenure-track position and will be given the same consideration afforded any other candidate for tenure-track appointment.

## **E. Endowed Chairs and Professors**

1. Endowment (or similar funds) may provide for the naming of a faculty member to serve as an endowed chair or endowed professor within a given academic unit. Typically, endowed chairs and professorships are created by endowments that underwrite a portion of the faculty member's salary, research, and/or program funds; they are awarded in memory of the donor or the donor's designee. Endowed chairs are distinguished from endowed professorships by the amount of the endowment. Minimum endowment requirements for each endowed position are established by the Advancement Committee of the Board of Trustees.

2. Endowed chairs and professorships are awarded to faculty, based upon and subject to the terms of the endowment, in recognition of the faculty member's distinguished career and service to the University. An endowed chair may only be awarded to a faculty member holding the rank of Full Professor. An endowed professorship may only be awarded to a faculty member holding the rank of Associate Professor or Full Professor. The terms of all such appointments shall be defined in the letter of appointment. For appointments made to positions established after September 1, 2006, the allocation of income generated by the endowment shall be as follows, unless otherwise specified by the donor: 30% to the faculty member as an annual stipend, 10% to the faculty member as discretionary funding, 10% to the Dean's discretionary fund, and 50% to the University to underwrite the endowed chair or professorship. These percentages will not be applicable in the instances where discretionary funds have otherwise been provided.

3. The Provost, in consultation with the Dean of the academic unit (and consistent with the wishes of the donor), will determine whether the endowed chair or professorship will be awarded to an existing faculty member or to a new faculty member identified through a search process. The procedures for conducting external searches are detailed elsewhere in this Faculty Manual. If it is determined that the appointment should be awarded to an existing faculty member, the name of that faculty member shall first be submitted to a vote of all tenured faculty within the academic unit. If there are fewer than three voting tenured faculty in an academic unit, a Full Professor Review Committee (FPRC) will be formed (according to the procedure outlined in Section V.A.6.c) to review and vote on the

nomination. The final decision shall rest with the Provost, after considering the input of the Dean and the tenured faculty (or FPRC).

4. All endowed chairs and professorships shall be appointed for a renewable term of five years. In the fifth year of the appointment, the faculty member holding the endowed chair or professorship shall prepare a report detailing his or her activities since the appointment. The Full Professor Review Committee (FPRC) will review the report and make its recommendation to the Provost (see Section V.A.6.c). The Dean will also review the report and make a recommendation to the Provost. The Provost will then make a determination as to whether the appointment shall be renewed for an additional five-year term. Non-renewal of an endowed chair or professorship appointment shall not affect the faculty member's faculty rank or tenure status. Non-renewal of an administrative appointment as an endowed chair or professorship is not subject to grievance by the faculty member.

5. A faculty member's administrative appointment to an endowed chair or professorship may be terminated during the term of the appointment based on the Provost's determination that the faculty member has engaged in gross negligence, misconduct, or a violation of University policy in connection with his or her service to the University, or has engaged in other conduct which has caused, or is likely to cause, significant damage to reputation of the University. The decision of the Provost to terminate an administrative appointment pursuant to this provision is not subject to grievance by the faculty member.

## **F. Retirement and Emeritus Status**

Faculty members who have attained the rank of Associate Professor or Professor and retire after 15 years of full-time academic service, at least five of which must be at Chapman, may be nominated by a faculty member and be granted the rank of faculty emeritus by the President of the University. Such appointment shall be preceded by the consideration of the recommendations of the Dean, the Full Professor Review Committee, the Faculty Personnel Council, and the Provost. Emeritus faculty shall be entitled to office space (subject to availability), a telephone, access to a computer with e-mail service, and library privileges.

Criteria for granting emeritus status include: (1) a record of distinguished teaching, scholarly or creative activity, or service; and (2) a likelihood of continued connection with the University.

Emeritus status is at-will and as such may be terminated at any time by the faculty member, a majority vote of faculty within the academic unit, or the University, acting through the President. In addition, the University at all times reserves the right to reallocate space or support provided to emeritus faculty based on its ongoing needs.

## **G. Librarians**

Librarians have academic freedom and participate in the governance of the University. They are expected to support the curriculum and programs offered at the University through their designated work in the library, and engage in professional service and activities. Terms of employment for librarians are provided in individual employment agreements and by the Staff and Administrative Handbook. The terms of employment of the Director of the Law Library are governed by the Law Faculty Handbook.

Library faculty shall be appointed to one of the ranks and/or designations as defined in the Library Faculty Manual.

## **H. Faculty with Administrative Responsibilities**

In some academic units, a faculty member may be assigned administrative duties such as Department Chair or Program Director. These faculty members shall be designated as faculty with administrative responsibilities. These faculty members retain full rights, privileges and responsibilities as members of the faculty and as such, they are governed by this Faculty Manual, except that the administrative appointment is subject to the Staff and Administrative Handbook, and such is at-will, which means it may be terminated by the faculty member or the University at any time for any reason.

## **I. Administrators with Academic Rank and Tenure**

1. An Administrator may be given academic rank without tenure by the Provost after consultation with the Dean and with the unit Faculty Review Committee (FRC or FPRC, depending on rank intending to be granted).

2. Administrators may also be hired with academic tenure upon the approval of the FRC/FPRC and the Provost. Such appointments must be approved by the President and the Board of Trustees. The Faculty Personnel Council will evaluate the grant of tenure only in the event of a disagreement between the Unit Faculty Review Committee and the Provost. The Faculty Personnel Council will be given sufficient time and information to make a reasoned evaluation and recommendation before consideration by the President and the Board of Trustees.

3. Administrators who are awarded faculty rank will continue to be classified as Administrators. Teaching expectations for administrators will be determined at the time of the administrative appointment. Actions taken by the University affecting an administrator's faculty rank shall be governed by applicable provisions of this Manual. For all other purposes, the terms of the administrator's appointment are governed by the terms of their administrative appointments and by the University's Staff and Administrative Handbook.

4. In the case of administrators holding a tenured faculty appointment, the administrator retains the right to return to full-time faculty status. Administrators who are returning to faculty status will be given an academic reassignment by the Provost in consultation with the appropriate Department Chair and/or Dean and shall discontinue any compensation related to their administrative assignment. Academic units and departments will have written policies in place that govern such reassignments and any contingencies that arise in connection with an administrator giving up an administrative assignment.

## **J. Administrators without Faculty Rank**

Administrators without academic rank who meet the qualifications for an Instructor may teach on a part-time basis. Such appointments must be mutually agreed upon and specifically approved in advance by the Dean of the academic unit, the administrator's supervisor, and the Chief Operating Officer before a contract is issued by the Provost. Administrators teaching part-time shall not hold faculty status. They will not be considered to have achieved *de facto* tenure or any other right to continued employment by virtue of their teaching, nor will they acquire any rights or privileges under this Manual by virtue of their teaching except as specifically delineated in this section. The terms and conditions of their employment at all times remain subject to the Chapman University Staff and Administrative Handbook, except as follows: In connection with their teaching, they shall be afforded the protections of and be bound by the policies set forth in Section I of this Manual.

### **III. FACULTY SEARCH AND AFFIRMATIVE ACTION POLICY**

#### **A. Authority to Hire**

Final responsibility to hire and retain faculty is vested in the President. This responsibility is exercised through the Provost of the University in consultation with Deans and faculty through procedures described in the Faculty Manual.

#### **B. Compliance with Applicable Laws**

Chapman University complies with all applicable state and federal equal opportunity and affirmative action laws.

#### **C. Policy on Affirmative Action to Assure Equal Employment Opportunity**

1. Chapman University is an equal opportunity employer. It does not discriminate against qualified employees or applicants based on race, color, religion, sex, gender identity, gender expression, pregnancy, national origin, ancestry, citizenship status, age, marital status, physical disability, mental disability, medical condition, sexual orientation, military or veteran status, genetic information, or any other characteristic protected by applicable state or federal law. Equal employment opportunity will be extended to all persons in all terms and conditions of employment.

a. It shall be the practice of the Administration of Chapman University to support the hiring and promotion of the best qualified persons into positions of responsibility and engage in affirmative steps to extend equal employment opportunities to all qualified persons.

b. The Administration of the University recognizes that the support of equal employment opportunity requires that resources be provided to support activities such as recruiting and training aimed at eliminating employment practices, standards, and/or conditions that may result in discrimination.

c. It is the objective of the Administration of the University to provide opportunities for every faculty member to realize his or her potential and to assist that person to function more effectively and to reach a level commensurate with her/his abilities and goals.

2. The University shall enact an affirmative action policy as required by law. The Provost shall inform the faculty of this policy, explaining the policy statement, purposes, objectives, responsibilities, and means of implementation of this program.

3. The affirmative action policy applies equally to all terms, conditions, and privileges of employment, including hiring, promotion, training and development, compensation, benefits, transfer, termination and retirement.

4. The Equal Opportunity Officer (EEO) has been appointed to monitor compliance with applicable laws and policies and to oversee all Equal Employment Opportunity Programs for the University.

## **D. Policy of Non-Discrimination on the Basis of Disability**

### ***1. Definition***

The term "disability" as used in this section shall have the definitions provided by applicable state and federal law.

### ***2. Policy***

In accordance with the provisions of the applicable California law and the Americans with Disabilities Act and all regulations issued thereunder, it is the policy of Chapman University that: no program or activity administered by the University shall exclude from participation, deny benefits to, or subject to discrimination against any otherwise qualified individual by reason of disability. Equal employment opportunity shall be extended to qualified disabled persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, transfer, discipline, layoff, recall and termination. The University will provide reasonable accommodation of the known physical or mental limitations of an otherwise qualified individual.

Reasonable accommodation of a disability varies depending upon the circumstances, but no accommodation is reasonable if it requires a substantial or fundamental alteration in the nature of the individual's employment. The University has an obligation to provide reasonable accommodation for an individual's known disability to enable that individual to perform his/her job duties, unless it would cause undue hardship to the University to do so. It is not reasonable for the University to deprive other employees of their rights in order to accommodate a protected group member.

Employees who believe they are in need of accommodation should raise this issue with the appropriate Chair, Dean, administration official, and/or the Equal Opportunity Officer. Chapman University is committed to engaging fully in an interactive process with protected disabled persons in order to explore all reasonable accommodations that would enable that person to perform their duties.

### ***3. Equal Opportunity Officer***

The EEO has been designated the coordinator for this policy. All questions concerning this policy or complaints of violation of this policy should be submitted to the EEO.

## **E. Policy on Employment of Relatives and Individuals Involved in Close Personal Relationships**

1. Except as otherwise set forth in this Manual, relatives of Chapman University faculty shall be considered for employment as would any other individual, on the basis of qualifications and experience. Family relationship is neither an aid nor an impediment to employment.
2. Relatives include an employee's parent, child, brother, sister, spouse, in-laws and step-relations. For the purposes of this policy "relative" also includes individuals involved in a close personal relationship that might affect the objectivity of each partner toward the other, e.g. significant others, cohabitants, or domestic partners.
3. Relatives of employees are eligible for employment except where potential problems of supervision, safety, security, morale, or potential conflicts of interest exist. Within a department, no relative shall directly supervise another relative.
4. Should the University have a need to assign or maintain a faculty member in a position in which the faculty member would come under the supervision of a relative, the Provost shall appoint a non-relative within the academic unit as a supervisor/evaluator in order to avoid a conflict of interest. All faculty in the academic unit shall be made aware of the designated supervisor.
5. If, during employment, due to a change in a reporting relationships and/or personal relationship, two current employees who are related for purposes of this policy are in a situation where one related employee is under the supervision of the other, both employees are required to inform the University so that the University may determine if that situation has the potential for giving rise to the kind of problems as outlined above. If so, the University will try to make reasonable accommodations to resolve the employment situation. If reasonable accommodations cannot be made, the University may take appropriate steps, including but not limited to restructuring supervisory assignments, reassigning one employee or requesting that one employee resign.

## **F. Approval and Advertisement of New Appointments**

1. Each year the Provost will send a memo to the Deans soliciting requests for new faculty appointments. The memo will include a deadline by which all requests must be submitted.
2. In consultation with the faculty of their units (and Chairs, if applicable), each Dean will conduct a needs assessment based on the relation of the unit's vision to the university's strategic plan, as well as criteria such as the percentage of course coverage by full-time faculty, enrollment figures, new programs, and the diversity of the unit's faculty and



curriculum. Based on this needs assessment, the Dean will submit to the Provost any requests and rationales for new faculty appointments.

3. The Provost will allocate positions based on the relation of the unit's vision to the university's strategic plan as well as the other criteria stated above. Salary, start-up funds if any, and recruitment budget will be outlined in the approval letter from the Provost. The decision to approve or deny a requested position will ordinarily be made and communicated within three weeks of the request deadline.

4. The Department Chair of an academic unit, after consultation with the faculty of the unit, will submit a job description to the Dean. The Dean will approve the job description and establish search criteria and plans for diversity outreach for each approved position. If the Chair and the Dean cannot agree upon a job description, they will both consult with the Provost. The Provost, Dean and Chair will mutually agree upon an acceptable job description. In units without a Department Chair, the Dean will prepare the job description.

5. The Dean will forward a proposed advertisement for the position to the Office of the Provost for approval. Upon approval, the Dean or Department Chair may advertise the position in the *Chronicle of Higher Education* or other appropriate venue. The search will be conducted on a national level.

6. At their discretion, Deans may spend budgeted funds for bringing candidates from outside of the area to campus (typically no more than three) and for additional ads outside of *The Chronicle of Higher Education*. Deans are responsible for staying within the allocated budget amount.

## **G. The Search Process**

1. In consultation with the Dean, the faculty of the academic unit will form a search committee for each approved position. It is strongly encouraged that the search committee be chaired by a tenured faculty member and include at least one faculty member from outside of the academic unit. The search committee shall select one of its members to serve as chair.

2. If the position is an endowed chair or professorship, the search committee shall include one member appointed by the Dean, one member appointed by the Provost, three faculty from the academic unit, and not more than one member selected by the donor, unless the donor declines to select a member.

3. The search committee shall consult with the Equal Opportunity Officer, as necessary, to review the university's affirmative action policies. All documentation pertaining to the search/interview process must be maintained for a period of five years after conclusion of the search. At the completion of the search, the committee will see that all candidates are notified of the final decision.

4. The committee will screen the candidates through preliminary interviews and background and reference checks. It is recommended that committee members each employ an agreed-upon matrix incorporating the qualifications they seek and indicating how each candidate compares with respect to those qualifications.

5. The search committee will identify up to three candidates who warrant further consideration and should be invited to campus for further interviews. The search committee chair will advise the Dean of the chosen candidates, including the rationale for their selection. If the Dean is not satisfied with a candidate on the list, the Dean and the search committee will meet. If the Dean and the search committee cannot agree on a list of candidates to invite, the Dean and the chair of the search committee will consult with the Provost. The Provost, Dean, and chair of the search committee will decide which candidates to invite or will reopen the search if agreement cannot be reached.

6. The search committee chair will invite the selected candidates to interview on campus. The on-campus interview should include a presentation by the candidate that is open to the University community.

7. The search committee will offer its recommendation to the Dean. This recommendation should provide a clear rationale for the candidate(s) who are recommended, as well as a clear rationale for the candidate(s) who are not recommended. The recommendation may include rankings of the final candidates. The Dean and the search committee chair will present to the Provost the search committee's recommendations. If the Dean and the search committee do not agree in their recommendations, the Dean and the chair of the search committee will consult with the Provost. The Provost will be given current CVs for the recommended candidate(s).

8. Any offer of employment to a candidate will be subject to: (1) a completed employment application; (2) a satisfactory background check; and (3) receipt of an official copy of the transcript from the institution that awarded the candidate the terminal or other degree that is required for the position, along with confirmation from the Office of Faculty Affairs that the institution which granted the degree is regionally accredited (or its equivalent). If any of the above information is not available, the Dean will provide the Provost with a written explanation as to the efforts made to obtain the information and why it is not available.

9. The Provost will communicate his acceptance or non-acceptance of the recommended candidate(s) to the Dean and the search committee. If the Provost does not approve the recommended candidate(s), the Provost will communicate the reason for non-acceptance to the search committee.

10. If the search committee is dissatisfied with any administrative decisions made with respect to faculty candidates, it may bring its concerns to the Senate Executive Board (SEB). The SEB will make appropriate efforts to resolve the disagreement.

11. Any deviations from this process must be approved by the Provost and the SEB prior to the extension of an offer of employment.

12. When a unit's accrediting agencies recommend that searches proceed in a manner at variance with the process specified in this section, the unit shall develop alternative written policies consistent with its accreditation guidelines and shall submit these policies to the Provost and the Board of Trustees for approval. Adoption of any such policies is dependent upon approval by the Board of Trustees. Alternative hiring policies that have been approved by the Board of Trustees are found in the appendices of this Manual. The Board of Trustees may revise alternative policies of this kind at its discretion.

## **H. Offers and Contracts**

Based on the Provost's acceptance of a candidate, the Dean will discuss the potential offer with the candidate within approved parameters and, if agreement is reached, the Provost's office will extend the offer and complete the contract. If agreement is not reached, the Dean may discuss a potential offer with the next ranked approved candidate.

The offer of employment to the candidate shall be communicated by a formal written offer in the form of an Offer Letter and Faculty Agreement that is issued by the Office of the Provost. Deans or other appropriate University personnel may describe the terms of a forthcoming Faculty Agreement to candidates for their consideration, but candidates should not be offered a contract in any way other than the Faculty Agreement from the Provost, nor should any University personnel encourage or approve of a resignation by a candidate from his or her current position prior to the Faculty Agreement being issued. No paperwork may be completed for new faculty hires until the Faculty Agreement has been issued from the Office of the Provost and there has been notification that a signed Faculty Agreement has been received by the Office of the Provost.

## **I. "Emergency" Hires**

If a sudden need arises to hire a faculty member, the Dean will form a hiring committee consisting of faculty who are available, including, whenever possible, the Department Chair (or equivalent) and tenured faculty members from the academic unit. The Dean will work with that committee to select the best possible candidate for the position. Emergency hires must be approved by the Provost. Emergency hires will not be hired as tenure-track or tenured faculty.

## **IV. FACULTY RESPONSIBILITIES**

### **A. University Expectations**

The University has certain legitimate expectations concerning the conduct of professional academics without imposing a rigid body of rules upon the members of its faculty.

1. All course offerings should be in accord with the general requirements of Chapman University, the needs of academic programs, and the needs of the student body. Faculty members are expected to conduct their classes at a level appropriate to the level of the assigned course. Each instructor is responsible for providing a learning environment conducive to achieving the learning outcomes specified for each course by planning and presenting the assigned course material; establishing and communicating course objectives and requirements; selecting and ordering texts and supplemental materials; preparing, administering, and grading assignments and examinations; and assigning grades.
2. Faculty are expected to meet their classes punctually. In addition, classes should be held on campus or when appropriate, at some other suitable location for a special class or project. If for some valid reason a faculty member is unable to meet a class, arrangements shall be made to offer alternate instruction to satisfy students' expectations and the individual's own contractual obligations. This can be accomplished in various ways, and the method to be adopted shall be approved by the Chair (or equivalent) of the appropriate academic unit. If two weeks or the equivalent of scheduled class sessions must be missed, the faculty member must have the approval of the immediate academic supervisor and notification to the Provost.
3. A faculty member shall not enroll or refuse to enroll students in courses on the basis of their beliefs, or otherwise discriminate among them capriciously. When grades or other evaluations of academic performance are required, a faculty member shall provide the University with such grades or evaluations of each student in terms of academic performance in a timely manner. A faculty member shall return tests and required papers to students within a reasonable time.
4. Faculty are employed for the full academic year and should be available during that time for teaching and other responsibilities. A full-time faculty member shall be regularly available on campus during class days and office hours. A part-time faculty member shall be regularly available on campus in proportion to the percentage of time for which he or she is employed. Each faculty member should establish, post, and make students aware of regular office hours throughout the week to be convenient for students. Additional office hours will normally be needed during registration and examination periods. A copy of the office hours schedule is to be turned in to the Department Chair and/or Dean for filing.

5. Outside employment, consulting activities, or business interests that may interfere with the faculty member's obligations to the University must be reported to the Dean. If the Dean determines that any faculty member's outside activities diminish the faculty member's ability to carry out his/her duties, the Dean shall discuss this issue with the faculty member. If, after consultation with the Provost, the Dean so requests, the faculty member shall reduce or discontinue any such outside activities. University resources, equipment, or stationery may be used only in support or furtherance of the faculty member's duties and responsibilities as an administrator or member of the faculty. No faculty member is authorized to make representations or commitments on behalf of the University. Personal opinions must be clearly identified as such.

6. Conflicts of interest may arise in a variety of areas and are to be avoided in all cases. Faculty members shall disclose to their Chair and/or Dean all facts and circumstances related to any University transactions, activities, contracts or other dealings in which they are involved or may become involved on behalf of the University that might directly or indirectly involve them in a conflict of interest. Such disclosure shall be made in writing as soon as is reasonable after the conflict or potential conflict comes to the knowledge of the employee. A conflict of interest shall be deemed to exist whenever an interest held by the employee, or relationship maintained, prohibits or inhibits, or could reasonably be considered to prohibit or inhibit, the employee from exercising independent judgment in the best interests of the University. Without limiting the foregoing, a conflict of interest exists whenever an employee is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any nongovernmental entity participating in a transaction with the University, or the employee could otherwise benefit financially as a result of a transaction with the University. A faculty member involved in a potential conflict of interest shall not be present during any discussion or vote on any matter that involves the conflict of interest in question.

In the event of any conflict between this conflict of interest policy and any University-wide policy, the provisions of the University-wide policy will control.

7. As a matter of sound judgment and professional ethics, faculty members have a responsibility to avoid any apparent or actual conflict between their professional responsibilities and personal interests in terms of their dealings or relationships with students. It is the responsibility of faculty members to avoid being placed in a position of authority – by virtue of their specific immediate family members or others who meet the definition of "Relatives" in Section III.E of this Manual, who are students at the University. These professional constraints are necessary in order to ensure that the evaluation of students is conducted fairly and without any perception of favoritism or bias.

8. Faculty are expected to avoid intimate relationships with students enrolled in their classes. Such relationships are inappropriate in light of the power differential between faculty and students and create serious perceptions of impropriety in the minds of other students enrolled in the class. Faculty members who become intimately involved with their students

must disclose the relationship to their Dean, and may face disciplinary action. Faculty are expected to use good judgment in deciding whether to get intimately involved with students who are not enrolled in their classes, recognizing that power imbalances and negative perceptions by others may still be an issue. Faculty must cooperate in any inquiry regarding the nature of their relationship with students enrolled at the University.

9. Faculty who are involved in the evaluation of other faculty are expected to conduct such evaluations in confidence. Any breach of confidentiality will be grounds for disciplinary action.

10. Faculty who are related to administrators or faculty with evaluative responsibilities – President, Provost, Dean, Associate Dean, Division Head, Department Chair, FRC, FPRC, FPC – may not participate in any additional or subsequent evaluation of the faculty member during a specific evaluation cycle.

11. Faculty will not serve simultaneously in two evaluative capacities, e.g., on an FRC and the FPC.

## **B. Academic Mentoring and Advising**

Since the fundamental objective of private institutions of higher education such as Chapman University is to assist students to develop their interests in order to reach their full personal and professional potential, the University emphasizes the role of its faculty in mentoring and academic advising of students. All faculty may be assigned a number of advisees in their discipline. While the Center for Academic Advising will be the students' primary source for General Education advising, faculty are expected to be familiar with the academic requirements of the University and maintain at least six announced office hours per week during the regular semester for student consultations and mentoring. In addition, each unit will designate faculty to be available during the registration period.

1. The central element in mentoring and advising is a genuine and sustained concern for students as persons and for their academic and personal growth. It is the duty of the Provost, Deans, and Chairs of academic units to allocate such responsibilities, and to inform the individual faculty member of what is expected in the discharge of such responsibilities.

2. Although there are University offices that provide specialized academic advising to which the student may be directed for assistance, the faculty member has a special and unique mentorship role, which may take these forms:

a. advising the student with regard to the student's work in classes taught by the faculty member;

b. serving as mentor and advisor in the student's major area of study to assist the student in setting academic goals, and to insure that University and program requirements are met

and understood by the student, and that electives are planned to coincide with the student's personal and career objectives; and

c. directing the student to the appropriate office or person when the student needs professional assistance with problems of a personal nature beyond the faculty member's expertise. (These may include the Wellness Center, Student Psychological Counseling Services, and Campus Ministry).

### **C. University Governance and Service**

Faculty are expected to perform a number of duties congruent with their role as faculty. These include participating in faculty governance, serving on faculty councils and committees, and attending faculty meetings and designated formal all-University events, such as Commencement exercises. Some faculty may be selected for special tasks, e.g., Academic Coordinator, or some other administrative responsibility. Other faculty serve the purposes of the University and bring recognition to it through their service within the community on advisory boards, as consultants, or in various activities in which they have special expertise. The University encourages all such activity as appropriate to the role of faculty.

1. A faculty member shares responsibility for the governance of the University. This responsibility shall be exercised by regularly participating in meetings of the unit faculty and the University faculty, by serving on unit and University committees, and by performing any governance duties assigned. Tenured faculty are expected to contribute significant service to the institution, e.g., by serving on Unit Faculty Review Committees and Faculty Governance councils.
2. Faculty are encouraged to participate in discipline-related community service. On-campus service includes summer registration of freshman students, involvement in university testing programs, and emergency teaching or proctoring duties. Faculty are expected to take part in major academic events such as commencement and all university convocations, unless such events conflict with regularly scheduled classes. Off-campus service includes participation in civic programs and social endeavors.
3. While members of the faculty have a responsibility to their own unit, they are also members of the larger University community and should, therefore, work cooperatively with members of other units.

### **D. Student Recruitment**

A faculty member should cooperate with the Admissions Staff in appropriate ways, such as inviting visiting students into the classroom or laboratory, writing letters, and calling prospective students.

## **E. Personal Responsibility and Ethics**

1. Each faculty member is responsible for meeting the appropriate deadlines established by the Provost and the Office of the Registrar.
2. Although no set of rules or professional code can either guarantee or take the place of the faculty's personal integrity, Chapman University believes that the "Statement of Professional Ethics" promulgated by the American Association of University Professors in April 1987 may serve as a reminder of the variety of obligations assumed by all members of the academic profession. Chapman University endorses the Association's "Statement," which is attached in abbreviated form as Appendix B.
3. Faculty engaged in scholarly and creative activities at Chapman University are expected to adhere to the highest standards of intellectual honesty and integrity in these activities. The Chapman University Integrity in Research Policy shall be considered to be incorporated into this Manual as if reproduced in full. This policy can be found on the website of the Office of Human Resources and on the website of the Office of Research and Sponsored Program Administration.

## **F. Harassment and Discrimination Policy**

The Chapman University Harassment and Discrimination Policy and Procedures on Harassment and Discrimination shall be considered to be incorporated in this Manual as if reproduced in full.

## **G. Workload Expectations**

### ***1. Teaching Load***

The workload for full-time faculty, except where an approved academic unit or department policy provides otherwise, is based on 24 teaching credit hours per academic year. Individual faculty workloads are set each year by the Dean and/or Chair in order to meet targets established by the Provost for each academic unit. Such targets may be based on the total number of classes, aggregate credit hours or aggregate student credit hours (FTE).

- a. Absent any administrative responsibility or special assignment, a tenure-track or tenured faculty member will have teaching responsibilities totaling not more than 18 credit hours per academic year, to be distributed over the fall, interterm, and spring semesters. Summer teaching assignments may count towards a faculty member's teaching load only with the approval of the faculty member's Department Chair and/or Dean and the Provost. Individual workloads will be determined by the curricular needs of the academic unit and consideration of the best enhancement of the faculty member's scholarly/creative activities. The remaining 6 or more credit hours per academic year



represent release time which is to be used to fulfill expectations of significant scholarly/creative work. In special circumstances, tenured faculty with no expectation of scholarly or creative work will have teaching loads of up to 24 credit hours.

b. Absent any administrative responsibility or special assignment, non-tenure track faculty will have teaching responsibilities totaling not more than 24 credit hours per academic year, to be distributed over the fall, interterm, and spring semesters. Summer teaching assignments may count towards a faculty member's teaching load only with the approval of the faculty member's Department Chair and/or Dean and the Provost. Certain non-tenure track faculty, including clinical and performance faculty, may be granted release time based on the additional responsibilities specified in the non-tenure track appointment contract.

c. Specific teaching responsibilities for any given term are assigned by the Department Chair and/or Dean of the appropriate academic unit, in consultation with the faculty member. Under unusual circumstances, a faculty member may be assigned a teaching responsibility outside of the faculty member's unit but within the faculty member's area of competence, as determined by the Department Chair and/or Dean in consultation with the Provost.

d. Courses with fewer than ten persons enrolled may be canceled. The following exceptions to course cancellation may be considered reasonable, but must be reported to and approved by the Dean and the Office of the Provost: (1) cases in which the nature of the course requires a smaller enrollment, (2) when a course required for the major or minor is offered as infrequently as prerequisites, scheduling, and other conditions permit, (3) where the total number of students taught by any faculty member warrants consideration.

e. If an underload occurs for a faculty member, whether due to a course cancellation or other cause, the faculty member may be assigned alternative teaching responsibilities, possibly in a subsequent semester, or may be granted release time for other duties at the discretion of the Dean.

f. Courses that are twice the average course enrollment for the University, and at least 50% larger than the average course enrollment in the unit, will either be split into two or more sections, or the faculty member will receive credit for the additional workload. The decision to split or adjust workload credit will be made by the Dean and/or Department Chair in consultation with the faculty member.

g. Prior approval by the Dean and Provost is required to obtain dual credit for team-taught courses. Interdisciplinary teaching is encouraged, and such approval will be granted for appropriate proposals.

h. Faculty may request to teach an additional class in any semester as an overload, not to exceed 12 credit hours per semester. Overload classes may be taught for extra compensation or credit may be applied to subsequent semesters as a reduction in load. If the faculty member intends to apply overload credits to reduce his/her teaching load in a subsequent semester, prior approval of the Dean and/or Department Chair is required. Teaching an overload class does not diminish the faculty member's responsibilities in other areas such as scholarly/creative activities, service or administrative activities.

i. If, in the case of extenuating circumstances (e.g., a colleague's departure, unavailability, or incapacity), a faculty member is asked to carry an additional load, this will not exceed three credit hours, for a period not to exceed one semester.

## ***2. Scholarly/Creative Activities***

The University recognizes scholarly and creative activities as an integral part of life in the academy, and that excellence in teaching requires that faculty remain informed of recent developments in their field. Participation in research and comparable creative endeavors is one of the best vehicles for accomplishing this objective and is expected of all tenured and tenure-track faculty as part of the faculty member's normal workload. In recognition of the importance of these activities, the administration, in cooperation with various faculty committees, supports a number of programs to encourage faculty involvement in scholarly/creative work.

Non-tenure track faculty members may be assigned responsibilities including professional and/or clinical activities, performance or other creative activities, or scholarly research activities as specified in his/her appointment contract.

## ***3. Alternative Duties***

In addition to release time allowed to handle various administrative or service responsibilities, instructional duties may be from time to time replaced with alternative duties consisting of special projects of substantial merit approved by the Provost. In no case shall such load adjustment be granted without plans specifying the following: (1) specific objectives to be achieved and an assessment of their value to the University, and (2) activities required to achieve these objectives with a specification of the time required to complete them. Based on these two requirements, an initial agreement will be worked out and a report required following completion of the project.

Each academic unit that includes Department Chairs should define the duties of a Department Chair and communicate those duties to faculty who are asked to assume them. Chairs may negotiate with their Dean and the Provost the exact parameters of their agreements to serve as Chairs--for example, some faculty may seek release from teaching, while others might prefer to lessen expectations of scholarly and creative activity during their service as Chair.

## ***4. Evaluation of Workload***

The workload for each individual faculty member, including teaching quantity and quality, significance and quality of scholarly/creative activities, service, and or alternative duties will be evaluated annually according to the procedures set forth in Section V of this Manual.

## **V. EVALUATION OF FACULTY**

The following section applies in its entirety to all full-time faculty at Chapman University, with the exception of any faculty member originally appointed to a full-time position in the Fowler School of Law prior to September 1, 2015. The evaluation of these faculty members shall follow the process outlined in the 2014 Faculty Manual (including the School of Law additional/alternative policies), unless the faculty member elects to be evaluated according to the current Faculty Manual.

### **A. Evaluation Procedures for Full-Time Faculty Members**

All full-time faculty are subject to an annual performance review (annual evaluation). The basis for the annual evaluation is the Annual Report.

- Full-time faculty who have achieved tenure are subject to annual evaluations for promotion to full professor and/or for merit pay increases.
- Tenure-track faculty are subject to annual evaluations for tenure progress mentoring and/or merit pay and are also subject to critical year reviews (Section V.A.4.) for retention during their probationary period.
- Non-tenure-track faculty (Full-Time) are subject to annual evaluation for reappointment, merit pay, and/or promotion.
- To be considered for promotion, a faculty member must be associated with an academic unit and must undergo evaluation by the Department Chair (if applicable), the Unit Review Committee, and the Dean.

Specific dates for the review process shall be developed by the Faculty Personnel Council (FPC) annually, using the guidelines present in this Section of the Faculty Manual (FM).

#### ***1. Annual Report***

##### **a. Definition of Annual Report**

The Annual Report is the summary report and supporting evidence of the faculty member's productivity during the covered academic year. The Annual Report shall document the faculty member's record of accomplishments in those areas considered for retention, tenure and promotion, using the criteria established by the academic unit.

##### **b. Components of the Annual Report**

The Annual Report shall include sections relating to each area of workload responsibility, such as scholarly/creative activities, teaching, advising, and service. Should additional

responsibilities be defined for an individual faculty member, then those additional responsibilities shall be covered in the Annual Report. (For the contents of an Annual Report, see Section V.C.1).

### **c. Deadline for Annual Report**

Faculty members shall electronically create and submit Annual Reports in accordance with the instructions provided by the Office of Faculty Affairs. Annual Reports shall be electronically submitted by the published deadline (usually the end of the second week of September). Faculty members are required to submit Annual Reports each year, except in years when they are undergoing critical year review. In lieu of an Annual Report, faculty members in critical years are required to submit an electronic portfolio containing significant supporting evidence, as described below. (For the contents of an electronic portfolio, see Section V.C.2).

## ***2. Annual Evaluation***

a. Each faculty member shall receive a written evaluation by the Department Chair (if applicable) and Dean. These written evaluations shall be guided by the unit criteria for promotion and tenure. These evaluations shall include

- 1) a review of the quality and quantity of the progress of the faculty member toward retention, tenure/promotion and/or eligibility for merit pay;
- 2) constructive feedback on where and how the faculty member might improve as he/she moves toward tenure and/or promotion.
- 3) Each unit shall develop both criteria and process guidelines on the use of the Annual Evaluation for determining merit increases in pay.

## ***3. Critical Year Review***

### **a. Definition of Critical Year review**

Except in the Fowler School of Law, faculty on tenure-track appointments are required to undergo a more substantive review in the second and fourth years of their appointment. This expanded review is defined as a critical year review. The purpose of these critical year reviews is to, using the criteria established by the academic unit, document progress toward the tenure and/or promotion application, as well as to define areas that should be addressed prior to applying for tenure and/or promotion. When the critical year review process concludes in early spring, faculty members shall have the opportunity to meet with their unit reviewers (e.g., Department Chair, FRC, FPRC, Dean) to discuss their review.

## **b. Time line for critical reviews**

Critical year reviews are conducted during the second and fourth year of a tenure-track appointment at Chapman University. Critical year reviews may be scheduled earlier than the second or fourth year if the faculty member has a signed agreement specifying that time at another University shall be counted as progress toward tenure.

## **c. Faculty responsibility in the Review Process**

Faculty members are responsible for knowing when their critical year reviews are scheduled. Information is available from the Office of Faculty Affairs.

## **d. Second and Fourth Year Critical Review Procedures**

- 1) In lieu of an annual report, the faculty member undergoing a critical year review creates in accordance with the instructions provided by the Office of Faculty Affairs an electronic portfolio containing significant supporting evidence. (See section V.C.2 for specific contents of the electronic portfolio.)
- 2) Portfolios shall be submitted by the published deadline (usually the end of the second week in September). Portfolio submission initiates the critical review process.
- 3) Department Chair (if applicable) – The Department Chair shall conduct an evaluative review of all departmental faculty members up for critical year review. This review shall culminate in an evaluative letter that shall include the quality and quantity of the progress of the faculty member toward tenure/promotion.
  - a) The Department Chair shall be guided by the unit criteria for promotion and tenure and shall include a recommendation that the faculty member continue employment or a recommendation for termination of employment.
  - b) The Department Chair shall write an independent and objective review of the faculty member without collaboration with the Faculty Review Committee (FRC) or the Dean.
  - c) The Department Chair shall provide a copy of the review letter to the faculty member and shall submit the letter to the Office of Faculty Affairs for inclusion in the faculty member's portfolio by the published deadline (usually the end of September).
  - d) In units without Department Chairs, this component of the review process is not required. In units without Department Chairs, the evaluative role of the Department Chair may be assumed by another faculty member (such as an Associate Dean or a Division Head) if mandated by the unit's written guidelines.

4) Unit Faculty Review Committee (FRC) -- The Unit FRC shall conduct an evaluative review of all unit faculty members up for critical year review. This review shall culminate in an evaluative letter that shall include the quality and quantity of the progress of the faculty member toward tenure/promotion. This letter shall include the strength of the committee's recommendation by way of a vote count, and the names of each committee member. The definition of the Unit FRC and its specific duties can be found in Section V.A.7.c.

a) The FRC shall be guided by the unit criteria for promotion and tenure and shall provide a recommendation that the faculty member continue employment or a recommendation for termination of employment.

b) The FRC shall write an independent and objective review of the faculty member without collaboration with the Department Chair or the Dean.

c) The FRC shall provide a copy of the review letter to the faculty member and shall submit the letter to the Office of Faculty Affairs for inclusion in the faculty member's portfolio by the published deadline. Dissenting letters (if any) shall also be provided to the faculty member and submitted to the Office of Faculty affairs by the published deadline.

5) Dean -- Once the Chair and FRC reviews have been completed, the Dean shall conduct an evaluative review of all unit faculty members up for critical year review. This review shall culminate in an evaluative letter that shall include the quality and quantity of the progress of the faculty member toward tenure/promotion. While discussion between the Chair and the Dean is not prohibited, the Dean shall not direct the results of the FRC or Department Chair's evaluation process.

a) The Dean shall be guided by the unit criteria for promotion and tenure and shall offer a recommendation that the faculty member continue employment or a recommendation for termination of employment.

b) The Dean shall provide a copy of the review letter to the faculty member and shall submit the letter to the Office of Faculty Affairs for inclusion in the faculty member's portfolio by the published deadline (usually the end of October).

6) Faculty Personnel Council – Using the criteria established by the academic unit, the Faculty Personnel Council shall conduct an independent evaluative review of the candidate's portfolio. The FPC shall prepare a summary letter that includes a recommendation regarding retention, which must include the strength of the recommendation by way of a vote count, and the names of each Council member. The letter shall be forwarded to the Office of Faculty Affairs for inclusion in the faculty member's file by the published deadline.

7) Faculty Member Response -- The faculty member has the opportunity to review evaluative letters as they are uploaded to his or her portfolio. A faculty member who wishes to respond to an evaluative letter may do so by submitting a response to the Office of Faculty Affairs. The Office of Faculty Affairs will upload to the faculty member's portfolio

responses that are submitted within seven business days of the published due date for the evaluative letter or within seven business days of the date the evaluative letter is uploaded to the faculty member's portfolio, whichever is later.

8) Provost Review and Decision -- The Provost shall then review the file and make the final decision on contract renewal by the published deadline (usually the end of March).

#### ***4. Evaluation for Tenure and/or Promotion***

Tenure is based on the faculty member's summative performance over the term of the probationary period.

##### **a. Definition and Eligibility for Tenure**

1) Tenure means a continuing appointment to full-time employment through each successive academic year with duties appropriate to a faculty member's training and experience at a salary no lower than the base for a person's rank as indicated by the announced faculty salary schedule for the particular year.

2) Eligibility for Tenure -- Faculty members on tenure-track contracts may apply for tenure any time between the second and final year of their probationary period.

3) The tenure decision must be made no later than the final year of the probationary period.

4) A faculty member shall be considered for tenure only once, even if the faculty member applies for tenure before the seventh year of the probationary period.

5) Faculty who are denied tenure shall receive a terminal one-year appointment for the academic year following the tenure decision.

##### **b. Eligibility for Promotion**

1) For full-time faculty on tenure-track contracts, promotion to Associate Professor is generally granted simultaneously with a successful application for tenure.

2) For tenured full-time faculty, promotion to Full Professor may be sought after six years of service at the Associate Professor level. In some instances, faculty members may individually negotiate a shortened term for seeking promotion to Full Professor.

3) For full-time faculty on non-tenure-track contracts, promotion may be sought after six years of service at the current rank.

4) Specific Criteria and Evidence for promotion can be found in Section V.B, below.

### **c. Tenure and/or Promotion Review Procedure**

The process for tenure and promotion (tenure-track and non-tenure-track) are similar and are presented in this section, while the criteria and evidence for each are variable and shall be discussed in Section V.B, below.

#### ***1) Notification of Intent for Tenure and/or Promotion***

- a) An annual list of faculty eligible for promotion and/or tenure shall be provided to the faculty member's Dean by the Office of Faculty Affairs in early February.
- b) A faculty member applying for tenure or promotion must submit a letter of intent to the Office of Faculty Affairs by the published deadline (usually the end of the second week of March).

#### ***2) External Review Process***

- a) External reviewers are required for tenure and/or promotion files for tenure-track or tenured faculty only.
- b) One week after the deadline to file the letter of intent, the faculty member shall submit to the Dean four names of suggested external reviewers with contact information and current CVs. The faculty member shall also submit email confirmation of the willingness of the reviewer to participate in an electronic evaluation process if selected by the Provost. Given that the quality of these external reviewers is considered as part of the promotion/tenure process, the faculty member, in order to strengthen his or her file, is generally advised not to include persons who may appear to be biased, such as a Ph.D. advisor or recent co-author, except in those cases where the nature of the discipline is so specialized that these reviewers are the only qualified persons available.
- c) The Dean, in consultation with the Office of the Provost, shall choose two names from the faculty member's list and add two names of his or her choosing based on reviewers' knowledge of the faculty member's work and standing in the field. The Office of the Provost shall then invite the outside reviewers to review the faculty member's file. The standard letters of invitation to external reviewers may be obtained from the Office of the Provost for faculty review, if desired.

#### ***3) External Review File***

- a) Faculty members who have filed a notification of intent for tenure and/or promotion shall submit an electronic portfolio for external review by the published deadline (usually the first week in June).
- b) External reviewers who have accepted the invitation to review shall be given access to the electronic portfolio submitted by the faculty member for external review and informed of the published deadline for receipt of their response.



#### ***4) External review letters***

- a) If reviewers fail to provide a response or meaningful input by the published deadline, the Provost may send requests to additional reviewers, either selected from the faculty member's list or in consultation with the Dean, depending on the reason the additional reviewer is needed.
- b) The faculty member may review redacted copies of all review letters. If desired, a faculty member may submit responses to external review letters by the second week in September, or within seven business days of the receipt of any late external review letter.

#### ***5) Internal Review Process***

The internal review process for tenure is the same as the process for promotion (any rank). Internal review shall include review by the faculty member's Department Chair, the Unit Faculty Review Committee (FRC or FRPC), the Dean, the FPC, and the Provost.

#### ***6) Internal Review Procedure***

- a) Department Chair Review – The Department Chair (if applicable) shall conduct an evaluative review of all departmental faculty members up for tenure and/or promotion. This review shall culminate in an evaluative letter that shall include the quality and quantity of the faculty member's productivity in comparison to the unit's established criteria for tenure and/or promotion.
  - (i) The Department Chair shall be guided by the unit criteria for tenure and/or promotion and shall include a recommendation for tenure and/or promotion or a recommendation against tenure and/or promotion.
  - (ii) The Department Chair shall write an independent and objective review of the faculty member without collaboration with the Unit Review Committee (FRC or FPRC) or the Dean.
  - (iii) The Department Chair shall provide a copy of the review letter to the faculty member and shall submit the letter to the Office of Faculty Affairs for inclusion in the faculty member's portfolio by the published deadline (usually the first week in October).
  - (iv) In units without Department Chairs, this component of the review process is not required. In units without Department Chairs, the evaluative role of the Department Chair may be assumed by another faculty member (such as an Associate Dean or a Division Head) if mandated by the unit's written guidelines.
- b) Unit Faculty Review Committee -- The Unit Faculty Review Committee (FRC or FPRC, depending on rank) shall conduct an evaluative review of all unit faculty members up for tenure and/or promotion. This review shall culminate in an evaluative letter that shall include the quality and quantity of the faculty member's productivity in comparison to the unit's established criteria for tenure and/or promotion. The FRC/FRPC letter shall indicate the strength of the recommendation by way of a vote count, and include the

names of each committee member. The definition of FRC and specific duties can be found in Section V.A.6.c.

(i) The Unit Review Committee shall be guided by the unit criteria for tenure and/or promotion and shall advance a recommendation for or against tenure and/or promotion.

(ii) The Unit Review Committee shall write an independent and objective review of the faculty member without collaboration with Department Chair or the Dean.

(iii) The Unit Review Committee shall provide a copy of the review letter to the faculty member and shall submit the letter to the Office of Faculty Affairs for inclusion in the faculty member's electronic portfolio by the published deadline (usually the end of October). Dissenting letters (if any) shall also be provided to the faculty member and submitted to the Office of Faculty Affairs by the published deadline.

c) Dean Review -- The Dean shall conduct an evaluative review of all unit faculty members up for tenure and promotion. This review shall culminate in an evaluative letter that shall include the quality and quantity of the faculty member's productivity in comparison to the unit's established criteria for tenure and/or promotion. The Dean shall not influence the results of the FRC or Department Chair evaluation process.

(i) The Dean shall be guided by the unit criteria for tenure and/or promotion and shall advance a recommendation for or against tenure and/or promotion.

(ii) The Dean shall provide a copy of the review letter to the faculty member and shall submit the letter to the Office of Faculty Affairs for inclusion in the faculty member's personnel file by the published deadline (usually the second week in November).

d) Faculty Personnel Council Review – Using the criteria established by the academic unit, the FPC shall conduct an independent review and evaluation of the complete portfolio, including letters from all previous reviewers, as well as all faculty responses, and make a recommendation to be considered by the Provost. The FPC review shall culminate in an evaluative letter that includes the strength of its recommendation by way of a vote count, and the names of all Council members. The Office of Faculty Affairs shall upload the FPC's letter to the candidate's portfolio by the published deadline.

e) Faculty Member Response – The faculty member has the opportunity to review evaluative letters as they are uploaded to his or her portfolio. A faculty member who wishes to respond to an evaluative letter may do so by submitting a response to the Office of Faculty Affairs. The Office of Faculty Affairs will upload to the faculty member's portfolio responses that are submitted within seven business days of the published due date for the evaluative letter or within seven business days of the date an evaluative letter is uploaded to the faculty member's portfolio, whichever is later.

e) Provost Review and Decision -- The Provost shall review the complete portfolio, including all review letters and faculty responses, to determine if tenure or promotion is warranted. The Provost may consult with any previous reviewers regarding their recommendations. After discussion with the President, the Provost shall make a decision regarding tenure and shall present all candidates he or she has recommended for tenure to the Academic Committee of the Board of Trustees for final action by the Board of Trustees. The faculty member shall receive a written notification from the Provost regarding the tenure and/or promotion decision by April 15.

5) Duration of Tenure appointment -- Tenure continues until death, resignation, disability for more than two years, retirement, discontinuance of the teaching position, or discharge from the position for Good Cause, as provided in Section IX. Faculty may be offered and may accept assignments to administrative duties and positions without interfering with or impairing their tenure status, but tenure applies only to rank and service as teaching faculty. An administrative assignment is subject to change at any time by action of the Provost or the President, as appropriate, or as otherwise specifically provided in any applicable written agreement between the University and the faculty member.

6) Denial of tenure -- In the event that a faculty member receives a denial of tenure, he or she has the option to file a faculty grievance (See Section X).

#### **d. Evaluation for Promotion of Non-Tenure-track Faculty**

1) Except in the Fowler School of Law, non-tenure-track faculty members are eligible for promotion after six years of service at the university at their current rank unless prohibited by their appointment (see Section II).

2) The process for promotion of non-tenure-track faculty mirrors that of the process for tenured faculty, with the exception that it is at the non-tenure-track faculty member's discretion as to whether or not they use outside evaluators. The promotion criteria for non-tenure-track faculty shall vary by appointment and by unit criteria with wide variation in the balance between scholarly/creative work and service/teaching. Faculty whose duties and expectations are primarily teaching and service may opt to forego outside review of their promotion file, while faculty whose duties and expectations include significant scholarly/creative work may opt for outside review of their promotion file. This decision shall be made in consultation with and the approval of the faculty's Chair (if applicable) and/or Dean.

3) Please see the section on promotion of tenured faculty for additional information on process and timetable.

### ***5. Accelerated Reviews***

A faculty member is not typically considered for tenure or promotion if he or she fails to provide notice of intent by the published deadline; however, he or she may be considered if he or she can provide documentation of the extraordinary circumstances requiring immediate tenure or promotion consideration. The faculty member shall submit this documentation to the Chair of the Faculty Personnel Council (FPC) and to the Provost, who shall decide (1) if immediate review is warranted, and, (2) if warranted, what documentation shall be required. If an accelerated review is approved, the faculty member shall submit the requested documentation to the appropriate Unit Faculty Review Committee (FRC or FPRC, depending on rank) for evaluation. In cases where the appropriate Unit Faculty Review Committee is unable to review the file in a timely matter, the review shall be conducted by the chair of the Unit Faculty Review Committee, the Dean, the Chair of the FPC, and the Provost.

## ***6. Expectations of Reviewers***

a. At all stages of the review process, evaluation of faculty members shall be based on (1) the established unit criteria for tenure and/or promotion; (2) the annual report or electronic portfolio; and, (3) the faculty member's contractual responsibilities, which should be clearly defined by the faculty member in the review file materials.

b. With the exception of the Provost, reviewers shall consider only the material contained in the faculty member's portfolio. If a reviewer believes the material contained in the portfolio is insufficient for a thorough review, the reviewer may note this in his or her evaluation letter. However, a reviewer who believes a portfolio to be inadequate may not expand the scope of his or her review beyond the material in the portfolio to remedy this perceived inadequacy. The Provost, in making his or her decision, may consider pertinent employment information not contained within the critical year, tenure, or promotion portfolio.

c. Specific procedures for reviewers:

1. Department Chair -- The Department Chair (if applicable) is responsible for evaluating the faculty member during review for tenure and/or promotion, critical year review and annual evaluations. The Department Chair shall evaluate faculty on the basis of the established unit criteria for tenure and/or promotion. The Department Chair shall review the faculty member's file independent of other reviewers.

2. Unit Review Committees

### **a. Composition**

1. Faculty Review Committee (FRC) -- Unless required differently by the Unit's accrediting bodies, a Unit's Faculty Review Committee (FRC) is comprised of all the faculty members in the unit who have been tenured, hold the rank of Associate or Full Professor, and have

governance voting privileges as defined in the Chapman University Faculty Constitution.\* A minimum of 5 eligible members of the Unit FRC must participate in each review. When this is not possible, the eligible members of the Unit FRC shall work jointly to invite additional faculty members with tenure from other units to constitute a full Unit FRC. In the event that the unit FRC must be composed of faculty members outside the unit, the FRC will identify six possible choices. The tenure and/or promotion candidate shall be given the opportunity to strike up to three names from the FRC's list. The FRC will fulfill its membership requirements by selecting from the remaining choices on the list. Should there be an insufficient number left on the list after the strikeout procedure to meet the minimum number required for the unit FRC, the process will be repeated until the unit FRC has the required minimum number of members. The tenure and/or promotion candidate shall report the results of this selection process to the Office of Faculty Affairs. Any objection by the Faculty Member to the composition of the FRC must be raised at the time the committee is formed and before it commences its review or the Faculty Member is considered to have waived his or her objection to the composition of the FRC and is precluded from raising such an objection at a later time.

2. Full Professor Review Committee (FPRC) -- Unless required differently by the Unit's accrediting bodies, a Unit's Full Professor Review Committee (FPRC) is comprised of all the faculty members in the unit who hold the rank of Full Professor and have governance voting privileges as defined in the Chapman University Faculty Constitution. In reviews of tenured faculty members, only the tenured members of the Unit FPRC may participate in the review process. In reviews of non-tenure track faculty members, all members of the FPRC participate in the review process. A minimum of three eligible members of the FPRC must participate in each review. When this is not possible, the eligible members of the Unit FPRC shall work jointly to invite additional faculty members with the rank of Full Professor from other units to constitute a full Unit FPRC. In the event that the unit FPRC must be composed of faculty members outside the unit, the FPRC will identify six possible choices. The tenure and/or promotion candidate shall be given the opportunity to strike up to three names from the FPRC's list. The FPRC will fulfill its membership requirements by selecting from the remaining choices on the list. The candidate for tenure and/or promotion shall report the results of this selection process to the Office of Faculty Affairs. Any objection by the Faculty Member to the composition of the FPRC must be raised at the time the committee is formed and before it commences its review or the Faculty Member is considered to have waived his or her objection to the composition of the FPRC and is precluded from raising such an objection at a later time.

3. Exclusions -- Faculty members may not serve simultaneously in two evaluative capacities for the same faculty member during the same period of review (e.g., on the FRC and FPC).

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\* In the Fowler School of Law, a Unit Review Committee evaluating an NTT faculty member for promotion shall also include those NTT faculty members who meet the eligibility requirements set forth in *Section B.1(d) of the FSOL Guidelines and Procedures for Appointment, Retention and Promotion of Full-Time Non-Tenure Track Faculty*.

4. Recusals -- Although rare, other situations may arise in which it is advisable for faculty members to recuse themselves from their Unit review committees. In every case requiring recusal, faculty members must declare their intent to recuse themselves prior to September 1 by sending a message to the chair of the Unit Review Committee outlining the reason for their recusal.

### **b. Organization/Operation**

At the conclusion of each academic year, each Unit Review Committee (FRC and FPRC) shall elect between one and three individuals to chair the Unit Review Committee in the upcoming academic year. The names of the incoming FRC and FPRC chairs shall be forwarded to the Office of Faculty Affairs and to the incoming FPC chair by May 15. Unit Review Committee chairs shall liaise with the Office of Faculty Affairs and the FPC and shall facilitate the work of their respective review committee. Unit Review Committee chairs shall not use their position to exert undue influence on the Unit Review Committee. In all cases, the work of the Unit Review Committee is to be collaborative and democratic. Regardless of the size of the Unit Review Committee, all members of the committee are responsible for conducting a thorough review of each candidate's portfolio.

### **c. Responsibilities**

1. Faculty Review Committee (FRC) -- A Unit FRC is charged with the review of all tenure-track faculty members in the unit, as well as all non-tenure track faculty members in the unit applying for promotion to Associate Professor. A Unit FRC is also charged with reviewing proposals to hire faculty members at the rank of Associate Professor, with or without tenure. Specific responsibilities of the Unit FRC are:

The Unit FRC shall review and provide a written evaluation of all tenure-track faculty in the unit per the critical-year review schedule (see Section V.A).

The Unit FRC shall review all faculty members in the unit applying for tenure and/or promotion to the rank of Associate Professor. Upon completing its review, the Unit FRC shall provide a letter containing: (1) a written evaluation of the candidate's portfolio, and (2) a recommendation for or against tenure and/or promotion. The written evaluation shall describe the strengths and weaknesses (if any) of the candidate's portfolio, relative to the Unit criteria. If the FRC is not unanimous in its evaluation of the candidate's portfolio, the written evaluation should articulate both majority and minority viewpoints. The recommendation for or against tenure and/or promotion shall indicate the number of votes cast in favor of the recommendation and the total number of votes cast. Members of the Unit FRC who disagree with the FRC recommendation and who feel that their minority

perspective has not been adequately expressed in the written evaluation may submit a dissenting evaluation.

The Unit Faculty Review Committee (FRC) shall review and vote on the nomination of any candidate being proposed for hire at the rank of Associate Professor.

The Unit FRC shall provide a written evaluation and recommendation for any non-tenure track faculty member who has applied to change to a tenure-track appointment. Any such faculty member must already have met the criteria for a requested change of appointment.

The Unit FRC shall review the unit criteria for tenure and promotion to Associate Professor at least every five years, revising and updating as necessary. Changes to the unit criteria for tenure and promotion to Associate Professor must be approved by a two-thirds vote of the tenured and tenure-track faculty in the unit.

2. Full Professor Review Committee (FPRC) -- A Unit FPRC is charged with the review of all faculty members in the unit applying for promotion to the rank of Full Professor as well as all faculty members in the unit holding endowed chairs or professorships. The FPRC is also charged with reviewing proposals to hire a faculty member at the rank of Full Professor. Specific responsibilities of the Unit FPRC are:

The Unit FPRC shall review all faculty members in the unit applying for promotion to the rank of Full Professor. Upon completing its review, the Unit FPRC shall provide a letter containing: (1) a written evaluation of the candidate's portfolio, and (2) a recommendation for or against promotion. The written evaluation shall describe the strengths and weaknesses (if any) of the candidate's portfolio, relative to the Unit criteria. If the FPRC is not unanimous in its evaluation of the candidate's portfolio, the written evaluation should articulate both majority and minority viewpoints. The recommendation for or against promotion shall indicate the number of votes cast in favor of the recommendation and the total number of votes cast. Members of the Unit FPRC who disagree with the FPRC recommendation and who feel that their minority perspective has not been adequately expressed in the written evaluation may submit a dissenting evaluation.

The Unit FPRC shall review and vote on the nomination of any candidate being proposed for hire at the rank of Full Professor.

The Unit FPRC shall review the performance of every endowed chair and professor in the unit every five years and shall submit a written evaluation to the Provost (see Section II.E.4).

The Unit FPRC shall review the unit criteria for promotion to Full Professor at least every five years, revising and updating as necessary. Changes to the unit criteria for promotion to Full Professor must be approved by a two-thirds vote of the tenured and tenure-track members of the unit.

3) Dean -- The Dean shall provide review of all faculty members applying for tenure/promotion or critical year review. The evaluation shall be based on the unit's criteria for tenure and/or promotion. Deans may also review the Chair and FRC evaluations prior to writing their own.

4) Faculty Personnel Council (FPC) -- The FPC's role is to conduct an independent review of each critical year, tenure, and promotion candidate's file and/or promotion (as applicable). Further, the FPC's letter shall provide pre-tenure candidates with guidance on their progress toward tenure as well as the organization and presentation of their files as necessary. The FPC letters shall include the strength of the recommendation by documenting the vote of the members in favor of the recommendation over the total number of FPC members, and the names of all FPC members.

5) Provost -- The Provost's role is to review the complete portfolio (including all external and internal review letters) as well as pertinent employment information (as provided in section V.7.b. above), and to determine if tenure and/or promotion shall be granted. In the event of decisions to recommend termination, it is the Provost who makes the actual decision to terminate employment.

### ***7. Administrative Reviews***

Faculty members have the opportunity to review all academic administrators, including chairs, on an annual basis. This is an anonymous, online process. The results of the review are presented to the supervisor of each administrator who is evaluated, as well as to the Faculty Senate President and Faculty Senate Vice President. Supervisors shall share the results of these reviews, as appropriate, with the administrators who are evaluated.

### **B. Evaluative Criteria for Full-Time Faculty Members**

According to University Criteria, as a general principle, tenure and promotion require all candidates to demonstrate excellence in teaching, scholarly or creative work, mentoring and advising and service. However, expectations in scholarly/creative activity shall be higher for those whose teaching loads have been reduced in exchange for increased scholarly/creative productivity. Evaluation of all faculty members shall be based on contractual obligations, annual reports, and published department or academic unit criteria (Unit Criteria). Faculty will be evaluated on the basis of the Unit Criteria in force when the initial tenure-track contract was signed or the current criteria if no Unit Criteria existed at the time of signing. If the structure of a faculty member's academic unit changes during the candidate's probationary period, the faculty member shall have the choice of being reviewed using the previous Unit Criteria or that developed by the new unit. All faculty who began a tenure-track faculty position in 2009-10 and after are required to submit their critical year and tenure and/or promotion materials electronically. If it is not feasible to submit certain materials electronically, faculty must indicate



in their portfolio which material is available only in non-electronic form. Such materials will be held in the Office of Faculty Affairs.

### ***1. University Criteria***

The University Standards and expectations for excellence in teaching, scholarly/creative activity, advising/mentoring, and service are primarily set forth in sections a-c below. Unit Criteria shall be based on these University expectations and provide discipline-specific guidelines for faculty working to achieve excellence in these areas.

a. Except in the School of Law, tenure and promotion to Associate Professor are normally granted simultaneously, although individual situations may arise in which a faculty member is promoted to Associate Professor without the granting of tenure. Demonstrated excellence in teaching is necessary for promotion to this rank, as well as an established record of high quality scholarly/creative accomplishments that shows clear promise of continuation. In addition, candidates are expected to demonstrate a reasonable level of engagement in service, particularly at the departmental level.

b. Except in the School of Law, consideration for promotion to Professor normally occurs during the seventh year in rank as Associate Professor. Promotion to Professor comes after demonstrated excellence in teaching and prolonged active and respected participation in one's professional field and in the life of the University. Additionally, the candidate must demonstrate an exemplary record of achievement through scholarly/creative work such as publications, performances, exhibitions, or other forms of peer-reviewed scholarly/creative materials.

c. A faculty member who wishes to be reconsidered for promotion as permitted under the provisions of this Manual must prepare a new promotion file. This file must include evidence of work completed since the last consideration, as well as the relevant materials used in previous considerations. The file may include the names and rationales for new letters of evaluation from outside reviewers.

### ***2. Unit Criteria***

The department or academic unit shall develop written general guidelines and Unit Criteria for evaluation, which must be reviewed every five years and updated if necessary. Unit Criteria shall be approved by the Faculty Personnel Council and the Provost. Unit Criteria may not conflict with the criteria for evaluation described elsewhere in this Manual as University Criteria. Non-tenure-track faculty will be evaluated on the basis of specific criteria defined in writing by the Faculty Manual, Unit Criteria, and their Faculty Agreement.

Each unit shall develop two sets of evaluative criteria, one specifying guidelines for tenure candidates and one for faculty seeking promotion to full professor. Both sets of criteria shall be as specific as possible, making sure to provide appropriate guidelines for each of the following categories, as well as any additional areas pertinent to the discipline. These guidelines may be further specified at the department or program level to include, for example, lists of discipline-specific peer-reviewed journals, presses, or creative venues.

a. Teaching -- Candidates for tenure and promotion must possess a consistent history of demonstrated excellence in teaching and the potential for sustained excellence in the future. Teaching shall be interpreted to include appropriate work and involvement with students beyond as well as within the classroom and may include mentoring and advising. Unit Criteria shall specify the nature and extent of mentoring and advising activity that is expected of candidates. Unit criteria shall also outline what constitutes appropriate evidence of excellence in teaching, including a description of the unit's peer review process.

b. Scholarly/creative activity -- Unit Criteria shall specify the number and/or type of publications, presentations, exhibitions, shows, or performances that are expected of candidates seeking tenure and/or promotion. Unit Criteria shall also describe how candidates may offer concrete evidence regarding the ways their scholarly/creative work has contributed to their field.

c. Service -- Unit Criteria shall specify the amount and nature of service activities expected of candidates for tenure and/or promotion at the unit and university level. In general, tenure candidates shall not be required to engage in extensive service activity during their probationary period, but may limit their participation to the department or academic unit level. Promotion candidates shall be required to provide evidence of substantial participation in the life of the university at all levels of service.

### ***3. Distribution and Use of Unit Criteria***

a. The Dean shall provide a copy of the Unit Criteria to each faculty member at the time of appointment, and shall also provide a copy to the Office of Faculty Affairs and the Faculty Personnel Council.

b. The Office of Faculty Affairs and the Faculty Personnel Council shall maintain a complete file of Unit Criteria for each unit, including all previously approved versions, in order to provide an historical record.

c. These criteria shall be used by all evaluators when reviewing the faculty member's annual reports, critical year reviews, tenure, and promotion files.

## **C. Evaluation Evidence (as listed)**

As a general principle, tenure and promotion require all candidates to demonstrate sustained excellence in teaching, mentoring and advising, scholarly or creative work, and service. Annual Reports demonstrate faculty accomplishments in these areas during the previous academic year.

### ***1. Annual Report Contents***

In their Annual Reports, faculty members should list courses taught during the previous academic year. Faculty members should also provide brief descriptions of the following:

- a) Scholarly/creative work completed and/or in progress
- b) New or revised courses, as well as new pedagogical approaches undertaken
- c) Responses to or explanations of student evaluation scores or comments, if the faculty member deems it appropriate.
- d) Mentoring/advising activities, including number of advisees (graduate and undergraduate), description of advising sessions, attendance at mentoring/advising workshops, etc.
- e) Specific accomplishments in the area of service to the academic unit, university, or community

## ***2. Critical Year, Tenure, and Promotion Portfolio Contents***

Faculty in critical years and faculty seeking tenure and/or promotion shall submit electronic portfolios for this purpose. The Office of Academic Technology and Digital Media is available for training faculty in the creation of electronic portfolios. New faculty are advised to begin collecting (preferably electronically) the evidence indicated below during their first semester at Chapman and to update these files yearly to facilitate timely completion of critical year, tenure, and promotion portfolios.

- a. Curriculum Vitae -- A current copy of the candidate's CV
- b. Executive Summary -- A summary of the candidate's preparation and readiness for tenure and/or promotion and an overview of his or her teaching, scholarly, creative activities, advising/mentoring, service, and administrative activities (if applicable). In addition, the summary should specify any special contractual provisions about which reviewers should be aware. The Executive Summary should typically be no longer than one single-spaced page in length.
- c. Unit Criteria -- The version of Unit Criteria for tenure and/or promotion by which the candidate is to be evaluated.
- d. Teaching Personal Statement -- A description of the candidate's teaching philosophy and pedagogical practices, as well as successes achieved and challenges faced. This statement should typically be no longer than three pages in length.
- e. Teaching Portfolio -- A compilation of materials providing multifaceted evidence of excellent teaching. In preparing their Teaching Portfolio, candidates should bear in mind that teaching includes appropriate work and involvement within and beyond the classroom. Candidates should consult section IV.A of the Faculty Manual and their Unit Criteria for general and specific expectations of faculty in the area of teaching. The sections of the Teaching Portfolio are as follows:
  - i. Teaching Portfolio: Student Evaluations -- The candidate should include all student evaluations from each class taught at Chapman, placing these in

descending chronological order, with the most recent evaluations placed first.

ii. Teaching Portfolio: Grade Distributions -- The candidate should upload the grade distribution data for his or her classes that are prepared by the Provost's Office and sent to faculty members at the end of each academic year. These grade distributions should be placed in descending chronological order, with the most recent data placed first. The candidate should explain high grade distributions or lack of variety in grade distributions.

iii. Teaching Portfolio: Selected Course Materials -- The candidate should select representative samples of materials that demonstrate his or her excellence as a teacher. Documentation may include but is not limited to:

- Course outlines
- Course handouts
- Electronic teaching links (e.g., Blackboard) and/or copy of link page
- Examinations
- Syllabi from new courses developed
- Syllabi from courses substantially revised

iv. Teaching: Additional Documentation -- Additional documentation may be included, as applicable, including:

- Teaching awards
- Testimonials from students or colleagues
- Evidence of teacher training (e.g., such as certificates of attendance at teaching workshops)
- Video demonstrations of teaching
- Other evidence that attests to teaching excellence

f. Scholarly/Creative: Personal Statement -- A description of the nature and scope of the candidate's scholarly/creative activity, providing details that will inform an audience unfamiliar with this particular discipline. In addition, the statement should include an explanation of the impact the candidate's research or creative work. This statement should typically be no longer than three pages in length.

g. Scholarly/Creative: Documentation -- A compilation of materials providing evidence of excellence in scholarly and creative activity. In compiling these materials, candidates should consult Section IV.G of the Faculty Manual and their Unit Criteria for general and specific expectations of faculty in the area of scholarly/creative activity. The candidate should provide examples of his or her best work, as well as any data concerning the originality and significance of this work. Documentation may include but is not limited to:

- Copies of and/or links to published books, articles, chapters, papers, published music, reports, slides, videotapes, CDs, or

DVDs. Evidence which by its nature cannot be inserted in the file (e.g., large art works, musical performances) should be noted in writing with an indication of where the work is located or was performed.

- Representative reviews of scholarly work in professional journals and reviews of performances should be included when appropriate.
- Evidence of grants or awards received (e.g., copies of acceptance letters)
- Evidence of presentation of scholarly/creative work to peers

h. Service: Personal Statement -- A description of the candidate's service, including his or her service philosophy and approach, as well as specific successes achieved and challenges faced. The statement should note how this service activity contributes to the university, the discipline or profession, and/or the community. This Statement should typically be no longer than two pages in length.

i. Service: Documentation -- A compilation of materials providing evidence of excellent service activity. In compiling these materials, candidates should consult Section IV.C of the Faculty Manual and their Unit Criteria for general and specific expectations of faculty in the area of service. Candidate should bear in mind that service includes service to the university, to the field or profession, and to the community (local, national, international). Service to the university includes but is not limited to serving on department, college or university committees and faculty governance; participating in or helping to organize student-sponsored events; and participating in or helping to organize department, college or university events. Service to the field or profession includes but is not limited to membership/leadership in professional organizations and participation in professional organization events. Service to the community includes but is not limited to membership/leadership in community organizations and volunteer activities. Documentation may include but is not limited to:

- E-mails, letters from committee chairs/members, and other correspondence attesting to the service rendered
- Certificates of appreciation
- Awards
- Descriptions of events and written testimonials of event participants

j. Advising/Mentoring: Documentation -- A compilation of materials providing evidence of excellent advising/mentoring activity. In compiling these materials, candidates should consult Section IV.B of the Faculty Manual and their Unit Criteria for general and specific expectations of faculty in the area of advising/mentoring. Differences in approaches between undergraduate and graduate mentoring should be described as well as the various types of advisees (if relevant) such as Freshmen Foundations and undeclared. Documentation may include but is not limited to:

- Number of advisees, undergraduate and graduate.
- Number of recommendations provided for students (written letters, phone conversations, emails)
- Additional mentoring and advising activities (participation in mentoring and advising workshops, speaking to students during

Orientation or Discover Chapman Day, advising student organizations, etc.)

k. Administrative: Personal Statement (if applicable) -- A description of the candidate's administrative duties, including title, number of people supervised, and specific responsibilities. The candidate's administrative and/or managerial philosophy and approach should be included, as well as specific successes achieved and challenges faced. In addition, the statement should explain how this administrative position affects the teaching, scholarly/creative, and service expectations outlined for faculty in the Unit Criteria.

l. Administrative: Documentation (if applicable) -- A compilation of materials providing evidence of excellence in administrative activity. Documentation may include but is not limited to:

- Samples of non-confidential reports or documents that you produced that highlight your administrative achievements
- Copies of letters or emails that attest to the candidate's successful handling of an administrative issue
- Letters from the candidate's supervisor or person(s) supervised that provide an evaluation of the candidate's performance
- Any other pertinent evidence that shows the successful completion of assigned responsibilities

m. Annual Reports/Critical Year Reviews -- The candidate should include copies of all annual reports/critical year reviews generated during the tenure or promotion period, placing them in descending chronological order, with the most recent annual reports/critical year reviews placed first.

n. External Reviewer Evaluations (*Tenure and Promotion Only*) -- The Office of Faculty Affairs will upload redacted letters submitted by external reviewers.

o. Department Chair Evaluations (if applicable) -- The Office of Faculty Affairs will upload the current evaluation letter from the Department Chair (in units with departments) or the individual serving in this role (in units without departments that assign this evaluative capacity to another faculty member). The candidate should include all Department Chair evaluations from previous years, placing these in descending chronological order, with the most recent evaluations placed first.

p. Dean Evaluations -- The Office of Faculty Affairs will upload the current evaluation from the Dean. The candidate should upload Dean evaluations from previous years, placing these in descending chronological order, with the most recent evaluations placed first.

q. FRC Evaluations (if applicable) -- The Office of Faculty Affairs will upload the current evaluation from the FRC. The candidate should include all FRC evaluations from previous years, placing evaluations in descending chronological order, with the most recent evaluations placed first.

r. FPRC Evaluation (if applicable) -- The Office of Faculty Affairs will upload the current evaluation from the FPRC (if applicable).

s. FPC Evaluations (if applicable) -- The Office of Faculty Affairs will upload the current evaluation from the FPC.

The candidate should upload all FPC evaluations from previous years, placing these in descending chronological order, with the most recent evaluations placed first.

t. Peer Evaluations -- Faculty are required to arrange periodic peer reviews of their teaching (see Unit Criteria for specifics). The candidate should place all peer teaching evaluations in descending chronological order, with the most recent evaluations placed first.

u. Faculty Response (if applicable) -- Candidates may submit responses to internal (e.g., Dean, FRC) and/or external review letters by the published deadlines, if they feel these are warranted.

v. Other (Optional) -- Candidates may include additional documentation as applicable. This section may include legacy materials for faculty who have been granted time toward tenure.

## **VI. FACULTY DEVELOPMENT**

### **A. Sabbatical Leave Program for Tenured Faculty**

In order to increase the value of their service to the University and to enhance their professional development, all tenured faculty are eligible for and are encouraged to apply for sabbatical leaves. For purposes of calculating eligibility for sabbatical leaves, years served prior to the granting of tenure by the University may be counted. However, a faculty member may not apply for a sabbatical leave until after the granting of tenure by the University. No more than 7% of the total tenured faculty may receive sabbatical leaves in any given year.

The purpose of a sabbatical is to support scholarly/creative activity or teaching, thereby promoting professional growth. Faculty taking sabbatical leave at 80% salary or above will be required to agree not to accept outside employment for the period of leave. Faculty members on sabbatical leave are eligible to participate in all benefit programs available to the faculty. The University will continue to make its regular contributions to these programs.

#### ***1. Sabbatical Leave Salary***

A one-semester sabbatical leave may be granted after six semesters of full-time service to the University. The sabbatical salary will be 80% of the contractual salary in effect during the period during which the leave is taken.

A one-semester sabbatical leave may be granted after 12 semesters of full-time service to the University. The sabbatical salary shall be the full contractual salary in effect during the period during which the leave is taken.

A two-semester sabbatical leave may be granted after 12 semesters of full-time service to the University. The sabbatical salary shall be 50% of the contractual salary in effect during the period during which the leave is taken.

#### ***2. Guidelines and Criteria for Sabbatical Leave Proposals***

Guidelines and criteria for the review of sabbatical leave proposals are set forth in Section VI.C, below.

### **B. Development Leave Program for Non-tenure Track Faculty**

In order to increase the value of their service to the University and to enhance their professional development, all non-tenure-track faculty members who have served a minimum of twelve semesters are eligible to apply for a faculty development leave. Such faculty may also apply for funding to support travel for workshops and conferences. No more than 3% of the total non-tenure-track faculty may receive faculty development leaves in any given year.



### ***1. Faculty Development Leave Salary***

A one-semester leave may be granted after 12 semesters of full-time service to the University. The salary shall be the full contractual salary in effect during the period during which the leave is taken.

### ***2. Guidelines and Criteria for Faculty Development Leave Proposals***

Guidelines and criteria for the review of faculty development leave proposals are similar to those for sabbatical leave proposals and are set forth in Section VI.C, below.

## **C. Guidelines and Criteria**

### ***1. Guidelines for Sabbatical Leave Proposals and Faculty Development Leave Proposals***

- a. Each unit should plan sabbatical leaves and faculty development leaves so that a minimum of faculty replacement is required.
- b. A plan for the proposed sabbatical leave or faculty development leave must be submitted by the applicant in the year preceding the leave as specified in the schedule published by the Faculty Research and Development Council (FRDC). The plan must be submitted to the Dean of the appropriate academic unit, to the Provost, and to the FRDC. The Dean will recommend acceptance or denial of the proposal and justify the recommendation in writing to the FRDC.
- c. After reviewing the proposals and support material, the FRDC makes its written recommendations regarding the proposals with justification to the Provost for approval by the published deadline. If the Provost has questions about any of the recommendations, the FRDC will be consulted and fully informed before final decisions are made concerning the awards.
- d. Current members of the FRDC are not eligible to apply for sabbatical leaves.
- e. The nature of the sabbatical or faculty development leave activity, and any change in time, duration or substantive purpose of the leave must be approved in advance by the Chair and/or Dean of the appropriate academic unit and the Provost. The University keeps a permanent record of the activities engaged in by its faculty on leave.
- f. As a condition of receiving a sabbatical leave or a faculty development leave, all faculty members granted a leave will be required to sign an agreement obligating them to return for at least one academic year of full-time service, or to refund the full salary and institutional costs of fringe benefits received while on leave. A faculty member who cannot perform his/her return-to-service obligations due to death or permanent or total disability shall be released of all repayment obligations. The estate of a faculty member who dies before completing the return to service shall be released of all repayment obligations. Determination of a faculty member's permanent and total disability to perform shall be made by the Provost.

g. Faculty members, upon returning from sabbatical leaves or faculty development leaves, shall be returned to their former positions or be assigned to positions of like nature and status and shall be granted salary increases as if they had been on campus during their leave. They shall be considered for merit increases as if they had served at the institution during such period. They shall maintain tenure, insurance benefits, and all other accrued benefits.

h. Within thirty days of the beginning of the semester following completion of the sabbatical leave or faculty development leave, the faculty member will provide a written report of accomplishments, addressing the specific goals and objectives in the original proposal. The report is filed with the proposal in the Dean's office. The Dean will review the report and provide a written evaluation to the Provost. The report and evaluation are used to help establish the merit of the sabbatical leave or faculty development leave in salary reviews, future sabbatical proposals, and promotion (if applicable).

## ***2. Criteria for Review of Sabbatical Leave Proposals and Faculty Development Leave Proposals***

Faculty members are expected to prepare sabbatical leave proposals and faculty development leave proposals carefully, after thorough consultation with their Department Chairs and/or Deans and after careful consideration of the activity to be undertaken. The following criteria shall be applied in reviewing proposals:

- a. The proposal clearly states what is to be done in terms of specific goals and objectives to be completed.
- b. The proposal demonstrates some preliminary investigation or activity supporting the feasibility and desirability of the project.
- c. The proposal provides self-justification, clearly demonstrating: (1) the value to the professional growth of the faculty member, and (2) the contribution to the needs of the unit and/or the University as a whole.
- d. The written evaluation by the Department Chair and/or Dean of the appropriate academic unit addresses the proposal's adequacy concerning its value to the professional growth of the faculty member and its contribution to the needs of the unit and/or the University as a whole and strongly supports the proposal. The plan for replacement of the faculty member during the sabbatical period is well-considered and appropriate. In units without Department Chairs, the Department Chair evaluation may be written by a faculty member serving in an analogous supervisory role (e.g., Division Head or Associate Dean), if mandated by the unit's written guidelines.
- e. The proposal demonstrates the merit of its objectives as they relate to enhancing the professional growth of the applicant, and where other institutions are involved, evidence of acceptance of the faculty member's program or project by the institution offering the opportunity for study or research.
- f. Years of employment at the University.

g. Evidence that previous sabbatical leaves or faculty development leaves, if any, were well-used. (Copies of the previous leave proposals and subsequent reports must be provided.)

h. Distribution of applicants by academic area.

#### **D. Development Leave Program for Library Faculty**

In order to increase the value of service to the University and to enhance professional development, a librarian who has served a minimum of twelve semesters of full-time employment with the University is eligible to apply for a four-month library faculty development leave. During any one year, preference will be given to a librarian actively pursuing promotion. No more than one librarian may receive a librarian development leave in any given calendar year. A librarian granted development leave shall be paid the full salary in effect during the period in which the leave is taken. All other guidelines for the development leave proposal, approval, conditions of the leave, and return from leave considerations are noted in separate guidelines for librarians.

## **VII. FACULTY COMPENSATION**

### **A. Basis of Compensation**

Compensation is a subject of agreement between the University and a faculty member entering into or renewing a contract for faculty employment. Compensation for full-time and part-time faculty includes both salary and fringe benefits and eligibility for any merit pay program that is mutually agreed to by the Faculty and the Administration. Compensation for faculty holding part-time or special appointments is determined by the type of contract and the factors mentioned below.

### **B. Compensation Plan**

The Provost will develop faculty compensation plans in consultation with the Senior Staff and the Budget Committee of the Board of Trustees. The Provost will also consult with the Long Range Planning Council (LRPC), which seeks to ensure that faculty are compensated equitably.

### **C. Factors Affecting Compensation**

Among the factors receiving consideration in determining compensation are regional and/or national economic conditions, inequities that may have arisen, marketing factors, meritorious performance, and each faculty member's qualifications, rank, number of years of service, evaluation data, and professional development.

### **D. Individual Compensation Amounts**

The Provost will secure an amount of funding to be distributed to the academic units in the form of faculty raises each year. The Deans will allocate the given amount to individual faculty members. Each academic unit will develop criteria for merit pay within the unit, and the Dean will recommend pay increases based on those criteria. There must be faculty involvement in the process of developing appropriate criteria for merit pay. The approved criteria will be communicated to all faculty members. The final decision regarding pay increases will be made by the Provost.

### **E. Compensation Review**

If the individual faculty member is dissatisfied with the salary recommended, the faculty member may appeal to the Provost. The decision of the Provost shall be final.

## **VIII. FACULTY DISCIPLINE**

The policies and procedures following are guided by the relevant portions of the 1982 Recommended Institutional Regulations on Academic Freedom and Tenure of the American Association of University Professors.

### **A. Disciplinary Actions**

Any of the following types of disciplinary action may be taken as deemed appropriate: reprimand; suspension with or without pay; demotion; reassignment; or dismissal.

Adequate cause for disciplinary action will be related, directly and substantially, to the fitness of faculty members in their professional capacity as professors. Disciplinary action will not be used to restrain faculty members in their exercise of academic freedom.

Disciplinary action may occur at any time during the term of a faculty member's appointment for any of the following reasons:

1. Incompetence or a pattern of failure to perform duties;
2. A pattern of neglect of duty, including the failure to adhere to class or examination schedules, the failure to attend faculty or committee meetings, and the failure to prepare and grade examinations in a timely fashion;
3. Violation of University rules and policies;
4. Disruptive behavior or breaches of confidentiality;
5. Professional misconduct, including but not limited to plagiarism and research misconduct;
6. Material misrepresentation in securing an appointment or promotion;
7. Sexual harassment or unlawful conduct based on an individual's race, sex, religion, age, disability, or any other basis protected by law; and
8. The final conviction of a state or federal crime, or disbarment from the practice of law. Lesser professional sanctions imposed by an external authority, depending upon the circumstances surrounding the imposition of sanctions.

### **B. Disciplinary Procedures**

If, after substantive discussion with a faculty member, a Department Chair and/or Dean determines that the faculty member's conduct requires a reprimand, the Department Chair and/or Dean in consultation with the Provost may file a written reprimand with the Office of Faculty Affairs for inclusion in the faculty member's file, with a copy to the faculty member concerned. The faculty member may file a response. In units without Department Chairs, the role of the Department Chair in disciplinary procedures may be assumed by another faculty member (e.g., a Division Head or Associate Dean), if mandated by the unit's written guidelines.

Disciplinary actions may occur for a variety of reasons and/or based on unique circumstances. Although this section does not require any specific steps before imposition of discipline, depending on the reasons for, and the nature and background of, the action, disciplinary action will typically be preceded as appropriate by one or more of the following:

1. Preliminary inquiry by the Faculty Personnel Council (FPC), which may, in the event that it cannot effect a resolution, recommend that formal proceedings should be undertaken.
2. Discussions between the faculty member and appropriate administrative officers, with the aim of resolving the issues and/or arriving at a mutual settlement;
3. A statement of charges framed with reasonable particularity by the Provost and communicated to the faculty member and the FPC; and
4. A statement of concern developed by the FPC as a result of the faculty evaluation process, with recommended action, including a procedure to evaluate the faculty member's compliance and progress in a timely fashion.

In addition, disciplinary actions as defined in this section shall be preceded by a statement of reasons, and the faculty member concerned as the right to file a grievance challenging the disciplinary action as provided in Section X.

### **C. Procedures for Handling Allegations of Research Misconduct**

Procedures for handling allegations of research misconduct are set forth in the Chapman University Integrity in Research Policy, which can be found on the website of the Office of Human Resources and on the website of the Office of Research and Sponsored Program Administration.

## **IX. SEPARATION FROM SERVICE**

### **A. Non-renewal of Contract or Denial of Tenure**

Non-tenure-track faculty who do not receive new contracts will no longer be employed by the University. Tenure-track faculty who are denied tenure will receive a terminal year of employment. In either case, reasons equivalent to good cause are not required to support the decision.

### **B. Resignation**

Faculty members may voluntarily terminate their appointments by resigning. As a courtesy to the University and its students, resignations should generally be effective at the end of an academic year, and faculty members should give notice to the Dean in writing at the earliest possible opportunity, preferably not later than March 15th of the academic year preceding the year for which the resignation is effective. Faculty members may request that the Dean waive this requirement of notice in case of hardship or other good cause. The Dean will forward the letter of resignation to the Provost, who will notify the faculty member as to the status of his/her resignation. The University's full-time faculty contracts provide that faculty will be paid their annual salaries over a period of twelve months. In the event that a faculty member resigns from his/her position during the course of the academic year, his/her salary and benefits will be adjusted accordingly.

### **C. Retirement**

Retirement from active service is the termination of duties and responsibilities for the faculty member because of age, infirmity, or other valid reason. There shall be no mandatory retirement age for faculty members.

### **D. Termination**

Termination is a severance action by which the University terminates the services of a faculty member for reasons other than incompetence, unprofessional conduct, or neglect of duties. Reasons for termination include: an enrollment emergency, defined as a protracted decline (a minimum of 4 successive semesters) in student enrollment that results in reduced institutional student/faculty ratios, the detrimental financial effects of which are demonstrably serious; financial exigency, defined as an imminent financial crisis which threatens the survival of the institution as a whole and which cannot be alleviated by less drastic means; or medical reasons.

1. Terminations for a *bona fide* enrollment emergency shall be made by the Dean. Faculty members terminated under this section have the right to bring a grievance. The issues in

such a grievance shall be limited to the questions of (1) whether an enrollment emergency exists and (2) whether the selection of the faculty member was fair and reasonable under the circumstances.

2. The termination of a tenured appointment, or of a tenure-track or non-tenure-track appointment before the end of the specified term, may occur under extraordinary circumstances because of a demonstrably *bona fide* financial exigency that threatens the survival of the University as a whole and which cannot be alleviated by less drastic means. A decrease in enrollment by itself shall not constitute financial exigency. Before faculty members are terminated because of financial exigency, the Board of Trustees must declare that a financial exigency exists. Prior to declaring a state of financial exigency, the Board of Trustees shall explore reasonable alternatives to the declaration.

3. The termination of an appointment for medical reasons shall be in accordance with applicable law and the provisions contained in the Faculty Handbook.

4. The Senate Executive Board (SEB) should participate in the decision that a financial exigency or enrollment emergency exists or is imminent, and that all feasible alternatives to termination of appointments have been pursued prior to this point.

a. When financial exigency or an enrollment emergency necessitates the termination of faculty members, an effort will be made by the University to assist such faculty members in finding employment elsewhere.

b. Judgments, determining where within the overall academic program termination of appointments may occur, involve considerations of educational policy, including principles of non-discrimination as well as faculty status.

c. The SEB, Deans, and Provost exercise primary responsibility in detailing and recommending the criteria for identifying the individuals whose appointments are to be terminated.

d. Before terminating an appointment, the University, with SEB participation, will make a demonstrated and documented effort to place the faculty member(s) in another suitable position within the University for which the faculty member is qualified.

e. If placement in another position would be facilitated by a reasonable period of not more than fifteen continuous months of training, financial and other support for such training will be offered.

f. If no position is available within the University, with or without retraining, the faculty member's appointment may then be terminated.

g. If an appointment is terminated, the faculty member receives salary or notice in accordance with his or her contract or, if the faculty member is tenured, for at least one year.



h. This provision for notice and salary need not apply in the event that termination takes the form of dismissal for unprofessional conduct, incompetence, or neglect.

i. The Provost takes into account the length and quality of service of the faculty member in determining what, if any, payments will be made beyond the effective date of termination.

j. In all cases of layoff, the place of the faculty member will not be filled by a replacement within a period of three years, unless the released faculty member has been offered reinstatement and a reasonable time in which to accept or decline it. The University shall have no obligation to offer reinstatement to laid-off faculty members unless the faculty notifies the University in writing that he/she wishes to be considered for reinstatement and provides the University with updated contact information.

5. Where terminations are necessary for an enrollment emergency, or financial exigency, the following order of priority and conditions shall apply.

a. Prior to involuntary terminations, the following voluntary programs should be investigated: the possibility of voluntary early or phased retirements, or the possibility of offering non-teaching positions at the University to tenured faculty who have been laid off if there are openings for which they are qualified.

b. With program integrity in mind, the non-tenured faculty should next be laid off.

c. A faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious disruption of the academic program would otherwise result.

d. The decision of extraordinary circumstances shall be made by the Dean with the concurrence of a majority of the voting faculty in the unit or department.

e. If a tenured faculty member is terminated, the following order will be followed: lowest rank, lowest degree in rank, lowest seniority in rank.

f. The Provost will provide interested parties with the official documentation on rank, degrees, and seniority; credit hours; enrollment; and faculty size.

## **E. Temporary Exclusion**

If a faculty member's continued presence at the University represents a risk of substantial harm to persons, including the faculty member, or to equipment or other property, the faculty member may be temporarily excluded from all campus facilities. The compensation of a faculty member temporarily excluded shall not normally be discontinued during the period of exclusion. Exclusions exceeding two (2) weeks shall be reviewed by the Senate Executive Board if the faculty member so requests.

## **F. Dismissal for Cause**

The University may terminate the appointment of any faculty member for good cause as defined in Section VIII.A. Good cause shall be determined by the University but may not be used to restrain a faculty member's academic freedom. The burden of proof that good cause exists rests with the University.

### ***1. Preliminary Action by the Dean or Provost***

Whenever the Dean or Provost believes that the performance of a faculty member warrants dismissal for good cause, the Dean or Provost shall meet with the affected faculty member and shall give the affected faculty member a written statement of the reasons for dismissal for good cause, including any evaluation reports from any faculty committee that may have evaluated the affected faculty member's performance.

### ***2. Grievance***

If the Dean and the affected faculty member are unable to resolve informally the issue of dismissal for cause, the faculty member may invoke the grievance process.

### ***3. Relief from Duty***

Until the final decision on termination of an appointment has been reached, the faculty member may be relieved from duty, or assigned to non-faculty duties in lieu of termination of employment, but only if immediate harm to the faculty member or others, or to the University's educational mission with respect to the faculty member's students, is threatened by the faculty member's continuance. Before relieving a faculty member, pending an ultimate determination of that person's status through the University's hearing procedure, the administration will consult with the Faculty Personnel Council. Relief from duty is appropriate only pending the outcome of a grievance; a relief from duty that is intended to be final is a dismissal and will be dealt with as such. Salary continues during the period of relief from duty. In unusual circumstances, the Provost may take a suspension action even if not recommended by the Faculty Personnel Council if in the Provost's judgment the institution will be best served by the action.

## **X. GRIEVANCE PROCEDURES**

Chapman University recognizes and endorses the importance of academic due process and of adjusting grievances properly without fear of prejudice or reprisal. Accordingly, the University encourages the informal and prompt settlement of grievances, and the orderly processes hereinafter set forth are designed to protect academic due process, academic freedom, and tenure. All disputes or issues subject to these processes must be resolved in accordance with these provisions, and these processes shall be the sole internal method for the resolution of all grievances to the fullest extent permitted by applicable law.\*

### **A. Definitions**

A grievance is generally defined as an allegation by a faculty member, or a group of faculty members, that there has been a breach, misinterpretation, or misapplication of University policy or procedure as set forth in this Faculty Manual. The grievance may be against the process used and/or against the outcome. The underlying nature of the allegation(s) determines whether the grievance constitutes a Standard Grievance or an Executive Grievance.

*Standard Grievances* are those involving any of the following:

1. Academic freedom;
2. Academic due process;
3. Compensation;
4. Suspension or reassignment of a tenured faculty member;
5. Suspension or reassignment of an untenured faculty member during the term of the individual's contract or appointment;
6. Disciplinary action including but not limited to reprimand or suspension;
7. An egregious breach of confidentiality in the evaluation process or other expectations of appropriate faculty behavior; or
8. Material terms or conditions of employment.

*Executive Grievances* are those involving any of the following:

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\* Prior to and outside of the formal grievance process, faculty members may address concerns by consulting with the faculty ombudsperson. Consultation with the Office of the Ombudsperson is separate from the formal grievance process and does not extend the deadlines for the formal grievance process. More information about the Office of the Ombudsperson can be found on the Office of Faculty Affairs website.

1. Dismissal of a tenured faculty member;
2. Dismissal of an untenured faculty member during the term of the individual's contract or appointment;
3. Termination of a tenured faculty member for alleged financial exigency, enrollment emergency, prolonged absence due to mental or physical illness, or change in the educational program;
4. Termination of an untenured faculty member within the term of the individual's contract or appointment for alleged financial exigency, enrollment emergency, prolonged absence due to mental or physical illness, or change in the educational program;
5. Non-reappointment of a tenure-track faculty member;
6. Denial of promotion or tenure; or
7. Disciplinary action in the form of demotion or dismissal.

As provided in this Faculty Manual, a faculty member may petition the Senate Executive Board (SEB), which works in conjunction with the Faculty Grievance Board (FGB) for processing of the grievance. The Faculty Grievance Board shall consist of nine (9) members of the Chapman faculty as well as one alternate, each of whom must meet the following qualifications:

- (1) Each member shall have tenure according to a public list published annually on August 1 by the Office of the Provost; and
- (2) Each member shall have received training with respect to standard negotiation, mediation, and fact-finding techniques. Such training shall have been provided by an external third party, as arranged by the Office of the Provost. Each member shall receive a \$200 stipend for completion of this training.

The FGB may not have, at any time, more than four (4) Associate Professors. Further, such Associate Professors may only participate in grievances involving faculty members at or below the rank of Associate Professor and may not participate in any grievance concerning promotion from Associate Professor to Professor.

#### ***Method of Selection of Members of the FGB***

A Selection Committee composed of the President of the Senate, the Vice President/President-Elect, and the Provost shall meet in the spring semester to compile a list of potential FGB members. Each potential FGB member must have tenure and must have the rank of either Professor or Associate Professor. The Selection Committee must unanimously approve

the list of potential FGB members. In order to establish the initial membership of the FGB in the first year of its creation, the Committee shall invite the first ten faculty members on this list to serve on the FGB. If a given faculty member declines the invitation, the Selection Committee shall extend an invitation to the faculty member appearing next on the list. In any event, the tenth member agreeing to serve shall serve only as an alternate. If the Selection Committee fails to populate the FGB from its list of potential members, vacancies shall be filled by randomly inviting eligible faculty members until all ten positions are filled in accordance with the aforementioned limits regarding rank and tenure. To the extent vacancies remain after the exhaustion of the aforementioned processes, the President of the University shall appoint eligible faculty members to fill open positions.

In the initial year of the FGB's existence, the first five members agreeing to serve shall serve two-year terms, the next four shall serve one-year terms, and the alternate shall serve a two-year term. Thereafter, the Selection Committee shall follow the above procedure to fill open FGB seats as members' terms expire or vacancies occur. Although FGB members filling an unexpected vacancy may complete the original member's term, all initial appointments after the first year of the FGB's existence shall be for two-year terms.

Should two vacancies arise during the year, the Selection Committee shall initiate the above process, reaching a unanimous decision on replacement faculty to invite.

Before the FGB may process any grievances, the President of the Senate must certify that each member has satisfied the aforementioned qualifications regarding rank, tenure, and training, and the Senate must certify that the FGB is sufficiently diverse (i.e., substantially representative of the university community). To ensure that a given FGB may process grievances as of September 1 of a given calendar year, the Senate shall generally certify the FGB's diversity no later than the final meeting of the Senate during the preceding Spring semester, and the President of the Senate shall, with respect to each FGB member, certify satisfaction of the aforementioned qualifications no later than August 31 of a given calendar year. Further, the members of the FGB shall select a Chair no later than August 31 of a given calendar year. A Faculty member may serve no more than four consecutive years on the FGB, but such Faculty member may return to FGB service at a future date, subject to the aforementioned term limit.

## **B. Limitations on Scope of Grievances**

1. In connection with a grievance relating to the termination of a faculty member for alleged financial exigency, enrollment emergency, prolonged absence due to mental or physical illness, or change in the educational program within the term of the individual's contract or appointment, the validity of a change(s) in the educational program cannot be the grounds for a grievance if such change(s) conform to academic due process as specified in the current edition of *Policy Documents & Reports* (i.e., the "Redbook") of the American Association of University Professionals (AAUP). Nor can the existence of financial

exigency be the grounds for a grievance if the financial exigency was agreed to by the Senate Executive Board, based again on AAUP guidelines for financial exigency.

The grievant can allege, however, that (i) the decision to terminate was based on considerations in violation of the faculty member's academic freedom; or (ii) the decision to terminate was based on considerations in violation of the governing policies bearing upon nondiscrimination with respect to race, gender, age, religion, national origin, ethnic background, marital status, sexual orientation, disability, veteran's status, or other factors which cannot lawfully form the basis for an employment decision; or (iii) the grievant's tenure rights were not properly taken into consideration; or (iv) appropriate University or committee procedures were violated.

2. In connection with a grievance relating to either Executive Grievance 5. (Non-reappointment of a tenure track faculty member) or 6. (Denial of promotion or tenure) above, the only permissible grounds for a grievance are that

(i) University or committee policies or procedures, as set forth herein or in the Faculty Handbook, were violated; or,

(ii) the decision in the above matters was based upon considerations in violation of the faculty member's academic freedom; or,

(iii) the decision in the above matters was based on considerations in violation of governing policies bearing upon nondiscrimination with respect to race, gender, age, religion, national origin, ethnic background, marital status, sexual orientation, disability, veteran's status, or other factors which cannot lawfully form the basis for an employment decision. The Senate Executive Board and any Hearing Committee shall be empowered to determine the validity of grievances under (i), (ii), or (iii) but shall not be empowered to reevaluate the academic qualifications or professional competence of the grievant.

3. All grievances concerning only the Provost of the University excluding those addressed in Section X.B.1. or X.B.2. shall be addressed by the President of the University. It shall be the responsibility of the grievant to provide the written notice required by Section X.C.2. (and any other information deemed relevant by the President of the University) directly to the President of the University and the Vice Provost for Faculty Affairs. It shall be the responsibility of the President of the University to determine whether the grievant has presented a *prima facie* case in accordance with the standards set forth with respect to Executive Grievances in Section X.C.3. If the President of the University determines that the grievant has not made out a *prima facie* case, the President shall so advise the grievant, the Provost, the Vice Provost for Faculty Affairs, the Chair of the FGB, and the President of the Senate to that effect in a written communication stating the basis for the conclusion(s). If the President of the University finds that a *prima facie* case exists, the President shall consider the matter and, within 30 calendar days, provide the Provost, the Vice Provost for Faculty Affairs, the grievant, the Chair of the FGB, and the President of the Senate with a written

decision specifying the outcome of the grievance and stating the basis of the decision. The President shall, on written request of either the Provost or the grievant within seven (7) calendar days of receipt of the President's decision, forward the record of the case to the Board of Trustees for its review. The record will consist of the grievance, the President's reasons for finding the existence of a *prima facie* case, all documents and written records provided to the President, the decision of the President (including the basis for the decision), and any response of the Provost or the grievant to the President's decision.

If a timely written request is not submitted to the President for consideration by the Board of Trustees, the decision of the President shall be final.

If a timely request is submitted to the President for consideration by the Board of Trustees, the Board of Trustees shall review the record provided by the President and provide opportunity for argument, oral or written or both, by the grievant and respondent or by their representatives. The Board of Trustees shall consider and decide the matter and provide written notice of its decision to the Vice Provost for Faculty Affairs, who will immediately provide notice to the appropriate parties. The decision of the Board of Trustees shall be final.

4. All grievances concerning the President of the University shall, under appropriate circumstances as determined solely by the Board of Trustees, be addressed by the Board of Trustees in accordance with its established policies and procedures.

### **C. Submission and Initial Processing of Grievances**

1. As used in these provisions regarding the processing of grievances, "calendar days" means consecutive calendar days, except that the days in the months of January, June, July, and August are to be excluded from any calculation under these provisions. If the last day to act under any of these provisions falls on a weekend or a day on which classes are not in session (in the academic unit that includes the faculty member), the next day in such unit on which classes are in session shall be the final day to act.

2. A notice of intent to grieve must be submitted in writing to the President of the Senate within 90 calendar days, either after the grievant(s) received notice of the occurrence of the event(s) upon which the grievance is based, or after the grievant knew or through the exercise of reasonable diligence should have known of the occurrence of the event(s) upon which the grievance is based. This 90-day period may be waived at the discretion of the SEB if it concludes that both the claim and the reason for delay appear justified. The written notice to grieve must identify the individual(s) against whom the grievance is to be directed, and the applicable sections of the Faculty Manual each individual is alleged to have violated. A notice to grieve that does not contain this information will be returned by the President of the Senate to the grievant for revision and must be resubmitted within 14 days. The notice to grieve will be returned and amended until all pertinent information requested from the

grievant(s), including any relevant supporting documents has been included. The President of the Senate shall maintain the initial record of the filing and inform the Vice Provost for Faculty Affairs ("Vice Provost") that a grievance has been filed. The Vice Provost shall serve as the representative on all grievances to facilitate record-keeping, communications, and process.

3. Within twenty-one (21) calendar days from receipt by the President of the Senate of a written notice of intent to grieve, the President shall bring the matter to the SEB. If the grievant or the respondent is a member of the SEB, the SEB shall consider the matter without the SEB member, and such member shall have no further involvement in the process. If the President of the Senate is involved in the grievance, the Vice President of the Senate shall preside, and the President of the Senate shall have no further involvement in the process. Initially, the SEB shall determine whether the grievant has made out a *prima facie* case. This determination shall be limited to a review of the written grievance and written statements, if any, prepared in connection with the Preliminary Grievance Procedure. The procedure for establishing a *prima facie* case depends on whether the grievance is a Standard Grievance or an Executive Grievance.

#### ***Establishing a Prima Facie Case for Standard Grievances***

Although Standard Grievances may ultimately be processed by the SEB and the Faculty Grievance Board, those asserting Standard Grievances will be unable to state a *prima facie* case before the SEB without first completing the Preliminary Grievance Procedure (as set forth below) and, in the event the grievance is not settled, obtaining a Preliminary Grievance Report. Further, the SEB must conclude that the allegations as stated in the written grievance and the Preliminary Grievance Report, if true, would constitute a violation of the faculty member's rights or privileges. The SEB's determination should identify each issue on which a *prima facie* case has been stated by the grievant. In the event of a tie vote, the presumption shall be that a *prima facie* case has been made, and the case will go forward with respect to those issues on which at least half the voting members of the SEB have found a *prima facie* case exists. If the SEB determines that the grievant has not made out a *prima facie* case, it shall so advise the grievant and the Vice Provost to that effect in a written communication stating the basis for its conclusion.

#### ***Preliminary Grievance Procedure***

Completion of the Preliminary Grievance Procedure generally requires that the grievant take the following three steps (to the extent required under prevailing facts and circumstances). Note that for purposes of this Section X, references to "department chair" may be deemed to be references to the relevant "division head" or "associate dean," but only if no department chair exists or if the department chair position is vacant.

(Step 1) The grievant must submit the written grievance to and discuss the facts and circumstances with his or her department chair. In the event there is no department chair or



the grievance concerns the department chair, the grievant may proceed directly to Step 2. If a department chair exists and is not involved with the grievance, he or she is to attempt to resolve the matter. In the event the department chair is unable to resolve the matter, he or she is to prepare a written statement to that effect, including uncontroverted facts relevant to the matter and the reasons why resolution is not possible. The department chair is to submit this written statement to the grievant within fourteen (14) calendar days after discussing the matter with the grievant. The grievant may proceed to Step 2 after obtaining the department chair's written statement or, in any event, on the expiration of the fourteen (14) calendar day period, whichever occurs earlier.

(Step 2) In the event the grievance concerns the Dean of the appropriate academic unit, the grievant may proceed directly to Step 3. Otherwise, the grievant shall provide the written grievance and the written statement, if any, prepared by the department chair in connection with Step 1 to the Dean of the relevant academic unit. The grievant shall discuss the facts and circumstances with that Dean. The Dean shall attempt to resolve the matter. In the event the Dean is unable to resolve the matter, he or she is to prepare a written statement to that effect, including uncontroverted facts relevant to the matter and the reasons why resolution is not possible. The Dean is to submit this statement to the grievant within fourteen (14) calendar days after discussing the matter with the grievant. The grievant may proceed to Step 3 after obtaining the Dean's written statement or, in any event, on the expiration of the fourteen (14) calendar day period, whichever occurs earlier.

(Step 3) After providing the written grievance and the written statements, if any, prepared by the department chair and Dean of the relevant academic unit, the grievant shall discuss the facts and circumstances with the Provost or the Vice Provost for Faculty Affairs ("Vice Provost"). The Provost (or the Vice Provost in consultation with the Provost) shall attempt to resolve the matter. In the event that the Provost or Vice Provost is unable to resolve the matter, the Provost shall prepare a written statement to that effect, including uncontroverted facts relevant to the matter and the reasons why resolution is not possible. The Provost shall submit this statement to the grievant and the President of the Senate within fourteen (14) calendar days after discussing the matter with the grievant. This statement (together with any written statements prepared by the grievant, the department chair, and/or Dean of the relevant academic unit) shall constitute the Preliminary Grievance Report.

### ***Establishing a Prima Facie Case for Executive Grievances***

With respect to an Executive Grievance, a *prima facie* case shall be deemed established if the SEB concludes that the allegations as stated in the written grievance, if true, would constitute a violation of the faculty member's rights or privileges. The SEB determination should identify each issue on which a *prima facie* case has been stated by the grievant. In the event of a tie vote, the presumption shall be that a *prima facie* case has been made, and the case will go forward with respect to those issues on which at least half the voting members of the SEB have found a *prima facie* case exists.

If the SEB determines that the grievant has not made out a *prima facie* case, it shall so advise the grievant and the Vice Provost to that effect in a written communication stating the basis for its conclusion.

4. The President of the Senate shall attempt to resolve the grievance through negotiation and/or mediation where such process is acceptable to the administration and the grievant. All parties must agree to the selection process for a mediator. With the consent of the parties to the grievance, the SEB may assist in the selection of an appropriate mediator if the grievance goes to mediation. Other relevant parties may be invited to participate in the mediation. A negotiated or mediated resolution is permissible and appropriate at any stage of these grievance procedures. If a negotiated or mediated resolution is reached after a written grievance is filed, the SEB and Vice Provost shall be given notice that the matter has been resolved.

5. In the discretion of the President of the Senate, the processing of the grievance may be deferred pending negotiations or mediation, if it appears reasonably likely that such discussions might lead to a resolution of the grievance without additional formal proceedings. In any event, the President of the Senate shall inform the Vice Provost if the processing of the grievance has been deferred, has resumed, or has been rendered unnecessary by resolution.

#### **D. Grievance Resolution Procedure**

1. If the SEB finds that a *prima facie* case exists, and the grievance has not been resolved through negotiation or mediation, the President of the Senate shall inform the Chair of the Faculty Grievance Board that a *prima facie* case exists and turn all documentation over to the FGB for further action. The Chair of the FGB shall inform the grievant of his or her options of having a determination of the grievance through a fact-finder or through an evidentiary hearing before a Hearing Committee. The grievant's election must be made, in writing, within seven (7) calendar days from notification by the SEB that a *prima facie* case exists. If no election is made by the grievant during this period, the Chair of the FGB will make the election on behalf of the grievant, and the grievant will be bound by this election.

2. If the grievant (or, absent a timely election by the grievant, the Chair of the FGB) elects a fact-finding, the following procedures shall apply.

a. Ordinarily, the Chair of the FGB will appoint a current member of the FGB as the fact-finder. If the fact-finder agrees to the appointment, he or she must certify in writing that he or she has no pre-existing bias concerning the outcome of the grievance or the parties to the grievance, and must disclose the nature and extent of any relationship with any party to the grievance. Members of the FGB from grievant's department, who have collaborated with grievant within the past five years, or who are involved as participants or potential witnesses in the grievance, are ineligible to serve as fact-finder. Within seven (7) calendar days from the date the fact-finder's certification is provided to the grievant

and the Provost, the grievant or the Provost may challenge the fact-finder on the basis that the proposed fact-finder harbors unfair bias. This challenge shall be made in writing and supported by any information the grievant or the Provost wishes to submit. The FGB shall make a final determination on this challenge within seven (7) calendar days from the submission of the challenge.

b. By mutual agreement of the grievant and the University (through the Provost or his/her designee), a fact-finder who is not affiliated with Chapman University may be utilized upon such terms as may be agreed to by the parties. Upon notification to the Chair of the FGB that the Provost and the grievant are engaged in discussions to secure the services of an outside fact-finder, selection process outlined in subsection a. Nothing in this subsection should be interpreted to imply an obligation by either the grievant or the University to agree to the use of an outside fact-finder.

c. In the course of the fact-finding, the grievant and respondent shall be provided with an opportunity to submit written materials and information, and to discuss his or her allegations with the fact-finder. The fact-finder may request and the University will provide relevant files and documents under the control of the administration, including the grievant's review files. The fact-finder may also speak with other persons involved in the events that gave rise to the grievance, including other faculty members, the department Chair, Dean, or Provost. The determination of which witnesses to interview and which documents to obtain or review shall be in the discretion of the fact-finder.

d. At the conclusion of the investigation, the fact-finder shall provide a written decision containing findings of fact, conclusions supported by a statement of reasons based on the evidence, and a recommendation. These findings and conclusions should address each issue on which the SEB determined that the grievant had articulated a *prima facie* case. The fact-finder's decision shall be provided to the parties to the grievance and the FGB. The Chair of the FGB shall notify the President of the Senate and the Vice Provost of the fact-finder's decision. The information gathered during the fact-finding, together with the findings, conclusions, and recommendations of the fact-finder shall be confidential to the extent allowed by law and University policy. Notwithstanding the preceding sentence, the President of the Senate shall, at his or her discretion, have full access to all items referred to in the preceding sentence.

3. If the grievant (or, absent a timely election by the grievant, the Chair of the FGB) elects an evidentiary hearing, the following procedures shall apply.

a. A Hearing Committee shall be selected from members of the FGB as of September 1 of a given calendar year. Working together in meeting, the grievant and the respondent shall each choose an equal number of members of the Hearing Committee, and the final member is agreed on together. If the final member of the committee cannot be agreed on, the Chair of the FGB shall select the final member. One alternate each is also selected. This selection process must fulfill the following:

(i) In grievances involving denial of tenure, demotion, or involuntary termination of either a tenured faculty member or a tenure-track faculty member during the term of an appointment, the Hearing Committee shall consist of five members. In these particular grievances, the Provost shall

normally be the respondent. In all other grievances, the Hearing Committee shall consist of three members.

(ii) No member of the grievant(s)'s department, those aggrieved against, or any member of the Faculty Personnel Council or Faculty Review Committee who previously rendered a recommendation regarding the grievant may serve on the Hearing Committee.

(iii) Prior to the final constitution of the Hearing Committee, those deeming themselves disqualified for bias or interest will remove themselves from the case.

(iv) In addition, within seven (7) calendar days from the date the Chair of the FGB formally notifies the grievant and respondent of the members of the Hearing Committee, the grievant or respondent may challenge any Hearing Committee member on the basis that the member harbors unfair bias. This challenge shall be made in writing and supported by any information the grievant or respondent wishes to submit. The FGB shall make a final determination on this challenge within seven (7) calendar days from the submission of the challenge.

b. Schedules permitting, the Hearing Committee should convene a formal hearing no later than fourteen (14) calendar days from the date of the final formation of the Hearing Committee at a date, time, and place agreeable to members of the Committee and the parties. The Chair of the FGB appoints one of the approved and qualified members of the Hearing Committee to convene the first meeting. The Hearing Committee elects its own Chair at that meeting.

Discussions among the grievant, respondent, and members of the Faculty Grievance Board concerning the matter shall not commence prior to the initial formal hearing.

c. At the initial meeting of the Hearing Committee, in consultation with the parties, the Committee should attempt to:

(i) Determine the facts about which there is no dispute. These facts may be established by stipulation.

(ii) Define the issues to be decided by the Hearing Committee.

(iii) Set a time for both sides to exchange a list of witnesses and copies of exhibits to be presented at the hearing. The Hearing Committee must limit each party to those witnesses whose names were disclosed to the other party prior to the hearing and to otherwise limit evidence to that which is relevant to the issues before the Hearing Committee.

(iv) Specify whether pre-hearing and post-hearing briefs will be submitted by the parties as well as the deadlines for those briefs.

(v) In order to preserve the confidentiality of the hearing, persons whose presence is not essential to a determination of the facts shall, as a general rule, be excluded from the hearing.

- (i) (vi) Set a date for the evidentiary hearing. The hearing should be set as soon as possible in view of any necessary pre-hearing activities and the schedules of the participants. The hearing may include multiple sessions, and should be concluded within 60 days of the initial meeting.

d. There is no right to representation by counsel in connection with the hearing. However, if the grievant and respondent mutually agree on representation by counsel, then each side may be represented by counsel at the hearing. The Hearing Committee may exclude any non-party, including counsel for either party, from the hearing upon a finding that the person is unduly disrupting the conduct of the hearing.

e. Each party shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The Hearing Committee may, upon an appropriate showing of need by any party or on its own initiative, request relevant files and documents under the control of the administration, or request the administration's assistance in securing the presence of material witnesses. Where confidential information is provided, the Hearing Committee shall preserve confidentiality to the fullest extent possible.

f. The parties (and if counsel is agreed to, their counsel) shall be entitled to be present at all sessions of the Hearing Committee when evidence is being received. Each party shall have the right to present its case by oral and documentary evidence, to submit rebuttal evidence, and to conduct such cross examination as may be required for a full and true disclosure of the facts.

g. The hearing need not be conducted according to technical legal rules relating to evidence and witnesses. The Hearing Committee may call witnesses or make evidentiary requests on its own volition. Where a witness is unavailable, written statements may be considered. The Hearing Committee shall require that all witnesses affirm the truthfulness of their testimony.

h. No evidence other than that presented at the hearing shall be considered by the Hearing Committee or have weight in the proceedings, except that the Hearing Committee may receive into evidence any facts that are of public record, commonly known, or otherwise not reasonably subject to dispute. Parties present at the hearing shall be informed of matters thus received, and each party shall be given a reasonable opportunity to object to the Hearing Committee's consideration of such matters. The acceptance of any evidence shall be noted in the record, and such evidence shall be maintained in the grievance file.

i. At the hearing, the grievant shall bear the burden of proving the validity of the grievance by a preponderance of the evidence (i.e., more probable than not).

j. The hearing shall be audio recorded. If either side requests recording by any other method, the Hearing Committee shall consider that request and may, in its discretion, recommend to the Provost that the hearing be recorded in the requested manner. The Provost shall have the discretion to determine whether the cost of such recording is justified and necessary in light of the nature of the grievance. Upon approval by the Provost, the cost of this recording will be borne by the University. The parties and their representatives shall have the right to a copy of any recording of the proceedings. The

cost of the copy shall be assumed by the requesting party. In addition, written minutes shall be kept. All evidence, minutes, recordings, and correspondence become part of the official grievance file and must be maintained in the Office of Faculty Affairs.

k. Within twenty-one (21) calendar days from the conclusion of the hearing process, the Hearing Committee shall provide a decision containing findings of fact, conclusions supported by a statement of reasons based on the evidence, and a recommendation. The findings and conclusions should address each issue on which the SEB determined that the grievant had articulated a *prima facie* case. The Committee's decision shall be provided to both parties, the FGB, and the Senate Executive Board. The findings, conclusions, recommendations, and record of the proceedings shall be confidential to the extent allowed by law and University policy. Notwithstanding the preceding sentence, the President of the Senate shall, at his or her discretion, have full access to all items referred to in the preceding sentence.

Under extraordinary circumstances, the Chair of the Hearing Committee may request that the FGB chair grant a one-time extension of the twenty-one day deadline, not to exceed an additional thirty (30) days.

l. A quorum for the conduct of any activities of the Hearing Committee shall consist of a majority of the Committee.

m. Questions of procedure arising during the hearing process shall be resolved by the Hearing Committee, which in its discretion, may consult with the Chair of the FGB and/or the Vice Provost regarding such procedural matters.

n. Within seven (7) calendar days of receipt of the findings of fact-finder or Hearing Committee (the "Findings"), the parties may submit a response to the Findings (the "Response"). The Response must be limited to the issues on which the SEB determined that the grievant had articulated a *prima facie* case. The Response shall not mention or rely on any information not submitted to the Hearing Committee or finder-of-fact.

## **E. Action by the Senate Executive Board**

1. Within twenty-one (21) calendar days of receipt of the findings of the fact-finder or Hearing Committee, the Senate Executive Board (SEB) will issue a decision accepting or rejecting, in whole or in part, the submitted findings and conclusions, and making a recommendation as to the outcome of the grievance. In the case of a fact-finding, the fact-finder shall be recused from the SEB's consideration of the findings. The SEB's decision shall be forwarded to the parties to the grievance and the Vice Provost for Faculty Affairs.

2. Within fourteen (14) calendar days of receipt of the SEB's findings, the Provost shall provide the parties to the grievance, the Chair of the FGB, and the President of the Senate with a decision with respect to the grievance.

3. Except where action by the President of the University or the Board of Trustees is required as provided in sections F and G below, the decision of the Provost shall be the final decision of the University with respect to the grievance.

## **F. Action by the President of the University**

In any grievance involving denial of tenure, demotion, or involuntary termination of either a tenured or tenure track faculty member during the term of an appointment, or non-reappointment of a tenure track faculty member, within fourteen (14) calendar days of the Provost's decision, the President of the University shall provide the Vice Provost for Faculty Affairs with a written decision either upholding or rejecting, in whole or in part, the Provost's decision, and specifying the outcome of the grievance. The Vice Provost will provide notice to all parties, including the grievant, respondent, the Chair of the FGB, the President of the Senate, and the Provost.

## **G. Action by the Board of Trustees**

1. In any grievance involving denial of tenure, demotion, or involuntary termination of either a tenured or tenure track faculty member during the term of an appointment, the Provost, on written request of the grievant(s) submitted within seven (7) calendar days of the President's decision, will transmit to the Academic Committee of the Board of Trustees (ACBOT) the record of the case for their review. The record will consist of the grievance, the SEB's reasons for finding the existence of a *prima facie* case, all documents and written witness statements accepted by the fact-finder or Hearing Committee, any record of the hearing proceedings, the Findings of the fact-finder or Hearing Committee, the recommendations of the SEB and Provost, the decision of the President, and any Response of the parties to the Findings.
2. If a timely request is not submitted for consideration by the ACBOT, the decision of the President shall be final.
3. If a timely request is submitted for consideration by the ACBOT, the ACBOT shall review the record and provide opportunity for argument, oral or written or both, by the principals to the grievance or by their representatives. The ACBOT will make recommendations regarding a resolution to the Board of Trustees.
4. Final Action is determined by the Board of Trustees. The Board of Trustees shall consider the matter, render a decision, and provide written notice of its decision to the Vice Provost of Faculty Affairs who will provide notice to the parties to the grievance, the President of the University, the Chair of the FGB, and the President of the Senate.
5. The decision of the Board of Trustees is final.

## **XI. REVISIONS TO THE FACULTY MANUAL**

### **A. Procedures for Revision**

Revisions of the Faculty Manual may be proposed by anyone (including, but not limited to, the Board of Trustees, the Administration, and the Faculty Senate). In recognition of the fact that the Board of Trustees is ultimately responsible for the operation of the University, a revision shall only be incorporated into the Faculty Manual after approval by the Board of Trustees.

1. A Faculty Manual review committee shall be established to review all proposed revisions. The membership of the committee shall consist of one member of the Academic Committee of the Board of Trustees, the President, the Provost, the Vice Provost for Faculty Affairs, the President of the Faculty Senate, the Chair of the Faculty Governance Council, and the Chair of the Faculty Personnel Council.
2. If the Faculty Manual review committee approves a proposed revision that has previously been approved by the Faculty Senate, the proposed revision shall be submitted to the Academic Committee of the Board of Trustees, which makes recommendations for consideration and approval by the Board of Trustees. When considering a revision proposed by the Faculty Senate, the Academic Committee of the Board of Trustees shall invite a member of the Senate Executive Board (typically the Faculty Senate President or the chair of the Faculty Governance Council) to present the proposed revision and its rationale.
3. If the Faculty Manual review committee approves a revision that has not previously been approved by the Faculty Senate, the proposed revision shall be submitted to the Faculty Senate and to the Academic Committee of the Board of Trustees. At any meeting of the Faculty Senate at which a proposed revision is considered, any member of the Faculty Manual review committee who is opposed to the proposed revision shall have an opportunity to address the Senate and give the reasons for his/her position.
4. A proposed revision shall be considered to have been approved by the Faculty Senate if it receives a two-thirds majority vote. The actual vote of the Faculty Senate shall be transmitted to the Academic Committee of the Board of Trustees. In the event that the Senate fails to act on the proposed revision within a period of sixty days, excluding vacation breaks and Interterm, the Academic Committee of the Board of Trustees may submit the proposed revision to the Board of Trustees for its consideration and approval without waiting to receive the vote of the Faculty Senate.
5. The Board of Trustees may consider any proposed revision that is approved by the Academic Committee of the Board of Trustees. If the Board of Trustees votes to approve a proposed revision, it shall be implemented at a time to be determined by the Board.



## **CHAPMAN UNIVERSITY FOWLER SCHOOL OF LAW ADDITIONAL/ALTERNATIVE POLICES**

The Chapman University Faculty Manual applies to the Fowler School of Law faculty, with the exception of Sections II.C.2., II.C.4., III.G., V.A.4.a-b, V.A.4.c.2-4, and the following substituted provisions.

### **III. FACULTY SEARCH AND AFFIRMATIVE ACTION POLICY**

#### **G. The Search Process**

In the case of tenure-track faculty, the authority of the Dean to hire faculty shall be exercised through recommendations made to the Dean by the Faculty Appointments Committee and ratified by a majority of the voting faculty present at a faculty meeting at which the matter is considered. The vote shall be by secret ballot.

##### ***1. Search Procedures***

Planning, with special attention to recruiting tenure track faculty, is one of the responsibilities of the Dean, the Associate Dean and the Faculty Appointments Committee. Each year the Dean, Associate Dean and chair of the Faculty Appointments Committee shall meet to determine if vacated positions are to be filled and if new positions are to be authorized.

a. If faculty members are to be hired, the chair of the Faculty Appointments Committee shall arrange for a search in keeping with the needs of the School of Law and its policies related to nondiscrimination and diversity. The chair is responsible for maintaining accurate records of the search, including the resumes of all the candidates. After the search has concluded, the records are to be transferred to the Associate Dean who will maintain them in accordance with accreditation standards and the requirements of state and federal laws and regulations.

b. After the Faculty Appointments Committee has identified a prospective faculty member, the chair of the Committee will invite selected candidates to interview on campus. As soon as practical the Committee will communicate its hiring recommendations to the faculty at a faculty meeting. The faculty will then vote upon those recommendations at a faculty meeting designated for that purpose and the list of successful candidates will be forwarded to the Dean by the chair of the Faculty Appointments Committee. The Dean shall then forward the faculty recommendations to the Provost.

c. Successful candidates will be notified by the Dean after the Dean has received approval by the Provost. The Dean shall also be responsible for transmitting relevant information and personnel documents to the successful candidates.

New faculty members shall receive a copy of the Faculty Handbook and Rank and Tenure Guidelines upon joining the faculty.

## ***2. Rank Upon Initial Appointment***

Faculty members appointed from a tenured or tenure-track position at a law school approved by the ABA retain the rank they held at the prior law school. Except in rare cases, faculty members will not be promoted upon hiring. The initial rank for a faculty member appointed from a non-tenure-track position will depend upon the circumstances surrounding the appointment including the experience of the individual in relation to the faculty members then present at the School of Law. New faculty members may not be hired at a rank of Associate Professor or Professor without prior consultation with and recommendation of the appropriate Promotion Committee.

## ***3. Credit for Prior Service***

Newly appointed faculty members with prior tenure track experience at a law school approved by the ABA may elect, if the Dean agrees, to take up to three (3) years' credit for that prior experience toward eligible service for rank and tenure. The election must be made in writing at the time of initial appointment. In the absence of a writing, no credit will be given.

# **IV. FACULTY RESPONSIBILITIES**

## **G. Workload Expectations**

### ***1. Teaching Load***

The standard teaching load for a full-time faculty member is eleven to thirteen credits per academic year. Specific faculty assignments are made after consultation between the faculty member and the Dean or the Associate Dean. The specific assignment shall take into account the faculty member's particular qualifications. However, faculty members are responsible for carrying out satisfactorily the duties of their individual faculty assignments. From time to time, faculty members may be afforded the opportunity to teach a reduced load. Request for a reduced load should be made to the Dean and specify the professional reasons for the request. The Dean shall endeavor to comply with the request whenever it is in the best interest of the School of Law to do so.

## **V. EVALUATION OF FACULTY**

### **A. Evaluation Procedures for Full-Time Faculty**

#### ***4. Evaluation for Tenure and/or Promotion***

Tenure is based on the faculty member's summative performance over the term of the probationary period.

##### **a. Definition and Eligibility for Tenure**

- 1) Tenure means a continuing appointment to full-time employment through each successive academic year with duties appropriate to a faculty member's training and experience at a salary no lower than the base for a person's rank as indicated by the announced faculty salary schedule for the particular year.
- 2) Faculty members on tenure-track contracts may apply for tenure any time between the second and final year of their probationary period.
- 3) All faculty members at the Fowler School of Law, including the Director of the Law Library, shall apply for tenure no later than the sixth year of service as tenure-track faculty members at the Fowler School of Law.
- 4) A person with prior law school teaching experience at another law school will be considered for tenure no later than his or her seventh year of full-time service at all law schools at the rank of full-time instructor or higher, unless it shall have been agreed in writing that consideration for tenure at this law school may be deferred for a period of not more than four years following his or her appointment to this faculty, even though his or her total period of full-time employment in the academic profession is extended beyond seven years. Furthermore, a person with prior law school teaching experience at another law school or with substantial experience in another area of the legal profession shall be considered for tenure at such earlier date as may have been agreed in writing by the University at the time of such appointment, or upon request by the faculty member. Normally a period of at least one year shall be required.
- 5) A faculty member shall be considered for tenure only once, even if the faculty member applies for tenure before the final year of the probationary period.
- 6) Faculty who are denied tenure shall receive a terminal one-year appointment for the academic year following the tenure decision.

##### **b. Eligibility for Promotion**

## 1. Assistant Professor

An Assistant Professor without teaching experience prior to joining this faculty will normally not be eligible for promotion prior to his or her third year, for implementation at the beginning of his or her fourth year at this law school. An Assistant Professor with prior teaching experience at another law school or with significant experience in another area of the legal profession may be considered for promotion during his or her second year at this law school. If any request for promotion is denied, the faculty member shall receive a one-year, terminal contract. An Assistant Professor who fails to receive promotion to Associate Professor in three years shall receive a one year terminal contract for his or her fourth year of service.

## 2. Associate Professor

An Associate Professor will normally be considered for promotion no earlier than his or her third year as an Associate Professor at this law school. However, an Associate Professor with substantial teaching experience other than at this law school (ordinarily at least two years as an Associate Professor at another school) or with substantial experience in another area of the legal profession may be considered for promotion earlier than his or her third year as an Associate Professor at this law school at his or her request. If any request for early promotion is denied that is not made simultaneously with a request for tenure, the faculty member shall receive a one-year, terminal contract.

### **c. Tenure and/or Promotion Review Procedure**

#### 1. Notification of Intent for Tenure and/or Promotion

a. An annual list of faculty eligible for promotion and/or tenure shall be provided to the faculty member's Dean and to the chairs of the Unit Review Committee by the Office of Faculty Affairs in early February.

b. A faculty member applying for tenure or promotion must submit a letter of intent to the Office of Faculty Affairs by the published deadline (usually the end of the second week of March).

#### 2. External Review Process

a) External reviewers are required for tenure and/or promotion files for tenure-track or tenured faculty only.

b) When submitting material for external review, the faculty member shall submit to the Dean and to the chairs of the Unit Review Committee names of suggested external

reviewers with contact information and current CVs. The faculty member shall also submit email confirmation of the willingness of the reviewer to participate in an electronic evaluation process if selected by the Provost. Given that the quality of these external reviewers is considered as part of the promotion/tenure process, the faculty member, in order to strengthen his or her file, is generally advised not to include persons who may appear to be biased, such as a Ph.D. advisor or recent co-author, except in those cases where the nature of the discipline is so specialized that these reviewers are the only qualified persons available.

c) The chairs of the Unit Review Committee, in consultation with the Dean and the Office of the Provost, shall choose external reviewers for all of the articles the faculty member submits for external review, or for at least four of the articles the faculty member submits for external review, in case that the faculty member submits more than four articles for external review. At least half of the external reviewers selected shall come from the list suggested by the candidate. The Office of the Provost shall then invite the external reviewers to review the material the faculty member has submitted. If an external reviewer is not asked to review the entirety of a faculty member's writings, the external reviewer shall also be provided with the faculty member's CV and asked to perform a CV review as well. The standard letters of invitation to external reviewers may be obtained from the Office of the Provost for faculty review, if desired.

### 3) External Review Materials

a) Faculty members in the FSOL who have filed a notification of intent for tenure and/or promotion shall submit electronic copies of their academic work for external review and the names, contact information, and CVs of suggested external reviewers by July 1.

If a faculty member completes one or more significant pieces of academic work subsequent to July 1 but prior to October 1, the faculty member may submit this material to the Unit Review Committee and to the Dean, along with a letter accounting for the delay in submission and a list of potential external reviewers for the work(s), along with contact information and CVs. If this material is submitted on or before October 1 and if the Unit Review Committee determines that the delay in submission was warranted, the Unit Review Committee shall provide the candidate with a letter authorizing the inclusion of the material into the faculty member's portfolio and shall make a good faith effort to secure at least one external review of the late work(s). If the candidate makes timely submission to the Office of Faculty Affairs of the late work and a copy of the Unit Review Committee letter authorizing its inclusions, the Office of Faculty Affairs shall upload this material to the faculty member's internal review portfolio for consideration by all internal reviewers.

b) External reviewers who have accepted the invitation to review shall be given access to the electronic materials submitted by the faculty member for external review and informed of the deadline established by the Unit Review Committee and the Dean for receipt of their response.

### 4) External review letters

a) If reviewers fail to provide a response or meaningful input by the established deadline, the Unit Review Committee may ask the Provost to send requests to additional reviewers, either selected from the faculty member's list or in consultation with the Dean, depending on the reason the additional reviewer is needed. All external review letters to be used in the faculty member's evaluation must be received on or before October 25.

b) The faculty member may review redacted copies of all review letters. If desired, the faculty member may submit responses to external review letters by the second week in September, or within seven business days of the receipt of any external review letter arriving after September 1.

## **APPENDIX A**

### **AAUP STATEMENTS ON ACADEMIC FREEDOM, TENURE, AND POLITICAL ACTIVITY**

#### **Academic Freedom**

(a) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) College or university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

#### **Tenure**

(a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

1. The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.
2. Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that the new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the

probationary period if the teacher is not to be continued in service after the expiration of that period.

3. During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

4. Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges and should have the opportunity to be heard in his or her own defense by all bodies that pass judgment upon his case. The teacher should be permitted to be accompanied by an adviser of his or her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from the teacher's own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude [referred to in this document as unprofessional conduct. See section 2.16.15.c(1)] should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

5. Termination of a continuous appointment because of financial exigency should be demonstrably *bona fide*.

## **Political Freedom**

1. College or university faculty members are citizens and, like other citizens, should be free to engage in political activities so far as they are able to do so consistently with their obligations as teachers and scholars.

2. Many kinds of political activity (e.g., holding part-time office in a political party, seeking election to any office under circumstances that do not require extensive campaigning, or serving by appointment or election in a part-time political office) are consistent with effective service as members of a faculty. Other kinds of political activity (e.g., intensive campaigning for elective office, serving in a state legislature, or serving a limited term in a full-time position) will often require that professors seek a leave of absence from their college or university.

3. In recognition of the legitimacy and social importance of political activity by professors, universities and colleges should provide institutional arrangements to permit it, similar to those applicable to other public or private extramural service. Such arrangements may include the reduction of the faculty member's workload or a leave of absence for the



duration of an election campaign or a term of office, accompanied by equitable adjustment of compensation when necessary.

4. Faculty members seeking leave should recognize that they have a primary obligation to the institution and to their growth as educators and scholars; they should be mindful of the problem which a leave of absence can create for the administration, their colleagues, and their students; and they should not abuse the privilege by too frequent or too late application or too extended a leave. If adjustments in their favor are made, such as a reduction of workload, they should expect them to be limited to a reasonable period.

5. A leave of absence incident to political activity should come under the institution's normal rules and regulations for leaves of absence. Such a leave should not affect unfavorably the tenure status of faculty members, except that time spent on such leave from academic duties need not count as probationary service. The terms of a leave and its effect on the professor's status should be set forth in writing.

## **APPENDIX B**

### **AAUP STATEMENT OF PROFESSIONAL ETHICS**

a. Professors, 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 to their subject is to seek and to state the truth as they see it. To this end professors 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 professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

b. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their discipline. Professors demonstrate respect for students as individuals, and adhere to their proper role as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to assure that their evaluation of a student reflects the student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect the academic freedom of students.

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

d. As members of their institutions, professors seek above all to become effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

e. As members of their community, professors have the rights and obligations of any citizen. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## **APPENDIX C**

### **INTEGRITY IN RESEARCH**

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