



# **FACULTY HANDBOOK**

Version 23.0

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June 11, 2021

## **Preface**

This Faculty Handbook is the collaborative effort of Faculty, Administration, and Trustees. Thus, while the Handbook is the Faculty Handbook, approved and adopted by the Faculty, the procedural and substantive provisions governing the Faculty and set forth in the Handbook are not proclamations issued unilaterally to itself by the Faculty but are rather expressions of the Faculty's, Administration's and Trustees' commitment to a commonly understood process of collegial governance that at once recognizes the primacy of Trustee authority to govern Albright College, the discretion delegated by Trustees to the senior officers of the Administration, and the expertise of the Faculty to judge the quality of Faculty performance in teaching, scholarship and service to the College and to oversee the curriculum of the College. The College in each of its constituencies is bound to the rights and responsibilities enumerated in this Faculty Handbook. Accordingly, the Handbook is subject to change by the Board of Trustees after consultation with College Faculty and administration constituencies. Changes to this Handbook may not be made without Board of Trustees approval.

To the extent that any provision of the Faculty Governance and Policy Guide is inconsistent with any provision set forth in this Faculty Handbook, the applicable provision in the Faculty Handbook shall, in all such cases and in all respects, supersede, govern and control the corresponding provision in this Faculty Governance and Policy Guide.

Note: A simple majority of the voting faculty is required to amend this handbook provided that the amendment was proposed at the previous faculty meeting and that it was distributed in writing to the faculty at least one week prior to the meeting at which it was voted upon.

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## **I. FACULTY RESPONSIBILITIES AND RIGHTS**

### **A. Academic and Artistic Freedom**

1. Faculty members at Albright College shall have full freedom in the choice of research topics and in the publication of the results of their research, subject only to the performance of their other duties. Research for monetary return may be undertaken with the prior approval of the Chief Academic Officer.
2. Faculty members at Albright College shall have full freedom of expression in the classroom, but they have the responsibility to discuss topics, and use teaching materials that are relevant to their subject matter. Moreover, faculty shall recognize and encourage diversity of student opinion in the classroom.
3. Faculty members are citizens, members of learned professions, and responsible teachers and mentors within an educational institution. When they speak or write as citizens, they shall be free from College censorship or discipline, but, as persons of learning and as teachers at an institution of higher learning, they should remember that the public may judge their profession and the College by their utterances. Hence, they should at all times strive to be accurate in factual utterance, should exercise reasonable restraint, should show respect for (which does not require agreement with or absence of opposition to) the opinions of others and should indicate that they are not College spokespersons.
4. Albright College acknowledges that academic freedom, responsibly exercised, governs the choice and presentation on the campus of artistic productions, exhibits, and programs designed to contribute positively to intellectual inquiry on the campus. The inherent difficulty of arriving at any statement of absolute or normative standards in this area is clearly recognized, and the exercise of good judgment, taste and sensitivity is strongly urged on all who sponsor such events. Appropriate administrators shall be consulted well in advance of such events in those instances in which it appears that controversy may result or in which conflicting standards of evaluation are clearly recognized. In all such cases, the sponsoring organization should be clearly identified, an objective and clear statement of the character of the program made known in advance, and whenever possible, opportunity for competent and representative analysis made available to students and faculty alike. In the event of a disagreement, the Administration will make the final decision.

### **B. Political Activity**

Albright College encourages student participation in partisan activities. In order that the commitment of the College to its many constituents may be combined with its dedication to the educational development of students, the following areas of concern are enumerated:

1. It shall be clear that all activity is completely voluntary except for students selecting Political Science as a major and for those enrolled in a course in political parties for whom active participation in political campaign work is part of course requirements.

2. In any situation, the student has complete freedom of choice of candidate, committees or party.
3. Student participation in election-day activities coordinated with course requirements shall be treated as field trips and, provided they are germane to course work and have the approval of the instructor, they shall be considered a legitimate excuse for absence from that course.
4. Every instructor may feel free to invite any candidate or spokesman of any political party or committee to appear as a guest on the campus to present that party or committee's viewpoint on the political situation, event or campaign. In each instance, a similar opportunity shall be available to representatives of opposing or differing viewpoints.
5. No individual shall appear for any political address or activity on the Albright campus unless (a) in response to a written request by a properly constituted student group through usual calendar procedure and with the approval of the advisor to the group, or (b) on the specific invitation of a faculty member in keeping with number 4 immediately above.
6. There is an additional caveat to be observed because Albright College is a corporation, and the direct support of candidates and political parties is forbidden to corporations by law. The educational activities contemplated in the foregoing paragraphs would not be contrary to this law. However, the limitations upon direct political activity involving College resources of all kinds should be borne in mind.

### **C. Additional Political Activity**

Albright College desires that students develop into politically informed and socially minded citizens who are aware of the needs of society and who will fulfill individual responsibilities of citizenship. The College aims to provide an academic climate conducive to teaching and learning so that students may achieve maximum intellectual development. In the course of achieving these objectives we encourage members of the student body, faculty and administration to participate individually in responsible political activity and social welfare action so as to fulfill duties of citizenship and contribute to political, social and economic policies and programs at the local, state and national levels. Such participation is to be supplementary to the academic program. It is, however, the declared policy of Albright College to adhere to the College calendar of regularly scheduled classes for courses of study, including the prescribed academic program of lectures, work assignments, laboratories and examinations as applicable, with no moratorium, postponement or elimination of or deviation from such classes or prescribed program, either collectively or individually, for students enrolled in the respective courses of study. Participation in political activity or social welfare action is to be in addition to, and not as a substitute for, performance of the regularly scheduled academic program of Albright College.

## **D. Faculty Governance and Policy Guide**

Faculty must be familiar with and abide by the policies and procedures as set forth in the Faculty Governance and Policy Guide.

## **II. DIVISION OF POWERS AND RESPONSIBILITIES**

### **A. Principles of Participatory Governance**

Participatory governance requires consultation and sharing of information with other administrators and faculty who may have an interest in the outcome of some effort in which an individual is involved, or whose offices may be affected by the results of such effort. All should strive for as open a system of information sharing as possible, and should remember to bring others up-to-date with the activities of groups with which they participate.

Because it is important that, so far as possible, all interested persons and groups have adequate opportunity to participate in decision-making, the faculty has established the following principles of cooperative sharing of such matters:

1. Proposed actions, recommendations, or reports of specific departments or activities must be referred to the appropriate person or group for comment and discussion prior to final action by the originating group.
2. Should the originating group's final action be in conflict with the comments or recommendations of the persons or groups which are the subject of the report, such conflict must be identified in the final report or action and the person or group having the dissenting opinions shall be invited to appear before the faculty or Faculty Executive Committee should the report be referred to either body.
3. Should this consultation not occur, the proposed action, recommendation or report shall be considered to be void until such consultation has taken place.

The functioning of a quality academic program involves a mutual trust, cooperation, and division of responsibility among the Trustees, the Administration, the Faculty, and Student body. The Board of Trustees recognizes the professional competence and responsibility of the faculty to provide leadership in the implementation and maintenance of a sound and high quality academic program and professional staff.

While the Board of Trustees retains these formal powers, in terms of practical convenience, it recognizes the following division of powers and responsibilities.

1. The Board of Trustees reserves for itself powers as enumerated in the Board of Trustees' Bylaws and the Charter of the College. They include the following:
  - a. To review, approve, or not approve the inauguration or termination of any major leading toward graduation.

- b. To review, approve, or not approve recommended changes in the general graduation requirements of the College.
  - c. To review, approve, or not approve the addition or cancellation of any faculty staff lines.
  - d. To review, approve, or not approve recommendations for promotion in rank and the granting of tenure.
  - e. To receive annual, semi-annual, and, as needed, more frequent reports on the academic progress of the College, its specific departments, and the growth and improvement of its faculty in general from the administrative offices of the College.
  - f. To receive in its Annual and Interim meetings a report on all academic changes that have been undertaken and approved by the faculty since its last Meeting.
  - g. To originate any academic changes (in addition to the faculty) by referring any such proposed changes to the faculty for study and recommendation before final action.
  - h. To review, approve, or not approve through the recommendation of the Chief Academic Officer, the faculty and the Registrar, each graduating class.
  - i. To review, approve, or not approve through recommendation of the faculty Professional Council, the Chief Academic Officer and the President all applications for sabbatical leave.
2. The faculty has certain delegated powers and responsibilities, including the following:
- a. To review, approve, or not approve any course additions, substitutions or cancellations recommended to it by its own Educational Policy Council that do not effect major changes in curricular policy.
  - b. To recommend to the Board of Trustees through the Academic Affairs Committee of the Board, any major changes in academic policy affecting graduation requirements and the inauguration or the termination of any major areas leading to graduation.
  - c. To review, approve, or not approve through the recommendations of its committees those changes of policy governing class attendance, withdrawal procedures, probationary or honors regulations, transfer of credit, change of course, or other such regulations that affect the normal academic life of the student.
  - d. To recommend the graduating class for approval by the Board of Trustees.

- e. To assess faculty staffing needs and recommend to administration the creation of new faculty positions.
  - f. To recruit and select, for recommendation to the administration, candidates for faculty positions.
3. The Academic Departments have certain delegated powers and responsibilities, including the following:
- a. To determine, with approval of the Educational Policy Council, any specific departmental requirements for graduation not in variance with established faculty or Trustee policies already in effect.
  - b. To determine the courses which shall be offered each academic semester in consultation with the Chief Academic Officer and the Registrar.
  - c. To determine, with approval of the Educational Policy Council, the courses necessary to meet major and related field requirements of the department.
  - d. To determine all course prerequisites.
  - e. To determine all course descriptions provided in the Catalog of the College as long as these do not substantially alter the character of the courses as previously approved by the faculty.
4. Procedural assumptions of the foregoing delegation are as follows:
- a. Any proposals for changes in major academic policies or procedures of the College described in the responsibilities of the Trustees above must be presented to the Board of Trustees in the normal procedures of its Annual or Interim meetings
  - b. An academic department has the right to make any changes delegated to it in the above at any time during the academic year. If such changes are to be included in the Catalog of the College in the succeeding year they must be given to the Registrar at a date he/she shall designate.

### **III. FACULTY CONTRACT LETTERS AND RANK**

#### **A. Types of Faculty Appointment Contracts**

Faculty contract letters are for 10-month or, in some instances including faculty in the Accelerated Degree Program, 12-month appointments. The contract term shall be specified in the original appointment letter issued by the Chief Academic Officer. Except for special appointments limited to a brief association with the College, including the appointment of Visiting Professors, or reappointment of retired faculty members on special conditions, all full-time faculty appointments are of one of three kinds:

1. *Probationary Faculty Appointment in a Tenure-track*

Faculty members holding probationary, tenure-track appointments shall have the right to apply for a tenured appointment, and it shall be the obligation of the College to consider, grant or deny such applications, in complete good faith accordance with the provisions (including the period of probationary service at Albright required prior to such consideration) set forth in Sections IV., V., and VI., and VII. of this faculty Handbook.

These appointments will be for one year, subject to renewal. In all cases the length of a probationary appointment; the salary and benefits to be paid during the appointment; the rank at which the faculty member shall be appointed; and a statement binding the College and the faculty member to the rights and responsibilities of each as enumerated in this Faculty Handbook shall be stated in the faculty member's initial, and each subsequent, faculty contract letter.

a. *Time of Service in a Probationary Appointment*

Beginning with appointment to the rank of full-time Instructor or a higher academic rank, the probationary period at the College is generally six years, and shall not exceed seven years at the College except where the faculty member has been granted a tenure clock stoppage as provided in Section IV.C.2.c.

However, a full-time faculty member who comes to the College after having been a full-time faculty member in one or more other colleges may, upon agreement in writing at the time of the initial appointment to the College, receive credit for up to three probationary years. In such cases the probationary period at the College shall be at least three years.

b. *Notification of Renewal, Tenure, and Promotion Procedures*

Each spring the Chief Academic Officer shall give the faculty written notice, by publication in the April issue of the Chief Academic Officer's Bulletin, of the guideline dates governing applications and other submissions for tenure and promotion for the upcoming academic year.

c. *Notification of Renewal*

The Chief Academic Officer shall, upon approval of the President, by March 15 of each year, advise all probationary faculty members whose appointment is to be renewed for the following academic year of the terms and conditions of their renewal.

d. *Notification of Non-Renewal*

If the probationary appointment of a faculty member is not to be renewed, the Chief Academic Officer shall give written notice to that faculty member in advance of the expiration of the appointment as follows:

- (i) Not later than March 15 of the first academic year of service, if the appointment expires at the end of that academic year; or, if a one-year appointment terminates during an academic year, at least three months in advance of the appointment's termination;
  - (ii) Not later than December 15 of the second academic year of service, if the appointment expires at the end of the second academic year of service; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of the appointment's termination;
  - (iii) At least 12 months before the expiration of an appointment if the appointment will terminate after more than two years of service at the college.
- e. Evaluation standards and procedures are described in the Faculty Performance Evaluation guide, approved by the faculty and posted on the Intranet under the Faculty Resources tab.

## 2. *Continuing Faculty Appointments With Tenure*

- a. The appointment of all faculty members granted tenure by the Trustees of the College shall be a continuing, permanent ("tenured") appointment. A tenured appointment shall not be terminated, nor shall the terms or conditions of such appointment be made materially less favorable to the faculty member holding such an appointment, except for adequate cause shown by the College, as "adequate cause" and the procedures for demonstrating the existence thereof are defined and set forth in this Handbook at Section VII.
- b. Annual Notification of Terms of Tenured Appointments

By March 15 of each year, the Chief Academic Officer shall, with the approval of the President, notify each faculty member with a continuing appointment of the terms of his or her appointment for the following academic year.

- c. Evaluation standards and procedures are described in the Faculty Performance Evaluation guide, approved by the faculty and posted on the Intranet under the Faculty Resources tab.

## 3. *Full-time Faculty Appointments Not in a Tenure-track*

- a. In addition to faculty appointments with tenured status and probationary faculty appointments without such status but with "tenure-track" status, the College shall have the right to offer, and a faculty member shall have the right to hold, a full-time, non-tenure-track faculty appointment as an Instructor or Lecturer, described in Section B.1 and B.3. All such appointments shall be for one year subject to an annual review, except in cases in which the faculty member has been promoted to the rank of Senior Instructor or Senior Lecturer (Sections B.2 and B.4) in which case the faculty member shall receive a multiyear appointment as described. In all cases in which such an appointment is offered, the written initial offer from the College and any and all renewal offers from the College shall clearly state:

- (i.) That the appointment is a non-tenure-track appointment;
  - (ii.) The term of the appointment;
  - (iii.) That renewal of the appointment at the end of its term is not precluded but shall not, regardless of the excellence of the faculty member's performance, be presumed;
  - (iv.) That no faculty member while holding a non-tenure-track appointment shall be granted tenure or receive a sabbatical leave;
  - (v.) That a faculty member while holding a non-tenure-track appointment shall be permitted to apply for a probationary tenure-track appointment should such a position become available;
  - (vi.) That completion of a period of continuous employment consisting of uninterrupted renewals of such non-tenure-track appointments, regardless of the length of such period, shall not cause a faculty member to be eligible to apply for or to receive, or compel the College to grant, a permanent tenured appointment or a tenure-track probationary appointment;
  - (vii.) The process whereby, during such appointment, the faculty member's performance shall be reviewed and a determination made regarding renewal or non-renewal of the appointment;
  - (viii.) That should the appointment be continued for another year, the faculty member will be notified of such renewal no later than March 15<sup>th</sup> of the current academic year. Failure to receive such notice indicates that the appointment will not be renewed.
  - (ix.) The minimum salary to be paid and benefits (if any) to be provided during the appointment;
  - (x.) The rank at which the faculty member shall be appointed; and
- b. All persons to whom the offer of a non-tenure-track appointment is made by the College shall evidence his or her knowledge and acceptance of the terms and conditions thereof by signing, dating, and returning to the designated officer of the College a true and correct counter-part copy of the letter in which such offer is tendered.
- c. A full-time faculty member whose contract specifies that his/her appointment is not a tenure-track appointment shall hold all privileges and is subject to all responsibilities of full-time faculty in a tenure-track or tenured appointment with the exceptions of such distinctions as are set forth in Section III.A.3.a. above and in such faculty member's letter of appointment.



- d. All faculty members holding non-tenure-track appointments shall hold the rank of Instructor or the rank of Lecturer, except in certain cases approved by the Chief Academic Officer and ACRT (Advisory Committee on Rank and Tenure). Should the faculty member request to be considered for a different Non-Tenure Track rank, the Chief Academic Officer and ACRT should use the criteria as listed in Section III.B. in determining if a different rank is warranted, especially with regard to possession of terminal degree, years of service at the College, and years of service at the College in the former rank; as well as performance. However, a faculty member can carry a maximum of three years credit from the rank of Lecturer to Senior Lecturer based on years of service and upon consultation with the Provost. The faculty member may be required to submit evidence indicating he or she has met the criteria for the requested rank.
- e. Evaluation standards and procedures are described on the College website under the Faculty Resources tab.
- f. After at least six years of teaching at the College and with the approval of the department chairperson, a full-time non-tenure track faculty member may apply to the ACRT for promotion to the senior rank following the procedure outlined in Section V. of this Handbook. The ACRT shall review the application and, in consultation with the Provost, will make a recommendation to the President regarding the promotion. The decision to award a senior appointment will be made by the President and Board of Trustees. The appointment, once approved, carries a six-year contract, subject to renewal.
  - a) If the College eliminates the full-time non-tenure track position, or if the position is converted to a tenure-track position, the Chief Academic Officer shall inform the faculty member that the next contract begins the sixth and final year of the appointment.

#### 4. *Full Time Faculty Appointments as a Shared Position*

Albright College is aware that flexibility in hiring arrangements may benefit faculty and the College in allowing a single faculty position to be filled and the duties shared by two persons.

- a. Definition: Two qualified persons who are married or are same-sex domestic partners may be appointed jointly to share the equivalent of one full-time faculty position. Verification of same sex domestic partner status shall be in accordance with normal College policy. In principle, all duties, responsibilities and benefits of a single faculty position shall be shared equally to the greatest extent possible between the two persons.

- b. Appointment: The appointment to a shared position can occur in one of two ways:

(i) New Faculty Appointments.

The process to appoint two persons to a shared appointment shall follow the faculty search guidelines for tenure track faculty to the greatest extent possible. Applicants may choose to indicate a desire for their applications to be considered both individually or jointly at the time of submission, or may request consideration of a shared appointment upon being invited for interview. Upon due consideration of the applicant pool, if the academic department or program determines that each individual who has applied to share a faculty position meets the College's criteria for hiring independently, the department or program may propose a shared appointment to the Provost.

(ii) Conversion of Existing Faculty Positions.

Upon application by the faculty member and his or her spouse or domestic partner, a full-time, tenure-line appointment may be converted to a shared appointment. This is done upon recommendation of the department(s) or program(s) involved and with the approval of the Provost. The position will not be posted as an open position and additional applicants will not be sought. However, all normal application materials and the standard interviewing process shall be followed with the exception that two voting faculty members from outside the department(s) to which the person is to be appointed shall be assigned to the vetting committee.

(iii) For both types of shared appointments, rank at time of appointment shall be according to normal College procedures. Credit toward tenure for prior years of service shall be no more than one year at time of appointment into a shared appointment.

- c. Responsibilities: Allocation of the responsibilities of the shared appointment shall be agreed upon by the members of the pair with the approval of the department chair(s) and the Provost prior to the appointment and may be modified thereafter in the same manner, or by the Provost, in his or her sole discretion, if the parties fail to agree. It is expected that each person will contribute equally in the areas of teaching, research and service; however, it is understood that this sharing will not necessarily be strictly equal on an annual basis but that in general, an equitable sharing of all responsibilities will be adhered to on an ongoing basis.
- d. Tenure and Promotion: Reappointment and tenure reviews of each member will be done independently and decisions will be reached for each individual separately based on the actual duties and performance of the individual faculty member. No special restrictions or benefits related to the timing of tenure review and sabbatical leaves are associated with shared appointments; the tenure procedure and timing for each individual in a shared appointment follows the

procedures applicable to all members of the Faculty outlined in the Faculty Handbook. If the appointment should be made to an existing faculty position for which the incumbent already holds tenure, the second person shall not be given tenure upon appointment but must go through the normal tenure and promotion process.

- e. Termination: If an appointment of only one member of the pair terminates for any reason, including denial of tenure, or one member of the pair becomes incapacitated, the other member of the pair shall assume the entire responsibilities of a full-time faculty position or may resign. If the marriage or same-sex domestic partnership terminates, the conditions for holding the shared appointment no longer exist and the agreement ends. In such an event, the parties can propose to the Provost, within a designated period of time, how the responsibilities for the position will be filled by one or both of the parties (as a non-shared appointment). The Provost, in consultation with the department chair(s), determines whether or not the proposal can be accepted.
- f. Eligibility for full time positions: Should a full time faculty position become available, either faculty member is eligible to apply for future positions at the College, as permitted under the policies of the College, should such positions be available. Those holding shared appointments will have no particular claim on the positions, nor shall receive preferential treatment during the search to fill the positions. However, should one of the faculty members be hired in such a position, the other will assume the entire responsibilities of the shared appointment or resign, unless another arrangement is agreed on by the Provost, in consultation with the department(s) and Human Resources.
- g. Contracts: Each faculty member holding a shared position shall have an individual contract reflecting the employment terms and faculty status of each.
- h. Benefits:
  - (i) The salary for the shared appointment shall be shared equally unless there is an agreement by the parties. All salary sharing arrangements shall be subject to the approval of the Provost, at his or her sole discretion.
  - (ii) Both faculty members are considered benefit-eligible employees of the College and, as such, are eligible for employee benefits including participation in the TIAA-CREF Retirement Plan, shared eligibility to the College health insurance plan, long-term disability insurance, group universal life insurance, supplemental dental and vision benefits, participation in the Flexible Spending Account (FSA) Program and eligibility in the tuition remission and exchange programs, to the extent such programs exist and are generally available to benefit eligible employees in similar appointments.
  - (iii) Health Insurance will be available as a single plan for this appointment and any shared coverage would need to be consistent within the guidelines of the

summary plan description and be consistent, both in eligibility and pricing, with other eligible employees.

- (iv) If the appointment is to an existing faculty position, moving expenses or start-up funds will not normally be available to the second faculty member in the shared appointment.
  - (v) If the shared appointment is within one department, the position will only have one vote in departmental matters. Only one person may serve as a voting member of any departmental search committees.
  - (vi) Both persons will have voting privileges at full faculty meetings or on any faculty governance committees upon which they serve, and will count towards quorum in any of these governance bodies.
  - (vii) Both faculty members are fully eligible to apply for professional development funds. In addition, both are fully eligible for summer faculty scholarship and teaching grants, ACRE project funding and other professional development opportunities as are generally available to all full time faculty.
  - (viii) Both faculty members are eligible for sabbatical leaves and other leaves as delineated in the Faculty Handbook.
  - (ix) The College will do its best to provide individual offices to each faculty member, but office space may have to be shared.
  - (x) The position is subject to the same restrictions on overload as a full-time faculty position.
- i. Review/Modification: This policy shall be subject to review and modification by the Professional Council in consultation with the Provost and Human Resources. This policy may be terminated by the Cabinet and Board of Trustees if it is determined not to be in the best interests of the College. In this case, existing shared appointments would be continued but no new appointments would be made.

#### *5. Faculty Appointments with Primarily Administrative Roles*

Faculty that take on primarily administrative roles are defined as faculty whose duties are primarily administrative for more than one year, who teach fewer than 9 teaching load hours per academic year, and are on a 12-month contract rather than a 10-month contract. If a faculty member has such a position, the tenure and promotion clock will automatically stop and resume when they return to full-time teaching status. During the time that the faculty is assuming the administrative role, they will not be permitted to serve in an elected position on a faculty committee or serve as a department chair nor will the administrative role be counted as service towards their periodic evaluation or years of service towards a sabbatical.

### **B. Faculty Ranks**

Full-time faculty are employed in one of nine ranks. The following requirements for appointment to specific ranks are understood to be minimal requirements and their

achievement does not, by itself, entitle the individual to appointment to that rank. Promotion in rank during the faculty member's employment at Albright shall be accompanied by a monetary increase, as determined by the Chief Academic Officer. Such amount shall be the same for all faculty members achieving promotion in rank, regardless of individual circumstances or level of rank.

#### *1. Instructor*

Only persons holding at least a Master's degree in their field of major teaching assignment or related field shall be eligible for appointment to the faculty with the rank of Instructor.

#### *2. Senior Instructor*

Only persons who have established a record of teaching excellence and service over a period of at least six years at the College at the rank of Instructor, having fully completed two Periodic Evaluations, shall be eligible for appointment to the faculty with the rank of Senior Instructor. The Chief Academic Officer and ACRT review applications for a change in rank. The number of applications approved shall be a function of the extent to which they meet the criteria. Faculty who achieve the rank of Senior Instructor shall receive three-year contract letters rather than annual contracts. Upon successful completion of two Periodic Evaluations at the rank of Senior Instructor, faculty at this rank will receive six-year contract letters.

#### *3. Lecturer*

Only persons holding an earned doctorate or such other terminal degrees as is granted in their field of major teaching assignment or related field shall be eligible for appointment to the faculty with the rank of Lecturer. This is a non-tenure track appointment.

#### *4. Senior Lecturer*

Only persons who have established a record of teaching excellence and service over a period of at least six years at the College at the rank of Lecturer, having successfully completed two periodic evaluations, shall be eligible for appointment to the faculty with the name of Senior Lecturer. The Chief Academic Officer and ACRT review applications for a change in rank. The number of applications approved shall be a function of the extent to which they meet the criteria. Faculty who achieve the rank of Senior Lecturer shall receive three-year contract letters, rather than the annual contracts. Upon successful completion of two Periodic Evaluations at the rank of Senior Lecturer, persons at this rank will receive six-year contract letters.

#### *5. Artist/Scholar in Residence*

Only persons whose combination of academic background and career expertise in areas of the arts makes them valuable contributors to the College shall be eligible for appointment to the faculty with the rank of Artist/Scholar in Residence. While these individuals may not hold the terminal degree appropriate for their disciplines, they will have spent much or all of their career outside academia at the time of first appointment.

#### *6. Senior Artist/Scholar in Residence*

Only persons who have established a record of teaching excellence and service over a period of at least six years at the College at the rank of Artist/Scholar in Residence shall be eligible for appointment to the faculty with the rank of Senior Artist/Scholar in Residence. The Chief Academic Officer and ACRT reviews applications for a change in rank. The number of applications approved shall be a function of the extent to which they meet the criteria and available funding.

#### *7. Assistant Professor*

Only persons holding an earned doctorate or such other terminal degree as is granted in their field of major teaching assignment or related field shall be eligible for appointment to the faculty with the rank of Assistant Professor (or with any higher rank). In the creative arts the Master of Fine Arts (M.F.A) degree is appropriate for appointment to the rank of Assistant Professor and above. In the field of accounting, certification as a Certified Public Accountant (C.P.A) plus the Master's degree in economics, business, accounting or tax shall be considered sufficient for appointment to the rank of Assistant Professor and above. In the field of fashion, a master of arts /science shall be sufficient if there is demonstration of significant scholarship and professional work in that field.

#### *8. Associate Professor*

Only persons holding an earned doctorate or such other terminal degree as is granted in their field of major teaching assignment or related field, shall be eligible for appointment to the faculty with the rank of Associate Professor (or with any higher rank). For a faculty member who holds the terminal degree in his or her field at the time of initial appointment at the College, whose initial appointment at the College is at the rank of Assistant Professor, who serves for three to six consecutive years at the College in the rank of Assistant Professor before a tenure decision is made and is awarded tenure, promotion to the rank of Associate Professor shall be awarded concurrently with the award of tenure. If such person is not tenure-track, appointment to the rank of associate will be eligible after serving for at least six years at the rank of Assistant Professor.

#### *9. Professor*

Full time, tenured Associate Professors shall be eligible to apply for promotion to the rank of Professor after their tenth consecutive year of service at the College, six of which shall have been in the rank of Associate Professor; such faculty who are awarded promotion to the rank of Professor shall gain the rank of Professor at the conclusion of the academic year in which such promotion was awarded. Only persons holding an earned doctorate or other appropriate terminal degree in the field of major teaching assignment or related field and who have achieved outstanding performance with respect to teaching, scholarship, and service to the College shall be eligible for promotion to the rank of Professor.

#### *10. Initial Appointment to the Faculty with the rank of Associate or Full Professor.*

The Trustees, Administration and Faculty of the College recognize that in some circumstances the best interests of the College may be served by making an initial appointment to the faculty at the rank of Associate or Full Professor. No such

appointment shall be made without the approval of the Chief Academic Officer in consultation with the Chair of the Department within which the appointed faculty member would serve.

### **C. Part-Time Faculty Appointment Contracts**

#### *1. Part-time Faculty*

Conditions of the contracts for part-time faculty are determined through individual negotiation between the prospective faculty member and the Chief Academic Officer, in consultation with the appropriate departmental chairperson(s). Part-time faculty are employed at the rank of Adjunct Faculty Member.

The appointments may not be for more than one year, subject to renewal. In all cases the length of a part time appointment; the salary and benefits to be paid during the appointment; the rank at which the faculty member shall be appointed; and a statement binding the College and the faculty member to the rights and responsibilities of each as enumerated in this Faculty Handbook shall be stated in the faculty member's initial, and each subsequent, faculty contract letter.

### **D. Courtesy Faculty Appointments with Institutional Partners**

From time to time, articulation agreements with other institutions may require a courtesy faculty appointment of individuals who are involved in advanced, especially clinical, training of Albright students at that institution. Such courtesy appointments do not (a) constitute employment with Albright College nor (b) entitle recipients of this appointment to any faculty rank, benefits, rights or privileges at Albright, including office space, email addresses, or voting privileges. These appointments are conferrable by the Provost based on signed agreements with the other institution.

Such courtesy appointments are based on the specific articulation agreement with a specific institution, at which the individual must be employed and affiliated with the program with which the articulation agreement has been made. If an articulation agreement is terminated, so is the courtesy appointment. The courtesy appointment also ends if the individual ceases employment at the institution or affiliation with the program with which Albright has entered into an articulation agreement.

Unless terminated, a courtesy appointment lasts for the duration of the agreement and may be renewed if the agreement is renewed. Faculty from other institutions will be given the courtesy appointment at a faculty rank equal to that held at their home institution, with the addition of "Adjunct" added the courtesy appointment title; or if no relevant rank is held there, shall be given the rank of "Special Instructor or Clinical Practice."

#### **IV. CRITERIA AND PROCEDURES FOR TENURE AND PROMOTION FOR – PROFESSOR RANKS**

##### **A. Board of Trustees Tenure Policy Statement**

The Board of Trustees of Albright College adopted the following tenure policy agreed upon by the Association of American Colleges and the American Association of University Professors. (T-2/11/1943), including additions/changes in subsequent years.

1. After the expiration of a probationary period and upon conferring tenure, teacher or instructor have permanent or continuous tenure, and their services should be terminated only for adequate cause, or under extraordinary circumstances because of financial exigencies.

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

- a. The precise terms and conditions of every appointment should be stated in a written contract signed by the President of the College and the teacher and in the possession of both College and teacher before the appointment is consummated.
- b. Beginning with appointment to the rank of full-time instructor or higher rank, the probationary period should not exceed six years, except where the faculty member has been granted a tenure clock stoppage as provided in Section IV.C.2.c. The probationary period maybe less than six years if negotiated at the time of hire as in Section IV.C.2.a. Notice should be given at least one year prior to the expiration of the probationary period before the end of the sixth year, if the faculty member's contract is not to be continued after the expiration of that period.
- c. During the probationary period a teacher should have the academic freedom enjoyed by all other members of the faculty.
- d. Termination for cause of a continuous appointment, or the Dismissal for cause of a teacher prior 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, in writing, before the hearing, of the charges against her/him and should have the opportunity to be heard in her/his own defense by all bodies that pass judgment upon the case, and should be permitted to have with her/him an advisor of her/his own choosing who may act as counsel. There should be 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 his/her own or from other institutions.
- e. Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.



2. In order to make more definite the policies relative to permanent tenure, the following additional principles were adopted:
  - a. In no case shall an individual holding the rank of Instructor receive permanent tenure. Permanent tenure is thus reserved for individuals holding the rank of Professor, Associate Professor, or Assistant Professor.
  - b. The holding of a faculty rank above that of Instructor does not in itself carry with it permanent tenure status. Such status must be granted by specific action of the Board of Trustees.
  - c. Albright College may continue to employ on a year-to-year basis without awarding that individual permanent tenure even when such continuous employment exceeds the number of years normally considered as a maximum probationary period. In such instances Albright College will state this fact at the time that the individual is notified of her/his employment for each year. It is the judgment of Albright College that, if the individual wishes to continue her/his employment under such circumstances, and with full knowledge of the lack of permanent tenure, the College is relieved of obligation in this respect.
  - d. The matter of permanent tenure shall be reviewed by the Board of Trustees Academic Affairs Committee or the appropriate successor committee each year at the time that recommendations are made for re-employment and recommendations for placement upon permanent tenure of faculty members who are not already so classified shall be made by the President to the Academic Affairs Committee if any persons are considered by the committee to be eligible.
  - e. Under no condition shall any person be considered to have attained permanent tenure automatically. When an individual has been specifically approved for permanent tenure by the Board of Trustees of Albright College, he or she shall be officially informed of this action in writing.
  - f. "Tenure" as here used applies to teaching status only and does not apply to administrative positions whether full or part-time.

## **B. Criteria for Tenure and Promotion**

### 1. *Eligibility*

Only faculty members who hold the academic rank of Assistant Professor, Associate Professor, or (Full) Professor pursuant to a full-time tenure-track appointment AND have completed the period of continuous, full-time faculty service at Albright College as stated in this Handbook (or see Section III.A.5) and/or in a faculty member's contract letter shall be eligible to apply for, and only such faculty members shall be eligible to be granted, or to hold, a tenured appointment at Albright College.

In no case shall an individual holding the rank of Instructor receive permanent tenure. Permanent tenure is thus reserved for individuals holding the rank of Professor, Associate Professor, or Assistant Professor.

2. *Board Action Required for Tenure*

No person shall gain, obtain, hold or be granted a permanent tenured faculty appointment at Albright College except by the affirmative action of the Board of Trustees of Albright College, and neither the holding of a faculty rank above that of Instructor, nor any period of continuous service as a full-time faculty member at Albright College, shall, in the absence of such affirmative action, confer or be deemed to be evidence of permanent tenured status at the College.

3. *Tenure and Promotion File*

All evaluations of faculty members applying for renewal of a probationary appointment, for tenure or for promotion, and all recommendations of the President and all decisions of the Board of Trustees with respect to such applications shall be based solely upon information properly included in the applicant's promotion and tenure file at the time the evaluation begins. However, if a faculty member does something of consequence either to his or her benefit or detriment after the beginning of the evaluation but before the final tenure decision, written documentation of such action may be considered by the ACRT, the Chief Academic Officer, the President and the Board of Trustees, with the knowledge of the candidate and department chair. The candidate may submit a response within one week of being apprised of the new material. This response shall be included in the file.

No information regarding a faculty member applying for tenure or promotion shall be considered by the ACRT, the Chief Academic Officer, the President or the Board of Trustees, and no recommendation or decision regarding such application, shall be justified or justifiable by reference to any evidence not properly included in the candidate's rank and tenure file and directly relevant to the candidate's a) merit as a teacher, as a scholar or other professional, or b) to the candidate's service to the College community.

4. *Criteria*

All applicants shall be judged with respect, and only with respect, to the following three categories of performance: a) teaching excellence, b) scholarship, creative achievement, and professional activity, and c) service to the College community and only as such categories are defined and the procedures set forth in Sections IV.B.5., IV.B.6., IV.B.7., and IV.C. of the Handbook. Faculty members must strike a balance between scholarship and service to the College according to her/his interests and abilities and, while both are important to the College, neither should be done at the expense of teaching excellence nor can either serve as a substitute for teaching excellence.

## 5. *Teaching*

The single most important criterion and a necessary requisite, for the granting of tenure and/or promotion is demonstrated teaching excellence. Teaching evaluations shall be based upon the assessment of: (a) the written evaluations of the applicant's teaching submitted by the applicant's Department Chair and peers (such evaluations shall be based upon, and shall refer with specificity to, classroom visitations); (b) all course syllabi and assignments; and (c) written evaluations submitted by such alumni, and only such alumni, as have been invited to submit an evaluation pursuant to the procedures set forth in Section IV.C.6.i.iv. of this Handbook and e) all student teaching evaluations. The candidate faculty member is encouraged to submit any additional evidence of teaching excellence that he or she wishes. In judging the extent to which an applicant has achieved "teaching excellence" the ACRT and all others participating in the review of an application for tenure shall apply the following, and only the following standards:

### a. Classroom

An excellent teacher demonstrates thorough and current knowledge of the subject matter and uses that knowledge to effectively engage and challenge students. An excellent teacher is an effective communicator, using clear and organized presentations that are appropriate to the level of the course and making effective use of the class time. Creativity and innovation in the design and presentation of course material, where such creativity or innovation improves interest in the class assignments and aids in the students' grasp of the material presented, is one manifestation of excellent teaching. Excellent teachers personally demonstrate the qualities of active, enthusiastic seekers in their disciplines. Setting rigorous academic standards for students and creating an environment where students are motivated to do their best work are important to the excellent teacher. An excellent teacher teaches at a variety of curriculum levels. Fairness and impartiality in evaluation and grading are essential.

### b. Attitude Toward Students

An excellent teacher enjoys teaching and shows care and respect for students and the student experience, and promotes a positive learning environment. An excellent teacher is enthusiastic and conveys that enthusiasm to students. While maintaining high expectations and demanding student effort, an excellent teacher recognizes when students have difficulty mastering the material presented, offers help to individual students who seek help and privately suggests the value of such help to students who appear to be struggling with the course but have not sought help. Providing positive feedback and constructive criticism and not being threatened by student questions and disagreement are important characteristics of an excellent teacher. An excellent teacher creates a scholarly environment where students are encouraged to think for themselves and develop their critical and analytical abilities.

## 6. *Scholarship and Professional Activity*

Albright College recognizes the importance of scholarship not only to the general advancement of its mission but also to the faculty members performing such activities. All faculty should remain students through their careers, seriously and continuously engaged in their fields and in intellectual and cultural life more generally. Effective teaching requires active engagement with the evolving literature and major developments in your disciplines. In addition, faculty at the rank of assistant, associate or full professor are expected to remain continuously involved in research, writing, and/or creative effort that advances knowledge in their field. This may include activities such as basic research or creative activity, the integration and/or application of knowledge.

The College recognizes that the precise nature of scholarly work varies by discipline, and so each department had developed a statement outlining the expectations in their field. Please refer to each specific department's definition of scholarship for examples and criteria. These are listed und the Faculty Resources of the College's website.

## 7. *Service to the College Community*

Involvement in the life of the College is a necessary but not sufficient requirement for tenure and promotion. The College recognizes an array of ways in which faculty contribute to the College.

- a. Academic advising and counseling of students
- b. Engagement in the College
- c. Enhancing the public image of College

Examples of service include but are not limited to:

- i) establishing a record of involvement in College activities and events (e.g., admission and recruitment activities, convocation and commencement, welcome week, etc.); and
- ii) establishing a record of involvement in shared governance and contribution to the progress of the College (e.g. through the efficient completion of assigned tasks, attendance of faculty and department meetings, committee membership, serving in specific roles through the Academic Learning Center, etc.); and
- iii) establishing a record of quality advising. This consists not only of assisting students in understanding and meeting department and college requirements for graduation, but also in achieving their career and intellectual goals.
- iv) establishing a record of contributions to the intellectual life of the campus (e.g. through sponsoring speakers, experience events, or other public events); or

- v) Establishing a record of activity in civic affairs as a representative of the College to the community.

## **C. Procedures for Consideration for Tenure and Promotion**

### *1. Initiation of Consideration*

The process for promotion and tenure is initiated by the Chief Academic Officer, in consultation with ACRT, by sending a letter to the eligible faculty candidate, according to the timeline below.

### *2. Timing of Evaluations*

- a. For tenure, the ACRT makes evaluations of faculty members for counseling purposes during the second and fourth years of service at Albright, but these may occur with greater frequency at the initiation of either the faculty member or the ACRT. The faculty who have years of credit toward tenure negotiated at the time of hire, will be evaluated according to the following schedule unless they inform the Chief Academic Officer in writing no later than six months prior to a review that they plan to decrease the years of credit towards tenure.
  - (i) Faculty with one year of credit will receive their second-year review in the fall of their second year of employment at Albright, and their fourth-year review will be in the spring of their third year at Albright. Tenure review will be the fall of the fifth year.
  - (ii) Faculty with two years of credit will receive their fourth-year review in the spring of their second year at Albright. These faculty will be reviewed for tenure in the fall of their fourth year at Albright.
  - (iii) Faculty with three years of credit will receive their fourth-year review in the fall of their second year at Albright and will be evaluated for tenure in the fall of their third year of employment at Albright.
- b. The evaluation for granting of tenure takes place during the third to sixth year of service at Albright except where the faculty member has been granted a tenure clock stoppage as provided in Section IV.C.2.c.
- c. Any Albright College tenure-track faculty member facing life events that could significantly impede progress toward achieving tenure can apply to stop the tenure clock once for two consecutive semesters (one year).
  - (i) Tenure clock stoppage with leave.

A one-year tenure-clock stoppage is granted, to a faculty member who is granted one or more semesters of illness/disability leave, parental leave, and/or personal leave. A faculty member choosing not to stop the clock must make the request in writing. The request should then be approved by the CAO.

(ii) Tenure clock stoppage without leave:

Faculty members who are primary caregivers of a child, or of a parent, a spouse, or a domestic partner in a health crisis of extended duration, or who face other significantly disruptive life events that could significantly impede progress toward achieving tenure may also request tenure-clock stoppage without taking leave.

Additionally, any faculty member who takes on a primarily administrative role (see Section III.A.5), must take a mandatory tenure clock stoppage during the time of that position. Once the faculty member has resumed the full-time faculty role, the tenure clock resumes.

When not taking leave any tenure-clock stoppage requires approval by the Chief Academic Officer in consultation with the department chair(s). (In the event that the department chair is the one seeking tenure-clock stoppage, the CAO shall consult with another member of the department.) The request for a tenure-clock stoppage should be made in writing to the CAO in advance wherever possible; in the case of unplanned life events that make a tenure-clock stoppage necessary, the request should be made as soon after the event as is practical. The CAO shall document in writing when a tenure-clock stoppage is approved, to the applicant, his or her department chair and the Rank and Tenure Committee. The CAO shall provide any rejected candidate a written explanation of the reasons why, and the candidate will have the right to appeal such denial to the Faculty Appeals Committee.

3. *Chief Academic Officer Responsible for Administrative Work*

The Chief Academic Officer is responsible for the administrative work, including the communications of the ACRT. All forms for evaluation and directions for their implementation, with the exception of student evaluations, shall be made available through the office of the Chief Academic Officer. For external evaluations of scholarship, the candidate shall provide the Chief Academic Officer with the name of at least three external reviewers, capable of evaluating the candidate's scholarship. The candidate should state any professional or personal interaction with the reviewer. The chairperson of the candidate's department must provide at least one name different from the names provided by the candidate. The Chief Academic Officer will

inform the reviewer of the pending review; shall transmit a copy of the Handbook Sections setting forth the criteria by which such decisions are made; and shall ask the person to send his or her evaluation to the Chief Academic Officer.

4. *Except for their reasons for tenure and promotion the discussions of the ACRT shall be confidential*

Only the conclusions of the deliberations and a detailed rationale for recommendation or denial shall be made available.

5. *Creation and Closing of Rank and Tenure File*

When a faculty member is being considered for tenure or promotion, the ACRT establishes a candidate Rank and Tenure File to be maintained in the Academic Affairs Office. The portion of the Rank and Tenure File submitted by the candidate is due to the Department Chairperson no later than two weeks prior to the second Friday in October. The Department Chairperson will make the materials available to all members of the department who are tenured or are non-tenure track but have been teaching fulltime in the department for at least six years. After all such department members have reviewed the material, the Chairperson will write a letter following the guidelines in Section IV.C.6.i.i to be added to the file. Following review of the Chairperson's letter, all faculty members who reviewed the file shall review the letter and sign a form stating they have reviewed the letter. The Chairperson will then add the letter to the file and submit the entire Tenure File to the Academic Affairs Office no later than the second Friday of October. The aforementioned department faculty can submit independent letters directly to the ACRT prior to the second Friday of October.

6. *The Rank and Tenure File contains information from the following sources:*

- a. The rank and tenure file must contain the following materials. Failure to provide all specified materials will result in termination of consideration for tenure. At the conclusion of the process, including any appeal proceedings, the materials, except as noted in Section IV.C.6.i.i. below, shall be returned to the candidate.
- b. Curriculum vita.
- c. Candidate statement that includes the candidate's self-assessment of teaching effectiveness and philosophy, scholarly activities and growth, campus and community service, and overall contribution to the college.
- d. All course syllabi and related course materials.
- e. All student teaching evaluations (objective summary and all subjective forms) for each class taught at Albright. For candidates applying for promotion to full professor, a minimum of student teaching evaluations (objective summary and all subjective forms) for the past five years.
- f. Any additional supporting material, including items from the candidate's personnel file, relevant to the criteria for tenure and promotion as set forth in Section IV.B. of this Handbook.
- g. Evidence of scholarship, per the criteria set forth in Section IV.B.6. of this Handbook.
- h. Evidence of service, per the criteria set forth in Section IV.B.7. of this Handbook.
- i. In addition the file will contain the following materials obtained by the Chief Academic Officer and ACRT. After the completion of the process, including

any appeal proceedings, these materials will be removed from the file and placed in the candidate's personnel file.

- (i) Department Chairperson letter addressing such topics as: teaching effectiveness, relationship with students, professional accomplishments, commitments to the department and the college. The chairperson's evaluation of teaching must be based partly on recent classroom observations. This letter will be reviewed by all department faculty who are tenure or are non-tenure track but have been teaching fulltime in the department for at least six years and will be written after the Chairperson has had time to review the candidate's Rank and Tenure File, but no later than the second Friday in October. All department members who are departmental faculty who are tenure or are non-tenured track but have been teaching fulltime in the department for at least six years will sign a form supplied by the Office of the Provost stating that they have reviewed the letter. Any additional letters submitted in accordance with section IV.C.5 will be part of the tenure file.
- (ii) Narrative evaluations based on two announced classroom visitations by colleagues designated by the ACRT, The candidate will submit the names of 3-4 tenured faculties, other than the candidate's chairperson. ACRT will select several tenured faculty to provide the evaluations, including faculty in addition to those on the list provided by the candidate.
- (iii) External reviews of scholarship by colleagues judged to be objective by the ACRT and Chief Academic Officer. Such evaluations will not be solicited for two and four year evaluations, or any other evaluations occurring before tenure consideration.
- (iv) Evaluations from alumni/ae who, and only who, were students or advisees of the candidate shall be solicited in whole *or* in random fashion by the Chief Academic Officer. At least 50 such alumni shall be solicited by the Chief Academic Officer. Such evaluations will not be solicited for two and four year evaluations, or any other evaluations occurring before tenure consideration. Materials the ACRT solicits that are relevant to the criteria for tenure and promotion set for in Section IV of this Handbook and reasonably judged by the ACRT to be factually reliable statements based on direct observation of the candidate by the person making the statement.
- (v) At least one letter from a committee chair and/or other campus service activity external to the department solicited by the Chief Academic Officer's office to provide additional evidence regarding the candidate's quality of service to the college.

#### *7. Consideration by ACRT and the Chief Academic Officer*

- a. At the earlier to occur of such time as all appropriate material has been placed in the candidate's Rank and Tenure File or at the deadline for placing such material in the Rank and Tenure File, the ACRT and the Chief Academic Officer shall separately begin an evaluation of the candidate's record with respect to teaching,



scholarly or creative achievement, and service, based on, and only on, all material properly included in the candidate's rank and tenure file review. Decisions with respect to the credence and importance to be given material in the rank and tenure file shall be made at the discretion of the ACRT and the Chief Academic Officer, using their best professional judgment, but all members of the ACRT, and the Chief Academic Officer, shall give adequate consideration to all such material and shall evaluate all such material pursuant to the criteria and standards set forth in this Handbook Section IV. for such evaluation.

- b. The detailed recommendation of the ACRT with respect to any candidacy or application presented to it for review shall be based upon collegial discussion, and reached through a process of deliberation employing high standards of intellectual probity and rigor. The Committee shall give consideration to and shall respond to all questions raised by any member of the committee. The sole aim of the Committee's deliberations shall be the thorough consideration of the record.
- c. The recommendation of the Chief Academic Officer with respect to any candidacy or application presented to him or her for review shall fully comply with the provisions set forth for the conduct and reporting of the ACRT's review and recommendation.
- d. At such time as the ACRT and the Chief Academic Officer have completed their respective written accounts of their recommendation with regard to a candidacy, including both the recommendation itself and the explanation of the recommendation, or the dissent and the explanation of the dissent, the ACRT and the Chief Academic Officer shall simultaneously receive each other's written statement.
- e. At such time as the ACRT and the Chief Academic Officer have completed a consideration of the other's statement, the ACRT and the Chief Academic Officer shall meet to discuss both statements. The sole aim of the joint review of by the ACRT and the Chief Academic Officer shall be a thorough consideration of the written statements before them.
- f. A final written joint statement from the ACRT and the Chief Academic Officer will be produced by their joint deliberation, which shall include the written account of the ACRT's initial recommendation and the explanation of the recommendation followed by any revised recommendation and the explanation thereof resulting from deliberation with the Chief Academic Officer, shall be transmitted to the President over the joint signatures of the Chief Academic Officer and the chair of the ACRT.

#### 8. *Presidential Consideration*

After receipt of the record consisting of the file and joint written statement from the ACRT and the Chief Academic Officer, the President shall review the entire record, and only such record, thus transmitted to him. If the President's intended

recommendation differs from that of the ACRT, the President and the ACRT shall meet in an attempt to resolve their differences. The President shall set forth both his or her written recommendation and the grounds thereof and transmit this written statement to the candidate, the ACRT and the Chief Academic Officer.

The candidate shall have 14 calendar days from the date of his or her receipt of the President's recommendation within which to submit notice that he or she shall, pursuant to the substantive and procedural provisions of Section V. of this Handbook, appeal a recommendation that his or her application be denied. Should the candidate

appeal, the candidate shall have complete access to the candidate's file, including materials collected or composed by the ACRT, the Chief Academic Officer and the President. However, such materials may not be copied or removed from the Academic Affairs Office.

A candidate's notice that he or she will appeal a recommendation by the President that his or her application be denied shall be submitted to the chair of the Faculty Appeals Committee, with copies to the President, the Chief Academic Officer, and the chairs of the ACRT and the FEC.

If a candidate does not submit a notice of appeal or request for clarification or revision within the 14-day period above the President shall transmit to the Chief Academic Officer and to the Chair of the ACRT a copy of such statement as the President transmits to the candidate, and shall transmit his recommendation, in form identical to that provided the candidate, to the Academic Affairs Committee of the Board of Trustees, along with the entire record jointly transmitted to the President by the chair of the ACRT and the Chief Academic Officer

If a candidate does submit a notice of appeal within the 14-day period provided in this section, the President shall transmit his recommendation, in form identical to that provided the candidate, to the chair of the Faculty Appeals Committee, along with the entire record jointly transmitted to the President by the chair of the ACRT and the Chief Academic Officer.

#### 9. *Board of Trustees Consideration*

After receipt of the President's recommendation and after thorough consideration of the President's recommendation and the record, the Academic Affairs Committee of the Board of Trustees shall, submit its recommendation to the Board of Trustees.

Should the Academic Affairs Committee's recommendation differ from that of the President, the Committee and the President shall attempt to resolve such difference prior to the Academic Affairs Committee's submission to the Board of Trustees.

The Board of Trustees makes its decision and communicates it to the candidate and the President. There is no appeal of the decision made by the Board of Trustees, which the decision shall be final.

In cases where the Board of Trustees has made a decision denying tenure, the faculty member shall be given a terminal contract.

Written notice that a probationary appointment is not to be renewed shall be given to the faculty member at least 12 months before the expiration of an appointment after two or more years of service at the College.

#### 10. *Procedures for Pre-Tenure Reviews*

For two and four year evaluations, and any other reviews that may occur prior to tenure consideration, the process is completed after 7c above. At that time, the ACRT

will meet with the candidate to discuss their impressions of the candidate's file with respect to the criteria as described above. Following this meeting but no later than the first Friday in May, the ACRT will submit a written letter to the candidate informing the candidate of the ACRT's evaluation of the candidate's file.

#### 11. *Guideline Dates*

Each spring the guideline dates for the following academic year shall be published in the April issue of the Chief Academic Officer's Bulletin. These dates shall be:

Between May 1 and the  
Second Friday in May

Letter sent by the Chief Academic Officer to all Faculty eligible for tenure and/or promotion decisions, and 2-year, 4-year, and other reviews in the following academic year. Letter outlines information to be submitted and the date files are to be completed (copies of such letter available in Academic Affairs Office).

No Later than Third  
Friday in June

Untenured faculty eligible for an early tenure decision by virtue of credit awarded by Albright College for prior college or university teaching service and faculty eligible for promotion must notify the Chief Academic Officer, in writing, of their request for tenure and/or promotion decision in the following academic year. Eligible faculty candidates reply to the Chief Academic Officer in writing with recommendations for peer reviewers. Eligible faculty candidates must present scholarly and/or creative works completed on or before the third Friday in June to the Chief Academic Officer and provide a list of external reviewers of those works to the Chief Academic Officer. Department chairperson of candidate must also submit name of external reviewer to Chief Academic Officer.

From the third Friday in June through Second Friday in August	Chief Academic Officer solicits and collects information from alumni and external sources. Peer reviewers are selected by the ACRT and invited to participate in the process by the Chief Academic Officer. The Chief Academic Officer notifies the candidates of the selected peer reviewers. Candidates send fall syllabi to peer reviewers.
No Later Than the Second Friday in October	Completed files are due in the office of the Chief Academic Officer for those under consideration for tenure and promotion. Department chairs' letters of evaluation, peer reviews, and external evaluations are due. Beyond this date no additional information may be added to the candidate's Rank and Tenure File without the knowledge of the candidate and the department chair.
From Second Friday in October Through Third Friday in November	ACRT considers recommendations and all materials in the candidate's file.
No Later Than the Second Friday of December	Recommendations of ACRT and Chief Academic Officer are sent to the President.
No Later Than January 1 <sup>st</sup>	President determines her/his recommendation and communicates it to the candidate and the Chief Academic Officer. The President shall set forth both his or her written recommendation and the grounds thereof and transmit this written statement to the candidate, the ACRT and the Chief Academic Officer.
No Later Than 14 Calendar Days After Receipt of the President's Letter	A candidate for tenure and/or promotion may file a statement with the Faculty Appeals Committee Informing the Candidate of appealing an adverse recommendation of the President.
No Later Than the Third Week in January	Submission to the Academic Affairs Committee of the Board of Trustees the President's positive recommendations for tenure and promotion. Candidates will be notified in writing of Trustees' decisions one week following the winter full-Board meeting. The January deadline for Trustees' consideration does not apply to a candidate who has appealed, by the aforesaid deadline date, an adverse recommendation made by the President. There is no appeal of an adverse decision by the Board of Trustees.

First Monday of March	Completed files are due for those undergoing 2-year, 4-year, and other reviews. Department chairperson's letters and peer reviews are due.
No later than second Friday in May	ACRT sends letter to candidates and their department chairs undergoing 2-year, 4-year and other reviews apprising them of their conclusions regarding their progress toward tenure and promotion.
No later than second Friday in May	ACRT sends letter to candidates undergoing 2-year, 4-year and other reviews apprising them of their conclusions regarding their progress toward tenure and promotion.
Spring Board Meeting	Trustees consideration and decision for tenure and promotion candidates who had, in a timely fashion, appealed an adverse recommendation by the President to the Faculty Appeals Committee.

**V. CRITERIA AND PROCEDURES FOR PROMOTION – INSTRUCTOR, LECTURER, AND ARTIST IN RESIDENCE**

**A. Criteria for Non-Tenure Track Promotion**

*1. Eligibility*

Only Faculty Members who meet the criteria outlined in Section III.B of this Handbook are eligible for promotion to senior ranks.

*2. Promotion File*

All evaluations of faculty members applying for renewal of a probationary appointment or for promotion, and all recommendations of the President and all decisions of the Board of Trustees with respect to such applications shall be based solely upon information properly included in the applicant's promotion file at the time the evaluation begins. However, if a faculty member does something of consequence either to his or her benefit or detriment after the beginning of the evaluation but before the final promotion decision, written documentation of such action may be considered by the ACRT, the Chief Academic Officer, the President, and the Board of Trustees, with the knowledge of the candidate and department chair. The candidate may submit a response within one week of being apprised of the new material. This response shall be included in the file.

No information regarding a faculty member applying for tenure or promotion shall be considered by the ACRT, the Chief Academic Officer, the President or the Board of Trustees, and no recommendation or decision regarding such application, shall be justified or justifiable by reference to any evidence not properly included in the candidate's rank and tenure file and directly relevant to

the candidate's a) merit as a teacher, as a scholar or other professional, or b) to the candidate's service to the College community.

3. *Criteria*

All applicants shall be judged with respect, and only with respect, to the following three categories of performance: a) teaching excellence, b) scholarship, creative achievement, and professional activity, and c) service to the College community and only as such categories are defined and the procedures set forth in Sections IV.B.5., IV.B.6., IV.B.7., and IV.C. of the Handbook. Faculty members must strike a balance between scholarship and service (see section V.A.5 and V.A.6) to the College according to her/his interests and abilities and, while both are important to the College, neither should be done at the expense of teaching excellence nor can either serve as a substitute for teaching excellence.

4. *Teaching*

The single most important criterion and a necessary requisite, for the granting of promotion is demonstrated teaching excellence. Teaching evaluations shall be based upon the assessment of: (a) the written evaluations of the applicant's teaching submitted by the applicant's Department Chair and peers (such evaluations shall be based upon, and shall refer with specificity to, classroom visitations); (b) all course syllabi and assignments; and (c) all student teaching evaluations. The candidate faculty member is encouraged to submit any additional evidence of teaching excellence that he or she wishes. In judging the extent to which an applicant has achieved "teaching excellence" the ACRT and all others participating in the review of an application for promotion shall apply only the standards outlined in section IV.B.5 as for Professor Ranks.

5. *Scholarship, Creative Achievement, and Professional Activity*

Scholarship as a criterion for non-tenure track promotion is encouraged, but requirements vary by department. Productive engagement is expected for promotion, but the scope and level of resources available to faculty also are to be considered along with the departmental expectations. Because these promotions are not associated with tenure, nor promotion to Associate Professor, this material will not be evaluated by external reviewers.

6. *Service to the College Community*

Involvement in the life of the College is a necessary but not sufficient requirement for promotion. The College recognizes committee membership and positions, academic advising and counseling of students, participating in College activities, sponsoring speakers or other public events that enrich the intellectual life of the campus, and serving community groups as a recognized representative of the College and thereby enhancing the public image of the college.

## **B. Procedures for Consideration for Promotion**

### *1. Initiation of Consideration*

The process for promotion is initiated by the Chief Academic Officer, in consultation with ACRT, by sending a letter to the eligible faculty candidate, according to the timeline below.

### *2. Timing of Evaluations*

a. A non-tenure track faculty may request a progress review (similar to the 2 and 4 yr reviews) by the ACRT prior to application for promotion, but no more than once every two years.

b. Evaluation for promotion by ACRT is initiated by the faculty member after notification of eligibility by the Chief Academic Officer and follows the timeline outlined below in section V.10.

### *3. Chief Academic Officer Responsible for Administrative Work*

The Chief Academic Officer is responsible for the administrative work, including the communications of the ACRT. All forms for evaluation and directions for their implementation, with the exception of student evaluations, shall be made available through the office of the Chief Academic Officer.

*4. Except for their reasons for promotion, the discussions of the ACRT shall be confidential. Only the conclusions of the deliberations and a detailed rationale for recommendation or denial shall be made available*

### *5. Creation and Closing of Promotion File*

When a faculty member is being considered for promotion, the ACRT establishes a candidate Promotion File to be maintained in the Academic Affairs Office. The candidate's Promotion File is closed on the day following the second Friday in February and no further information is added after that date without the unanimous approval of the candidate, the department chair, the ACRT chair, and the Chief Academic Officer.

### *6. The Promotion File contains information from the following sources:*

The Promotion File must contain the following materials. Failure to provide all specified materials will result in termination of consideration for Promotion. At the conclusion of the process, including any appeal proceedings, the materials, except as noted in Section V.B.6.i. below, shall be returned to the candidate. The Promotion File contains information from the following sources:

- a. Curriculum vita.
- b. Candidate statement that includes the candidate's self-assessment of teaching effectiveness and philosophy, scholarly activities and growth, campus and community service, and overall contribution to the college.
- c. All course syllabi and related course materials for the past five years.
- d. All student teaching evaluations (objective summary and all subjective forms) for each class taught at Albright for the past five years.

e. Any additional supporting material, including items from the candidate's personnel file, relevant to the criteria for promotion as set forth in Section V.A. of this Handbook.

f. Evidence of scholarship, per the criteria set forth in Section V.A.5. of this Handbook.

g. Evidence of service, per the criteria set forth in Section V.A.6. of this Handbook.

h. In addition the file will contain the following materials obtained by the Chief Academic Officer and ACRT. After the completion of the process, including any appeal proceedings, these materials will be removed from the file and placed in the candidate's personnel file.

(i) Department Chairperson letter addressing such topics as: teaching effectiveness, relationship with students, professional accomplishments, commitments to the department and the college. The chairperson's evaluation of teaching must be based partly on recent classroom observations. This letter will be reviewed by all departmental faculty who are tenured or are non-tenure track but have been teaching fulltime in the department for at least six years and will be written after the Chairperson has had time to review the candidates Rank and Tenure File, but no later than the second Friday of February. All department members who are departmental faculty who are tenured or are non-tenure track but have been teaching fulltime in the department for at least six years will sign a form supplied by the Office of the Provost stating that they have reviewed the letter.

(ii) Written evaluations based on two announced classroom visitations by two colleagues designated by the ACRT. The candidate will submit the names of 3-4 faculty members, other than the candidate's chairperson. ACRT will select several faculty members to provide the evaluations, including faculty in addition to those on the list provided by the candidate-

(iii) Materials the ACRT solicits or are provided that are relevant to the criteria for promotion set forth in Section V. of this Handbook and reasonably judged by the ACRT to be factually reliable statements based on direct observation of the candidate by the person making the statement.

#### *7. Consideration by ACRT and the Chief Academic Officer*

a. After the closure of the Promotion File, the ACRT and the Chief Academic Officer shall separately begin an evaluation of the candidate's record with respect to teaching, scholarly or creative achievement, and service, based on, and only on, all material properly included in the candidate's Promotion File. Decisions made with respect to the credence and importance of given materials in the file shall be at the discretion of the ACRT and the Chief Academic Officer, using their best professional judgment, but all members of the ACRT, and the Chief Academic Officer, shall give adequate consideration



and evaluate all such material pursuant to the criteria and standards set forth in this Handbook Section V. for such evaluation.

b. The detailed recommendation of the ACRT with respect to any candidacy or application presented to it for review shall be based upon collegial discussion, and reached through a process of deliberation employing high standards of intellectual probity and rigor. The Committee shall give consideration to and shall respond to all questions raised by any member of the committee. The sole aim of the Committee's deliberations shall be the thorough consideration of the record.

c. The recommendation of the Chief Academic Officer with respect to any candidacy or application presented to him or her for review shall fully comply with the provisions set forth for the conduct and reporting of the ACRT's review and recommendation.

d. At such time as the ACRT and the Chief Academic Officer have completed their respective accounts of their recommendation with regard to a candidacy, including both the recommendation itself and the explanation of the recommendation, or the dissent and the explanation of the dissent, the ACRT and the Chief Academic Officer shall meet to discuss both recommendations.

e. A final written joint statement from the ACRT and the Chief Academic Officer will be produced by their joint deliberation, shall be transmitted to the President over the joint signatures of the Chief Academic Officer and the chair of the ACRT.

f. In the case of a negative recommendation, the ACRT and Chief Academic Office shall prepare a letter to the candidate outlining the rationale for the decision to be delivered to the candidate following the final decision by the President.

#### *8. Presidential Consideration*

After receipt of the record consisting of the file and joint written statement from the ACRT and the Chief Academic Officer, the President shall review the entire record, and only such record, thus transmitted to him or her. If the President's intended recommendation differs from that of the ACRT, the President and the ACRT shall meet in an attempt to resolve their differences. The President shall set forth both his or her written recommendation and the grounds thereof and transmit this written statement to the candidate, the ACRT and the Chief Academic Officer.

#### *9. Board of Trustees Consideration*

After receipt of the President's recommendation and after thorough consideration of the President's recommendation and the record, the Academic Affairs Committee of the Board of Trustees shall, submit its recommendation to the Board of Trustees.

Should the Academic Affairs Committee's recommendation differ from that of the President, the Committee and the President shall attempt to resolve such difference prior to the Academic Affairs Committee's submission to the Board of Trustees.

The Board of Trustees makes its decision and communicates it to the candidate and the President.

### 10. Guideline Dates

Each spring no later than the Second Friday in May	Letter sent by the Chief Academic Officer to all Faculty eligible for promotion decisions; in the following academic year. Letter outlines information to be submitted and the date files are to be completed (copies of such letter available in Academic Affairs Office).
No Later than Third Friday in June	Untenured faculty eligible for promotion must notify the Chief Academic Officer, in writing, of their request for <del>tenure and/or</del> promotion decision in the following academic year. Eligible faculty candidates reply to the Chief Academic Officer in writing with recommendations for peer reviewers.
From the third Friday in June through Second Friday in August	Peer reviewers are selected by the ACRT and invited to participate in the process by the Chief Academic Officer. The Chief Academic Officer notifies the candidates of the selected peer reviewers. Candidates send fall syllabi to peer reviewers.
No Later Than Two Weeks Prior to the Second Friday in February	Candidate submits completed file to Department Chair for departmental review
No Later Than the Second Friday in February	Completed files are due in the office of the Chief Academic Officer for those under consideration for tenure and promotion. Department chairs' letters of evaluation; and peer reviews are due. Beyond this date no additional information may be added to the candidate's Promotion File without the knowledge of the candidate and the department chair.

## **VI. PROCEDURAL PROVISIONS FOR AN APPEAL OF AN ADVERSE TENURE/PROMOTION RECOMMENDATION BY THE PRESIDENT**

This section states the grounds and procedures for an appeal of an adverse tenure and/or promotion recommendation made by the President. It does not apply to appeals of a decision not to renew a probationary appointment when the probationary faculty member is not eligible to apply for tenure; to the termination or non-renewal of non-tenure-track appointment; or to non-renewal or termination initiated by the Administration on the grounds of discontinuance of a department, or a program of instruction, a medical condition precluding a faculty member's discharge of his or her duties as a teacher at the College or creating a health hazard to members of the College, a state of financial exigency validly declared pursuant to the provisions of Section VII of the Handbook, adequate cause as defined at Section VII, or professional unfitness, as defined at Section VII of this Handbook.

## **A. Grounds for Appeal**

If a faculty member alleges that an adverse tenure and/or promotion recommendation by the President was (1) based in whole or in part on considerations violative of (a) academic freedom (Section I.A.) or (b) discrimination on the basis of race, religion, sex, age, national origin, sexual orientation, veteran status, marital status or disability; (2) that the deliberation of the ACRT and/or the Chief Academic Officer did not conform to the procedures set forth in the Handbook for such deliberation; or (3) that the statement of the President in support of his or her recommendation, and/or the record of the deliberation of the ACRT and/or the Chief Academic Officer, fails to disclose that adequate consideration was given to the application, the FAC shall have exclusive jurisdiction to adjudicate the appeal, and the Faculty Appeals Committee shall adjudicate the appeal pursuant to the provisions set forth in this Section V of the Faculty Handbook. For the purposes of this paragraph, adequate consideration means that a decision shall be arrived at conscientiously and that all evidence presented in the faculty member's rank and tenure file bearing on the relevant performance of the candidate shall be examined and considered. The decision reached shall be a bona fide exercise of judgment taken with reasoned care. Adequate deliberation over the import of all relevant information in the record shall be given in light of relevant standards fairly applied. Irrelevant and improper standards shall be excluded from consideration.

## **B. Procedure for Filing/Form of a Notice of intention to Appeal**

1. Where the faculty member disagrees with the recommendation of the President, the faculty member shall list the grounds for his or her appeal. This will include a brief but not necessarily comprehensive summary of facts which are seen as supporting the grounds of the appeal. An appeal shall be initiated by submission of a notice of intention to appeal to the Chairperson of the Faculty Appeals Committee, with copies to the President, the Chief Academic Officer, and the chair of the ACRT by no later than two weeks following receipt of written notification from the President of her/his adverse recommendation. The notice of appeal shall be in the following form: "To the Chair of the Faculty Appeals Committee: I hereby give timely notice of my intention to appeal the recommendation of the President that my application for (tenure/promotion/tenure and promotion) be denied. I base my appeal on the following ground(s): \_\_\_\_\_"
2. If the notice of appeal does not state one or more of the grounds for appeal set forth in Section V.A. above, it shall be mandatory that the Faculty Appeals Committee conclude, and so notify the appellant within one week of receiving the intention to appeal, with copies of such notification to the President, the Chief Academic Officer, and the chair of the ACRT, as follows: "The Faculty Appeals Committee has received your notice of intention to appeal the recommendation of the President that your application for (tenure/promotion/tenure and promotion) be denied. Your notice fails to state one or more valid grounds (as such grounds are set forth at Section V.A. of this Handbook) for such appeal. The Faculty Appeals Committee is therefore required by the provisions of Section V.A. of this Handbook to, and

hereby notifies you that it does, dismiss your appeal.”

3. If the notice of appeal does state one or more of the grounds for appeal set forth in Section V.A. above, the Faculty Appeals Committee shall notify the appellant within one week of receiving the notification of appeal, with copies of such notification to the President, the Chief Academic Officer, and the chair of the ACRT, as follows: “The Faculty Appeals Committee has received your notice of intention to appeal the recommendation of the President that your application for (tenure/promotion/tenure and promotion) be denied. Your notice states one or more valid grounds (as such grounds are set forth at Section V.A. of the Handbook) for such appeal. The Faculty Appeals Committee, therefore, hereby notifies you, pursuant to Section V.A. of this Handbook, that the Committee will adjudicate your appeal. You are directed to submit one signed original and four copies of your appeal to the Chair of the Faculty Appeals Committee by no later than four weeks after the Faculty Appeals Committee’s acceptance of the appeal. The required content of an appeal of the President’s recommendation that an application for (tenure/promotion/tenure and promotion) be denied is set forth at Section V.C. of the Handbook.”
4. The Faculty Appeals Committee shall render its findings to the appellant, the chair of the ACRT, the Chief Academic Officer and the President within 30 days after receiving the appeal, but no later than April 1.

### **C. Content of the Appeal**

1. The appeal shall be accompanied by the following statement, signed by the appellant faculty member: “I understand that adjudication of my appeal of the President’s recommendation that my application for tenure/promotion/tenure and promotion be denied requires the Faculty Appeals Committee to receive and examine the entire record of the review of my application to date, including the faculty member’s rank and tenure file, written statements submitted by the ACRT and the Chief Academic Officer, and the written statement of the President. I hereby consent to the presentation of all such material to, and the examination of all such material by, all members of the Faculty Appeals Committee.”
2. The appeal shall be signed and dated by the appellant faculty member. The appeal shall contain the following:
  - a. A statement of the grounds upon which the faculty member bases his or her appeal; such statement shall include no grounds not set forth in the faculty member’s notice of intent to appeal.
  - b. A summary statement of the facts contained in the faculty member’s rank and tenure file, which the faculty member contends support the appeal.
  - c. A summary statement of such facts, if any, as are not contained in the faculty member’s rank and tenure file, as submitted to the ACRT, which the faculty member contends support the appeal.

- d. A list of such documents or other written material, if any, as the faculty member has included in the appeal and which the faculty member contends contain information that supports the appeal.
- e. A summary of the faculty member's argument in support of the appeal.
- f. The faculty member's argument in support of the appeal.

#### **D. Content of President's Rebuttal**

- 1. The Faculty Appeals Committee shall send to the President the entire content of the appeal as described in Section V.C.2. above.
- 2. The President shall submit her/his rebuttal to the Faculty Appeals Committee by the deadline specified by the Faculty Appeals Committee.

#### **E. Functions and Procedures of the Faculty Appeals Committee**

##### *1. Confidentiality*

- a. The Faculty Appeals Committee shall treat all of its activities as confidential, unless the candidate wishes otherwise. All of its proceedings, including documents, minutes, memoranda and any papers or statements presented to it, shall be considered as confidential.
- b. Any violation of this confidentiality shall be deemed a breach of trust and professional ethics and shall subject the violator to removal from the Faculty Appeals Committee.

##### *2. Burden of Proof*

The appellant faculty member shall have the burden of proof in establishing, by a preponderance of the evidence presented properly before the Faculty Appeals Committee, one or more of the allegations set forth in Section V.A. of this Faculty Handbook.

##### *3. Basis of an Appeal*

The adjudication of the appeal by the Faculty Appeals Committee shall determine whether, in the judgment of the Faculty Appeals Committee, the faculty member has established, by a preponderance of the evidence properly before the Faculty Appeals Committee, (a) that the adverse recommendation of the President with respect to the appellant's application for tenure/promotion/tenure and promotion was based in whole or in part upon considerations violative of (i) academic freedom or (ii) discrimination on the basis of race, religion, sex, age, national origin, sexual orientation, veteran status, marital status or disability; (b) that the deliberation of the ACRT and/or the Chief Academic Officer did not conform to the procedures set forth in the Handbook for such deliberation; or (c) that the statement of the President in support of his or her recommendation, and/or the record of the deliberation of the ACRT and/or the Chief Academic Officer, fail(s) to disclose that

adequate consideration was given to the application, as defined in paragraph V.A. above.

a. Academic Freedom

If an appeal alleges a violation of academic freedom, the Faculty Appeals Committee shall determine whether, in its judgment, the appellant has established by a preponderance of the evidence properly before the Faculty Appeals Committee that either (a) the statement by the President supporting his or her recommendation rests in whole or in part on grounds violative of academic freedom, as such term is defined in Section I.A. of this Handbook; or (b) that the record presented to the President and considered by the President in his or her deliberation contains information or statements the consideration of which in deliberations regarding an application for renewal, for tenure or for promotion at the College constitutes a violation of academic freedom, as such term is defined in Section I.A. of this Handbook.

b. Discrimination

If an appeal alleges discrimination on the basis of race, religion, sex, age, national origin, sexual orientation, veteran status, marital status or disability, the Faculty Appeals Committee shall determine whether, in its judgment, the appellant has established by a preponderance of the evidence properly before the Faculty Appeals Committee that either (a) the statement by the President supporting his or her recommendation rests in whole or in part on such discriminatory grounds; or (b) that the record presented to the President and considered by the President in his or her deliberation contains information or statements the consideration of which in deliberations regarding an application for tenure or for promotion at the College constitutes such discrimination.

c. Procedural

If the appeal alleges that the deliberation of the ACRT and/or the Chief Academic Officer did not conform to the procedures set forth in Section IV. of this Handbook for such deliberation, the Faculty Appeals Committee shall determine whether, in its judgment, the appellant has established by a preponderance of the evidence properly before the Faculty Appeals Committee that the procedures set forth in Section IV. of this Handbook were materially and substantively violated in ways adverse to appellant's tenure/promotion/tenure and promotion interest.

d. Adequate Consideration

If an appeal alleges that the statement of the President in support of his or her recommendation, and/or the record of the deliberation of the ACRT and/or the Chief Academic Officer, fails to disclose that adequate consideration, as defined in Section V.A. above, was given to the application, the Faculty Appeals Committee shall determine whether, in its judgment, the appellant has

established by a preponderance of the evidence properly before the Faculty Appeals Committee that either (a) the statement by the President supporting his or her recommendation; or (b) the record presented to the President and considered by the President in his or her deliberation fails to disclose that adequate consideration was given to the application.

#### 4. *Hearing*

- a. At the hearing, the Faculty Appeals Committee shall proceed by considering first the appellant's statement of appeal and then the ACRT's/Chief Academic Officer's/President's statement. Any hearing of the evidence shall be in private unless approved by the appellant. If the appellant and the ACRT/Chief Academic Officer/President disagree, the Faculty Appeals Committee decides whether or not the hearing shall be private or public.
- b. The appellant and/or a representative of the appellant may attend the hearings. The appellant shall have the option of assistance of counsel at the appellant's personal expense.
- c. The Faculty Appeals Committee shall determine the order of the hearing, normally conduct the questioning of witnesses and, if necessary, secure the presentation of evidence.
- d. The ACRT/Chief Academic Officer/President shall have the option of assistance of counsel. The appellant or her/his adviser and the ACRT/Chief Academic Officer/President and her/his/their adviser shall have the right within reasonable limits to question all witnesses who testify orally. The complainant and the ACRT/Chief Academic Officer/President shall have the opportunity to be confronted by all adverse witnesses. All of the evidence shall be available to both parties. The hearing procedures shall not necessarily adhere to formal rules of court procedure.
- e. A court reporter shall be used. A copy of this transcription shall be given to the appellant and the ACRT/Chief Academic Officer/President. The chair of the Faculty Appeals Committee shall retain one copy.

#### 5. *Grounds for Judgment*

In no event, regardless of the ground or grounds for appeal asserted by the appellant, shall the Faculty Appeals Committee substitute its judgment on the underlying merits of the appellant's application for that of the ACRT, the Chief Academic Officer, or the President, but rather shall consider only whether the appellant has established by a preponderance of the evidence properly before the Faculty Appeal Committee that one or more of the basis for appeal as described in Section V.E.3. of this Faculty Handbook has occurred as alleged by the appellant.

#### 6. *Ruling in Favor of Appellant*

If the Faculty Appeals Committee determines that the appellant has established by a preponderance of the evidence properly before the Faculty Appeals Committee that

one or more of the violations alleged by the appellant has occurred, the Faculty Appeals Committee shall so state in writing. Such writing shall include a description of the factual material or analytical statement(s) in the record that the Faculty Appeals Committee finds to be violative of procedures established at the College, as set forth in the Handbook; an explanation of why the Faculty Appeals Committee finds such material or statement(s) violative of such procedures; and instructions with respect to the step or steps to be taken by the ACRT, the Chief Academic Officer and/or the President, upon reconsideration of the application, to assure that the recommendation of the President following such reconsideration has been arrived at solely on the basis of information and through such analysis as conform(s) to the procedures and criteria of the College, as set forth in the Handbook.

A copy of the Faculty Appeals Committee's statement, signed by all members of the Committee concurring with the statement, shall be transmitted to the appellant, to the chair of the ACRT, to the Chief Academic Officer and to the President.

If the Faculty Appeals Committee has found that reconsideration by the ACRT or Chief Academic Officer is required, the Faculty Appeals Committee shall transmit the record presented to it to the chair of the ACRT and to the Chief Academic Officer.

If the Faculty Appeals Committee has found that reconsideration by the President is required, but not by the ACRT or the Chief Academic Officer, the Faculty Appeals Committee shall transmit the record presented to it to the President.

#### *7. Ruling against the Appellant*

If the Faculty Appeals Committee determines that the appellant has not established by a preponderance of the evidence properly before the Faculty Appeals Committee that one or more of the violations alleged by the appellant have occurred, the Faculty Appeals Committee shall so state in writing. Such writing shall include a description of the Faculty Appeals Committee's deliberations, set forth with sufficient specificity to permit a subsequent determination of the adequacy of the consideration given by the Faculty Appeals Committee to the appeal.

A copy of the Faculty Appeals Committee's statement, signed by all members of the Committee concurring with the statement, shall be transmitted to the appellant, to the chair of the ACRT, to the Chief Academic Officer and to the President.

- 8. There shall be no appeal of such a finding by the Faculty Appeals Committee, and following such a finding, no further appeal of the President's recommendation.*

### **F. Reconsideration of Adverse Recommendation by the ACRT, the Chief Academic Officer or the President**

1. If the Faculty Appeals Committee instructs that the ACRT, the Chief Academic Officer, and/or the President shall reconsider an application, such reconsideration



shall be given to the application at all levels required by the Faculty Appeals Committee. Each body or officer of the College undertaking such reconsideration may consider all or any information germane to the findings of the Faculty Appeals Committee whether or not contained in the candidates Rank and Tenure File. Each body or officer of the College undertaking such reconsideration shall provide the appellant and the Faculty Appeals Committee a written account of its, his or her reconsideration, set forth with sufficient specificity to permit a subsequent determination of the adequacy of the consideration given to the findings of the Faculty Appeals Committee. A reconsidered recommendation by the ACRT or the Chief Academic Officer shall be transmitted to the President, who shall give adequate consideration to such reconsidered recommendation, as well as to the statement of the Faculty Appeals Committee, in forming his own reconsidered recommendation.

2. Upon reconsideration of her/his recommendation by the President, the President shall forward her/his final recommendation to the Board of Trustees for decision, with copies of the forwarding correspondence provided to the candidate, Chief Academic Officer, and Chair of the ACRT and the Faculty Appeals Committee.
3. The Board of Trustees shall exercise its own independent discretion in determining whether to accept or reject a recommendation by the President, whether such recommendation is that an application be granted or denied. However, in exercising its own independent discretion, the Board shall base its determination upon the record presented to it, and shall give adequate consideration to that record.

The Board shall in any event render its decision in a timely manner and shall make every effort to notify the President no later than the guideline date of the Spring Board Meeting. The President shall immediately inform the candidate and the Chief Academic Officer of the decision by the Board of Trustees. There is no appeal of the decision by the Board of Trustees.

## **VII. PROCEDURES FOR NON-RENEWAL OF PROBATIONARY APPOINTMENTS PRIOR TO ACRT AND CHIEF ACADEMIC OFFICER TENURE RECOMMENDATIONS**

### **A. Valid Basis for an Appeal**

If a probationary faculty member alleges that a decision not to renew his or her appointment was (1) based in whole or in part on considerations violative of (a) academic freedom or (b) discrimination on the basis of race, religion, sex, age, national origin, sexual orientation, veteran status, marital status or disability; and (2) that the deliberations on which such determination was based did not conform to the procedures set forth in the Handbook for such deliberation;

the Faculty Appeals Committee shall have exclusive jurisdiction to adjudicate such allegations, and the Faculty Appeals Committee shall adjudicate such allegations pursuant to the provisions set forth in this Handbook.

## **B. Non-renewal of Probationary Appointments Prior to the ACRT and Chief Academic Officer's Tenure Recommendations**

1. This section describes the procedural standards that apply only to determinations not to renew probationary appointments made prior to the probationary faculty member's tenure recommendations by the ACRT and the Chief Academic Officer. It does not apply to non-renewal of such appointments caused by the discontinuance of a department of instruction or a program of instruction; or the grounds of a medical condition precluding the faculty member's discharge of his or her duties or creating a hazard to the health or safety of members of the College community; or a validly declared state of financial exigency at the College; or professional unfitness for adequate cause (see Section VII. of this Faculty Handbook).
2. If non-renewal of a probationary appointment is based upon enrollment trends, plans for departments and programs, and budgetary factors, then no full-time faculty replacement shall be hired for three years after the non-renewal without first giving the non-renewed faculty member the first right of refusal.

## **C. Notification of Non-renewal**

Written notice that a probationary appointment is not to be renewed shall be given to the faculty member in advance of the expiration of her/his appointment, as follows:

1. Not later than March 15 of the first academic year of service, if the appointment expires at the end of that academic year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination;
2. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that academic year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination;
3. At least 12 months before the expiration of an appointment after two or more years of service at the College.
4. The faculty member's salary at the time such notice is given shall remain in effect until the termination becomes effective.

## **D. Procedure for Filing/Form of a Notice of intention to Appeal**

1. Where the faculty member disagrees with the recommendation of the President, the faculty member shall list the grounds for his or her appeal. This will include a brief but not necessarily comprehensive summary of facts which are seen as supporting the grounds of the appeal. An appeal shall be initiated by submission of a notice of intention to appeal to the Chairperson of the Faculty Appeals Committee, with copies to the President, the Chief Academic Officer, by no later than two weeks following the faculty member's receipt of notification of non-renewal of his or her appointment. The notice of appeal shall be in the following form: "To the Chair of the Faculty Appeals Committee: I hereby give timely

notice of my intention to appeal the non-renewal of my appointment. I base my appeal on the following ground(s):\_

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2. If the notice of appeal does not state one or more of the grounds for appeal set forth in Section VI.A. above, it shall be mandatory that the Faculty Appeals Committee conclude, and so notify the appellant, with copies of such notification to the President, the Chief Academic Officer, and the department chair, as follows: “The Faculty Appeals Committee has received your notice of intention to appeal the non-renewal of your probationary appointment. Your notice fails to state one or more valid grounds (as such grounds are set forth at Section VI.A. of this Handbook) for such appeal. The Faculty Appeals Committee is therefore required by the provisions of Section VI.A. of this Handbook to, and hereby notifies you that it does, dismiss your appeal.”
3. If the notice of appeal does state one or more of the grounds for appeal set forth in Section VI.A. above, the Faculty Appeals Committee shall notify the appellant, with copies of such notification to the President, the Chief Academic Officer, and the department chair as follows: “The Faculty Appeals Committee has received your notice of intention to appeal the non-renewal of your probationary appointment. Your notice states one or more valid grounds (as such grounds are set forth at Section VI.A. of this Handbook) for such appeal. The Faculty Appeals Committee, therefore, hereby notifies you, pursuant to Section VI.E. of this Handbook, that the Committee will adjudicate your appeal. You are directed to submit one signed original and four copies of your appeal to the Chair of the Faculty Appeals Committee by not later than four weeks after the Faculty Appeals Committee’s acceptance of the appeal. The required content of an appeal of the non-renewal of a probationary appointment is set forth at Section VI.E. of this Handbook.”

#### **E. Content of the Appeal**

1. The appeal shall be accompanied by the following statement, signed by the appellant faculty member: “I understand that adjudication of my appeal of the non-renewal of my probationary appointment requires the Faculty Appeals Committee to receive and examine the entire record of the deliberations upon which such non-renewal was based. I hereby consent to the presentation of all such material to, and the examination of all such material by, all members of the Faculty Appeals Committee.”
2. The appeal shall be signed and dated by the appellant faculty member. The appeal shall contain the following:
  - a. A statement of the grounds upon which the faculty member bases his or her appeal; such statement shall include no grounds not set forth in the faculty member’s notice of intent to appeal.
  - b. A summary statement of the facts upon which the faculty member relies in his or her appeal.

- c. A list of such documents or other written material, if any, as the faculty member has included in the appeal and which the faculty member contends contain information that supports the appeal.
- d. A summary of the faculty member's argument in support of the appeal.
- e. The faculty member's argument in support of the appeal.

**F. Functions and Procedures of the Faculty Appeals Committee**

1. The adjudication of the appeal by the Faculty Appeals Committee shall determine whether, in the judgment of the Faculty Appeals Committee, the faculty member has established, by clear and convincing evidence properly before the Faculty Appeals Committee, (a) that the decision appealed from was based in whole or in part upon considerations violative of (i) academic freedom or (ii) discrimination on the basis of race, religion, sex, age, national origin, sexual orientation, veteran status, marital status or disability; or (b) was made on grounds or by a process that failed to conform to the procedures set forth in the Handbook for such deliberation.
2. The appellant faculty member shall have the burden of proof in establishing, by clear and convincing evidence properly before the Faculty Appeals Committee, one or more of the allegations set forth in Section VI.A above.
3. The Faculty Appeals Committee shall review all material submitted to it by the appellant and by the Chief Academic Officer to determine whether the appellant has established, by clear and convincing evidence properly before the Faculty Appeals Committee, that one or more of the procedural violations alleged by the appellant to have occurred in connection with the decision not to renew his or her probationary appointment did in fact occur and, if such violation did occur, whether the decision not to renew the appellant's probationary appointment was based, in whole or in part, upon such violative process or criterion.
4. If the Faculty Appeals Committee determines that the appellant has established by clear and convincing evidence properly before the Faculty Appeals Committee that one or more of the procedural violations alleged by the appellant has occurred, the Faculty Appeals Committee shall so state in writing. Such writing shall include a description of the factual material or analytical statement(s) in the record that the Faculty Appeals Committee finds to be violative of procedures established at the College, as set forth in the Handbook; an explanation of why the Faculty Appeals Committee finds such material or statement(s) violative of such procedures; and instructions with respect to the step or steps to be taken by the Chief Academic Officer, upon reconsideration of the decision, to assure that the decision following such reconsideration has been arrived at solely on the basis of information and through such analysis as conform(s) to the procedures and criteria of the College, as set forth in this Handbook.
5. If the Faculty Appeals Committee determines that the appellant has not established by clear and convincing evidence properly before the Faculty Appeals Committee

that one or more of the procedural violations alleged by the appellant has occurred, the Faculty Appeals Committee shall so state in writing. Such writing shall include a description of the Faculty Appeals Committee deliberations, set forth with sufficient specificity to permit a subsequent determination of the adequacy of the consideration given by the Faculty Appeals Committee to the appeal.

6. A copy of the Faculty Appeals Committee statement, signed by all members of the Committee concurring with the statement, shall be transmitted to the appellant, to the Chief Academic Officer and to the department chair. There shall be no further appeal of the decision. The Chief Academic Officer shall have the opportunity to respond to the Faculty Appeals Committee statement. This response shall become part of the written record.

#### **G. Reconsideration of a Non-Renewal Decision**

If, upon reconsideration, the non-renewal decision is reaffirmed, there is no further appeal.

### **VIII. TERMINATION AND DISMISSAL OF FACULTY**

The procedures described in this section shall apply in all cases, and only in such cases, in which the Administration seeks the Termination or Dismissal of a faculty member holding a tenured appointment at the College, or the Termination or Dismissal of a faculty member holding a probationary appointment at the College, prior to the end of such probationary faculty member's term of appointment specified at the time such appointment was made.

#### **A. Definitions of Termination and Dismissal of Appointments by the College**

1. Termination refers to action that would cause employment to cease at the end of an academic year when a prior commitment had been made to continue employment beyond that year, as in the case of tenure.
2. Dismissal refers to action which would cause employment to cease prior to the end of a specific contract year, for instance, at mid-term of a year or during a semester.
3. Termination and Dismissal shall not be used for the purpose of restraining faculty members in their exercise of academic freedom or their other rights as United States citizens; however, neither the privileges of academic freedom nor the rights of United States citizens shall preclude Termination or Dismissal in circumstances where the actions of a faculty member are found to be in violation of provisions (other than with respect to academic freedom) set forth in this Handbook.

#### **B. Termination and Dismissal only for Adequate Cause**

1. *Termination or Dismissal* (1) of an appointment with tenure or (2) of a special or probationary appointment, before the end of a specified term, may be effected by

the College only for adequate cause. Adequate cause shall include the following:

- a. A state of financial exigency at the College, validly found and declared to exist pursuant to provisions set forth in Section VII.B.2. of this Handbook.
- b. The discontinuance of an academic department or program, if and only if such discontinuance was effected pursuant to procedures set forth in Section VII.B.3. of this Handbook.
- c. Clear and convincing medical evidence that the faculty member is unable to discharge her/his required duties pursuant to procedures set forth in the Section VIII.B. of this Handbook.
- d. Professional unfitness or incompetence pursuant to procedures set forth in Section VII.B.4. of this Handbook.
- e. Willful misconduct pursuant to the procedures set forth in Section VII.B.6. of this Handbook.
- f. Conduct of a Continuing Duration pursuant to the procedures set forth in Section VII.B.7. of this Handbook.
  - (i) Conduct proscribed by the Albright College Faculty Policy on Harassment and Abuse as set forth in Appendix B. of this Handbook pursuant to the procedures set forth in Sections VII.B.8. and VII.B.9. of this Handbook.
  - (ii) Felonious conduct pursuant to the procedures set forth in Section VII.B.10. of this Handbook.

## 2. *Financial Exigency*

- a. The College shall have the right, following a valid declaration that the College is in a condition of financial exigency, to terminate certain contractual obligations of the College.
- b. A state of financial exigency may be validly declared to exist at the College if and only if, in the good faith determination of the College, for the 12 month period beginning at the Effective Date:
  - (i) The operating costs required to fulfill existing College financial obligations and to fund such discretionary spending as is required to maintain the College's then current academic and extra-curricular programs without material reduction in content or quality.
  - (ii) Exceed the guaranteed and reasonably projected revenue from all sources including student tuition, government and private grants, gifts and loans.
  - (iii) By an amount that is greater than the amount of funds that could be

taken from reserve funds or the principal from the College's endowment.

- (iv) Without imprudently and in disregard of sound business and financial judgment exercised in accordance with generally accepted principles of academic management.
  - (v) Creating the unacceptable risk that the College would be unable to maintain its then current academic and extra-curricular programs without material reduction in content or quality without continued deficits in its annual operating budgets.
- c. The faculty acknowledges that the valid declaration of the existence of a state of financial exigency is the prerogative solely of the Trustees of Albright College and that applicable law and the College's governing regulations authorize the Trustees to make such a declaration at their sole discretion, provided that such discretion is exercised in good faith compliance with each and every provision of this Section VII.B.
  - d. In addition to the judgment of the Trustees, a valid declaration of a state of financial exigency at Albright College requires substantial, good faith compliance with each and every provision of this Section VII.B.2. by all administrative and faculty bodies and persons whose actions are required by this Section VII.B.2.
  - e. The determination that the College is in a condition of financial exigency requires a good faith, soundly reasoned subjective analysis of accurately stated empirical facts in a manner consistent with generally accepted financial principles fairly applied to the specific circumstances of the College.
  - f. In all instances in which anybody or person is required by the provisions of this Section 1 to take any action, reach any judgment, provide any recommendation or make any decision (all such actions being collectively referred to herein as an "Action" or, in the plural, as "Actions"), such body or person, as the case may be, shall prior to taking any such Action be provided with all financial and other data relevant to the Action by the body or person called upon to take Action and by any other body, person, agent or employee of the College possessing or otherwise being aware of such relevant financial or other data, whether of an historic or forward looking nature; in all events, all data, financial or otherwise, and whether historic or forward looking (henceforth the "Relevant Data") in the possession or control of one body or person shall be provided to all other bodies and persons required by the provisions of this Section 1 to take any Action as a condition precedent to the valid declaration of a state of financial exigency.
  - g. The following procedure shall be followed in order for a state of financial exigency to be validly declared to exist at the College:
    - (i) Both the President of the College and the Trustees of the College shall have the right to direct the initiation of such a procedure.

(ii) The Vice President for Administration and Finance (henceforth the “Vice President”) shall prepare, sign, and provide the President with a report (the Vice President’s Report”) setting forth:

- 1) All relevant data.
- 2) A statement whether, in his or her opinion, the Relevant Data permit the valid declaration of a state of financial exigency.

If in the opinion of the Vice President the Relevant Data do not permit the valid declaration of a state of financial exigency, a detailed recommendation of revenue increasing and cost reducing measures to be taken by the College without the declaration of a state of financial exigency.

If in the opinion of the Vice President the Relevant Data do permit the valid declaration of a state of financial exigency, a statement either recommending the declaration of a stage of financial exigency or recommending against a declaration of a state of financial exigency, and in either event a detailed recommendation of revenue increasing and cost reducing measures to be taken by the College.

(iii) After such review and study of the Vice President’s Report as the President deems proper, the President shall transmit the President’s Report to the Faculty Executive Committee.

(iv) The President’s Report shall include:

A true and complete copy of the Vice President’s Report as such Report was signed and provided to the President by the Vice President.

All Relevant Data in possession, custody or control of the President or otherwise relevant to the President’s Recommendation (as defined below) and not included in the Vice President’s Report.

The President’s statement, made with particularity and with demonstrated adequate consideration of each and every statement with the Vice President’s Report either recommending that a declaration of financial exigency be made or recommending that a declaration of financial exigency not be made and, in either event, setting forth with particularity such steps as the President recommends be taken by the College to reduce operating costs and increase operating revenue and the endowment.

(v) The Faculty Executive Committee, including such subcommittees of the FEC as the FEC deems proper and in consultation with such persons and bodies within and without the College as the FEC deems appropriate, shall give adequate consideration to the President’s Report, which consideration shall include:



Detailed questioning in executive session of the President, the Vice President, and any person or persons relied upon by the President or Vice President in preparation of the President's or Vice President's Report.

Such meetings of the full faculty as are deemed necessary by the FEC.

The advice of such legal, financial and other expert consultants as the FEC shall request.

(vi) After such review and study of the President's Report as the FEC deems proper, the FEC shall transmit the FEC's Report to the President and to each member of the faculty. The FEC Report shall include such steps as the FEC recommends to be taken by the College and be forwarded to the Board of Trustees along with the Report of the President.

(vii) **Trustee Action**

In exercising their discretion, the Trustees shall give adequate consideration to the Vice President's Report, the FEC Report, the President's Report and to all relevant data. At the conclusion of the Trustees consideration their decision shall be reported to the Vice President for Finance and Administration, the Chief Academic Officer, the President and the FEC.

(viii) If a condition of Financial Exigency has been validly declared by the Board of Trustees, and if this leads to the discontinuance of an academic department or academic program of study, such discontinuance will be pursued according to the provisions in Section VII.B.3 of this Handbook.

### 3. *Discontinuance of an academic department or program.*

- a. Discontinuance of an academic program is affected pursuant to the general policies set forth in Section VII.
- b. Should the program discontinuance result in the Termination or Dismissal of either 1) an appointment with tenure, or 2) a probationary appointment before the end of the term of the appointment, then the procedures described below in Section VII.C. shall be followed.

The Chief Academic Officer and the FEC shall prepare a report that includes the criteria, data, and full information supporting their proposed elimination of an academic department or program. Educational and financial considerations shall be given equal weight. Educational and financial considerations shall reflect long run judgments concerning the educational mission of the College as whole rather than short-term, cyclical, or temporary conditions.

If the FEC and the Chief Academic Officer cannot reach a consensus report, then separate reports shall be prepared.

(i) All reports shall be forwarded to the President.

- (ii) The Board of Trustees will make a decision upon adequate consideration of the report(s).
- (iii) In all cases involving the Termination of a faculty position of either a tenured or non-tenured nature, the following guidelines are to be followed:
  - (a) The appointment of a faculty member with tenure will not be terminated in favor of a member without tenure except in circumstances in which an academic program of the College would be seriously affected. A non-tenured person may be retained instead of a tenured person if it is demonstrated that the former exhibits professional background and instructional skills essential to a position that one or more of the latter does not possess.
  - (b) Before Termination in the case of tenured persons, every effort will be made to place such a person in another position of the College appropriate to his or her abilities or capabilities given reasonable retraining for such a position. In the event this is not possible, every effort will be made to assist such a person in securing a position in another college or university. These same services may be extended to persons on probationary or non-tenured contracts but are not to be considered to be mandatory.
  - (c) In all cases previously agreed upon, guidelines of notice of Termination of contract will be followed (at least three months notice in the first year of appointment, or March 15; at least six months notice in the case of second year of appointment or December 15; and at least one year notice for those who have completed a minimum of two years of service.
  - (d) If a faculty member's position is terminated because of elimination of a department or a program, the position cannot be filled within a three-year period unless it is first offered to the former staff member. The position may be refilled with another person if the teaching job description and qualifications have been substantially altered in the interests of improvement of the academic program and the formerly employed person does not meet the qualifications.

(iv) Appeal Procedures

As part of the normal process of consultation in all matters involving recommendations for Termination of contract, action not to replace a position vacated by death or retirement, or action to eliminate programs or staff for reasons either of financial exigency or other considerations, the Chief Academic Officer will communicate to that group involved with long-range planning any such proposals under consideration. This group will be given the privilege of reviewing such proposals prior to any final decision from the perspective of their impact upon the future plans of the College and forward to the President any opinions or recommendations for consideration it deems

appropriate.

Any faculty member whose appointment is terminated by any of the above procedures may be given the right to appeal such action to the Academic Affairs Committee of the Board of Trustees, provided he or she initiates such an appeal within a fifteen-day calendar period following notification of such Termination.

The request for such an appeal action should be given in writing to the President of the College within the period indicated above. The President will in turn make arrangements for the hearing of such an appeal before the Academic Affairs Committee of the Board of Trustees within a period not to exceed fifteen calendar days.

The faculty member may place before the Committee any data pertinent to his or her appeal and may request the presence of one other person that he or she wishes to invite for support or assistance in such an appeal.

The Chief Academic Officer shall be responsible for presentation of all considerations involved in such a decision considered to be appropriate and to review reasons for any actions taken.

Having studied such an appeal, the Academic Affairs Committee of the Board of Trustees will report its findings to the Board of Trustees for a final determination.

#### 4. *Termination for Medical Reasons*

- a. Termination of a tenured appointment or of a non-tenured appointment before the end of the period of appointment, for medical reasons, shall be based upon clear and convincing medical evidence that shall, if the faculty member so request, be reviewed by the Faculty Executive Committee before a final decision is made by the Board of Trustees on the recommendation of the President of the College.
- b. No action with respect to a faculty member shall be taken that is violative of the provisions of the Americans with Disabilities Act, the administrative rules and regulations promulgated under and pursuant to the authority of the Act, or any applicable statute, rule, or regulation of the Commonwealth of Pennsylvania, and nothing set forth in the Handbook shall be interpreted to permit, require, call for, or condone any such action.

#### 5. *Professional Unfitness, Incompetence or Neglect of Duty*

- a. Termination of a tenured appointment or of a non-tenured appointment before the end of the period of appointment, for professional unfitness and incompetence, shall be based upon clear and convincing evidence that shall, if the faculty member so request, be reviewed by the Faculty Executive Committee before a final decision is made by the Board of Trustees on the recommendation of the President of the College.

- b. Adequate cause for Termination or Dismissal for professional unfitness shall be related directly and substantially to the ability and willingness of the faculty member to discharge his or her teaching, advising and service obligations to the College, or his or her scholarly or professional work as such obligations and the expected nature and scope of such scholarly or professional work have been set forth in writing at the time of the faculty member's initial appointment and revised, if at all over the course of time.
- c. Examples of Professional Unfitness or Incompetence may include, but are not limited to, fundamental lack of professional integrity as the presentation of false credentials, plagiarism, presentation of the work of another as one's own, or the falsification of results obtained or procedures utilized in research.

6. *Willful Misconduct*

- a. Found to have been intended:

To preclude, and in fact to have precluded, the College's ability to preserve its normal operational procedures; or

To destroy, and in fact to have destroyed, the proper function of the College; or

- (i) To disrupt, and in fact to have disrupted, the educational process at the College; or
- (ii) To materially and substantially interfere with, and in fact to have materially and substantially interfered with, such appropriate discipline in the operation of the College as is required to discharge the College's responsibilities to its student; the families of its students; and/or its faculty, administration and staff.

- b. AND, for one of the list in Section 6.a. immediately preceding, found

- (i) To have been continuous in duration over a period of days AND
- (ii) To have continued after written instructions to end such conduct were delivered to the faculty member by the Chief Academic Officer or President of the College. OR expressly found to have been engaged in conduct, the intended and actual consequences of which: 1) are described by one or more of the provisions of Section 6.a. immediately above and 2) should reasonably be expected to result from even so brief manifestation of the conduct alleged as to preclude, as a practical matter, the prevention of such consequences by the faculty members' response to instructions from the Chief Academic Officer or president to desist from the conduct charged.

- c. Examples of Willful Misconduct may include, but are not limited to theft or reporting to work under the influence of drugs and alcohol.

7. *Conduct of a Continuous Duration*

- a. Found in fact to have caused one or more of the conditions set forth in VII.B.6.a. above AND to have been intentionally undertaken with reckless indifference to the probable consequences of such conduct for the College, its students, faculty, administration or staff, AND
- b. Found 1) to have been continuous in duration over a period of days AND 2) to have continued after written instructions to end such conduct were delivered to the faculty member by the Chief Academic Officer or President of the College OR expressly found to have been conduct the reasonably expectable and actual consequences of which (i) are described by one or more of the provisions of Section VII.B.6.a. above and (ii) should be reasonably be expected to result from even so brief manifestation of the conduct alleged as to preclude, as a practical matter, the prevention of such consequences by the faculty member's response to instructions from the Chief Academic Officer or President to desist from the conduct charged.

8. *Conduct Proscribed by the Harassment and Abuse Policy*

Conduct, including a single instance of such conduct, proscribed by Clauses I.B.6., 7., 8., and 9. of the Albright College Faculty Policy on Harassment and Abuse (“Policy on Harassment and Abuse”), as set forth in Appendix B of this Handbook.

9. *Repeated Instances of Conduct Proscribed by the Harassment and Abuse Policy*

Conduct proscribed by Clauses I.B.1., 2. of the Policy on Harassment and Abuse. If such conduct is found to have occurred, and if the faculty was found to have engaged in a prior instance of conduct proscribed by Clauses I.B.1., 2. of the Policy on Harassment and Abuse, and was given written warning that a finding of having again engaged in any conduct proscribed by Clauses I.B.1., 2. of the Policy on Harassment and Abuse could be found to be adequate for Dismissal or Termination. For Termination or Dismissal under this provision the faculty member must have received prior written warning regarding this behavior and repeated said behavior after receiving the written warning.

10. *Felonious Conduct*

Felonious conduct is defined by applicable state or federal legislation, including a single instance of such conduct, for which a faculty member is found or pleads guilty or with respect to which the faculty member enters a plea of *nolo contendere*; provided, however, that upon the indictment or other formal imposition of charges of such conduct against a faculty member, the member may, but need not, be placed on administrative leave, at full pay, at the sole discretion of the President of the College, but such conduct shall not be grounds for Dismissal or Termination unless or until a final, non-appealable judgment of guilty is entered against the faculty member or the members pleads guilty or *nolo contendere*, and further provided, that in the event all charges of felonious conduct brought against the member are withdrawn or a judgment of not guilty is entered in favor of the faculty member, the faculty member shall be permitted to resume full, active

participation in all aspects of the life of the College, and no adverse consequences shall be suffered by the member on the grounds of the conduct charged against him or her, or on the grounds of arrest or indictment therefore.

### **C. Termination and Dismissal Procedures**

1. *Termination or Dismissal of a faculty member with tenure, or with a special or probationary appointment before the end of the specified term*
  - a. Such termination or dismissal shall be preceded by discussions between the faculty member and appropriate administrative officer(s), including the Chief Academic Officer, seeking resolution of the dispute between the College and the faculty member on mutually agreed terms.
    - b. If the discussions described in Section C.1.a. immediately preceding do not produce a mutually agreeable resolution, the President shall create, sign, and provide to the faculty member a written statement of the charges, framed with sufficient particularity to permit the faculty member to make a detailed response and refutation of any and all alleged facts and conclusions pertaining to these charges.
2. *Termination or Dismissal Action Contested*
  - a. In the event that a faculty member against whom charges seeking Termination or Dismissal are made determines to contest before the FEC the sufficiency of the charges against him or her as grounds, under the provisions of the Handbook, for Termination or Dismissal, the member shall so advise the President and the chair of the FEC within two weeks of receipt of the written statement of the charges as per Section C.1.b. above.
  - b. Within three weeks of the receipt of such notice, the chair of the FEC shall convene an executive session of the FEC, advised, should the FEC so choose, by legal counsel of the FEC's choice, to review the general procedures applicable to adjudication of the dispute and to determine such specific procedures, consistent with the generally applicable procedures, for the adjudication.
  - c. The FEC shall have broad discretion, within the constraints and obligations imposed by the general procedures, to determine the rules and procedures that shall govern the adjudication of the dispute.
  - d. At the request of one of the parties, or on her/his own initiative, if an FEC member deems herself/himself disqualified for bias or interest, that FEC member shall remove herself/himself from the adjudication of the dispute and shall not be made privy to or participate in the review of any material put before the FEC or any discussion of the dispute by the FEC, and shall express no views regarding the dispute. Each party shall have a maximum of two challenges.
  - e. Evidentiary Hearing
    - (i) In all events, a faculty member who has given timely notice to the FEC of his

or her intention to contest the charges brought by the College shall have the right, but not the obligation, to contest such charges at an evidentiary hearing before the FEC as the sole tribunal.

- (ii) After consultation with the President and the faculty member the FEC shall determine whether the hearing is open or closed.
- (iii) Both the faculty member and the College shall have the right, at such hearing and at all other stages of the adjudication.
- (iv) The faculty member has the right:
  - (a) To be represented by an advisor or his or her choice, who may be, but need not be, a licensed attorney; all payments, if any, required to be made to such representative

to such representative, shall be borne by the party served by the representative to whom payment is owed.

- (b) To present, on his or her own behalf or through his or her representative, all evidence, whether in writing or through oral testimony, reasonably deemed relevant to the adjudication by the FEC, and to cross examine, to such extent and in such manner reasonably prescribed by the FEC, witnesses called by the other party.
- (c) To address argument to the FEC, on his or her own behalf or through his or her representative, with respect to any and all matters deemed by the FEC to be material to the adjudication of the dispute, and at such times and for such length of time as the FEC deems just and proper.
- (v) In the event that a witness called by one of the parties declines to appear or to answer one or more questions put to him or her, or in the event that documentary evidence sought by one of the parties is not provided by the other or by a third party, the FEC shall have full authority to determine the inference, if any, with respect to matters material to the adjudication of the dispute that the FEC shall draw from such event. No such inferences shall be drawn if third parties are unwilling to participate in such an evidentiary hearing.
- (vi) It shall in all events be the obligation solely of the party wishing to have information examined by the FEC to place such information before the FEC, and to provide the other party with a true, correct and complete copy of all such information at the same time the information is provided to the FEC.
- (vii) The FEC shall grant adjournments to enable either party to investigate evidence concerning which a valid claim of surprise is made.
- (viii) At such time as the FEC, in its sole discretion, determines that presentations by the parties shall be concluded, the chair of the FEC shall state on the record that the hearing is then concluded and that the FEC shall meet to determine its ruling on the basis, and only on the basis, of:
  - (a) The record of the adjudication as a whole, including the evidence admitted to the record by the FEC,
  - (b) The statements made on the record by the parties or their representatives;
  - (c) Written submissions of the parties made to and accepted by the FEC;
  - (d) The oral testimony presented at the hearing and admitted to the record by the FEC; and
  - (e) The various rulings made by the FEC, made known to the parties with opportunity for challenges thereto, prior to or at the hearing.



- (ix) An audio recording of the hearing or hearings shall be made. Either party may have a court reporter at their own expense.
- f. Waiver of Hearing
- (i) In the event that the faculty member waives such a hearing, the FEC shall proscribe reasonable procedures for the submission to it, by both parties, of such information as the parties deem relevant to the proof or refutation of the charges and for the FEC's adequate consideration of such material after submission.
- (ii) It shall in all events be the obligation solely of the party wishing to have information examined by the FEC to place such information before the FEC, and to provide the other party with a true, correct and complete copy of all such information at the same time the information is provided to the FEC.
- g. The burden of proof that adequate cause exists rests with the College and shall be satisfied only by clear and convincing of evidence in the record considered as a whole.
- h. The FEC shall not be bound by the rules of evidence promulgated by and binding in any judicial forum, and may admit any evidence that is of probative value in determining the issues. The FEC shall make every possible effort to obtain such evidence as the FEC deems most reliable with respect to the facts for the proof or refutation of which the evidence is sought.
- i. The findings of fact and the decision shall be based solely on the hearing and/or written record.
- j. The members of FEC, and only such members (but accompanied, should they choose, by their counsel), who participated in the adjudication, including the hearing, if any, shall meet in executive session, at their earliest possible opportunity after the close of the hearing, for such time and on such occasions as the FEC deems necessary for the just and proper adjudication of the dispute, based on an adequate consideration of the record of the adjudication.
- k. At such time as the FEC has determined whether, in its judgment, adequate cause has been proven by the College, by clear and convincing evidence, the FEC shall prepare a written statement setting forth, first, its finding with respect to the proof or lack thereof of adequate cause, and second, an explanation of its determination, set forth with sufficient particularity to permit a determination of the presence or absence of adequate consideration by the FEC of the matters brought (or sought to be brought) before it. Such statement shall be signed and dated by all members of the FEC subscribing thereto.
- l. In the event that there is a minority opinion within the FEC with respect to the determination of proof or lack thereof of adequate cause, or with respect to the statement explaining such determination, the members of the FEC holding such

minority view(s) shall subscribe their name(s) to a statement expressing the existence of such view(s) and such statement, if any, as such subscribers wish to make in support of or with regard to their own view(s) or those of the majority.

- m. The statement of the FEC, and any minority statement(s), shall be transmitted by the chair of the FEC simultaneously to the appellant faculty member and to the President.
- n. If the FEC states that it has determined that, in its judgment, adequate cause has not been proven by the College by clear and convincing evidence, the President, after adequate consideration of the FEC statement and of such matters in the record as are cited by the FEC in support of its judgment, shall advise the FEC and the faculty member whether the President accepts the judgment of the FEC and withdraws his or her charges against the faculty member. If the President determines to reject the finding of the FEC and declines to withdraw charges against the faculty member, the President shall so advise the faculty member and the FEC in a writing setting forth his judgment and the reasons for such judgment, stated with sufficient particularity to permit a determination of the presence or absence of adequate consideration by the President of the statement and support thereof put before him by the FEC.
- o. If the FEC states that it has determined that, in its judgment, adequate cause has not been proven by the College by clear and convincing evidence and the President advises the faculty member and the FEC that he or she declines to withdraw charges against the faculty member, the faculty member and the FEC shall have a period of 14 days during which both shall have the right to prepare and submit a written response to the President. Copies of such response shall be provided to all parties.
- p. After considering the written response, if the President still declines to withdraw the charges, the President shall so advise all parties.

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

- 1. A Termination or Dismissal by the President of the College may be appealed to the Board of Trustees by the affected faculty member after exhausting the remedies described in Section C. immediately above.
- 2. If the faculty member wishes to appeal the President's decision to the Board of Trustees, he shall give written notice of such intention to the President within FIVE (5) DAYS of actual, knowing receipt by the faculty member of the President's final determination. Upon timely receipt of such notice, the President shall promptly transmit the notice of appeal to the Board along with his or her recommendation that the faculty member be dismissed or terminated for adequate cause proven. The President shall at the same time transmit to the Board of Trustees the entire record submitted to him by the FEC, along with such written responses, if any, as the President has timely received from the FEC or the faculty member. If a notice of

appeal is not timely submitted to the President, the President shall promptly after expiration of the time permitted for such notice transmit to the faculty member a notice of Termination or Dismissal for adequate cause proven.

3. If the faculty member has given timely notice of an intent to appeal to the Board, the Trustees' review of the dispute shall, after adequate consideration by the Board of the record transmitted to it, and pursuant to such procedures as the Board shall at their reasonable discretion determine, permit both the faculty member and the President, or their respective counsel or other representatives, to be heard in opposition to or in support of the President's of Dismissal or Termination recommendation.
4. The decision of the President shall either be sustained, or the matter returned to the President with a statement setting forth specific objections, questions and/or recommendations with respect to any aspect of the dispute. A copy of such statement shall be transmitted to the faculty member by the Board at the same time as the statement is transmitted to the President. The President, if asked to do so, shall then reconsider his decision through deliberations with the FEC, at which time adequate consideration shall be given by the President and the FEC to each and every specific objection, question and/or recommendation set forth by the Board of Trustees and to all matters, if any, in the record (or to the absence from the record of any matters) cited by the Board in their statement. In the event that the Board asks for additional evidence as to any matter, or in the event that the President or the FEC determine that additional evidence is needed in order to give adequate consideration to one or more of the matters set forth by the Board in its statement, the FEC shall so advise the faculty member and shall establish fair, just and reasonable procedures for the presentation of such evidence, in the first instance to the FEC and then by transmittal to the President.
5. After giving adequate consideration to all matters raised by the Board and/or in the course of deliberation with the FEC and/or to such new evidence, if any, as is received into the record by the FEC, the President shall transmit to the Board of Trustees, the faculty member and the chair of the FEC her/his conclusion following reconsideration, along with all additional material, if any, admitted to the record by the FEC, and along with a statement setting forth the grounds for her/his conclusion with sufficient specificity to permit an independent determination of the presence or absence of adequate consideration by the President of all matters raised by the Board.
6. In the event that the President concludes after reconsideration not to withdraw the charges against the faculty member, the faculty member shall have SEVEN (7) DAYS after receipt of notice thereof within which to submit his or her own response to the Board's statement.
7. After receipt of the President and faculty member's statement, or at the expiration of the time within which the faculty member's statement may be submitted, whichever ever first occurs, the Board of Trustees shall make its final decision after adequate consideration of the President's and Faculty Executive Committee's reconsideration, including any additional evidence submitted therewith, and, if timely submitted, of

the faculty member's response to the Board's statement. The Board's decision is final.

#### **E. Terminal Salary or Notice**

1. If the appointment is terminated, or if the faculty member is dismissed, he/she shall receive her/his salary and notice in accordance with the schedule of notice to which faculty are entitled under VI. or, if he/she has tenure, for at least one year.
2. The provision for salary or terminal notice stated immediately above in VII.E.1. need not apply in the event that there has been a finding that the conduct involved Willful Misconduct, described in VII.B.5., 6., 7., 8., 9., in which case the President, shall determine when, if any, payment shall be made beyond the effective date of the Termination or Dismissal, taking into account the length and quality of service of the faculty member.

### **IX. FACULTY DEVELOPMENT**

#### **A. Faculty Performance Evaluation and Pay Merit System**

Faculty are required to complete the evaluation process as described in the *Faculty Evaluation and Performance Compensation System Handbook*. Failure to do so will result in no increase in compensation. Exceptions may include sabbatical, family or medical leave, or phased retirement at the discretion of the Provost.

In order to encourage continued study and scholarship, the College makes available the following opportunities for the support of professional development.

#### **B. Faculty Development Grants**

1. Faculty development grants are provided to faculty in support of their professional development.
2. Grant criteria are available on the Professional Council Website ([www.albright.edu/grants](http://www.albright.edu/grants)).

#### **C. Travel Allowance**

The Chief Academic Officer provides each faculty member with an annual allotment to reimburse travel and meeting expenses. An expense report with appropriate justification may be submitted to the Controller's Office without prior approval. Unused portions of a faculty member's allotment shall be re-allocated to the general faculty development funding. In all events an expense report must be submitted to the Chief Academic Officer's office.

#### **D. Sabbatical Leaves**

1. Sabbatical leaves are available to the full-time faculty for study and research or approved travel that is shown to be of advantage to both the College and the faculty member. Faculty members are eligible for a sabbatical leave after a minimum of six years of full-time teaching, and become eligible for successive sabbaticals upon the completion of at least six additional years of teaching. Sabbaticals provide full salary for one half year or a half salary for a full year of leave. Sabbaticals are recommended to the Academic Affairs Committee of the Board of Trustees by the Chief Academic Officer, following approval by the Faculty Professional Council and the President. The Board of Trustees has final approval for all sabbaticals.
2. Applicants must hold the rank of Assistant Professor or higher. Application is made to the President no later than November first for the year preceding the leave and is reviewed by the Professional Council. It must include a statement of the purpose, scope, and design of the project or program the faculty member intends to undertake. Additionally, the application must include an identification of the way in which the faculty member's teaching schedule shall be covered during the leave. Following the leave, the faculty member must submit a full and complete report to the Chief Academic Officer and the Professional Council and present their sabbatical activities at an on-campus forum.
3. Sabbatical leaves are not an automatic consequence of years of service, but are granted to faculty members to pursue specific programs that are judged to be of benefit to the faculty member and the College. The number of such grants in any given year shall be a function of the nature of the proposals, the ability to cover the class schedule, and the benefit to the College and the faculty members.
4. Time spent on sabbatical leave shall be counted toward years of service.
5. As a condition of receiving sabbatical leave, a faculty member is expected to return to the Albright faculty and serve no less than one academic year following the leave.
6. Activities that interfere with the achievement of sabbatical goals are discouraged.

#### **E. Professional Development Leaves**

1. Faculty may apply for a professional development leave that will contribute to the enhancement of the faculty member's professional growth in teaching, scholarship, creative achievement, and/or professional service. Such leaves require a letter of support from the department chair, the Professional Council, and approval from the Chief Academic Officer.

## **X. TEACHING LOAD**

### **A. Teaching Load Defined**

1. A lecture course or seminar, which meets for three 50-minute sessions per week during a 14-week semester, shall count for 3 Teaching Load Hours.
2. A laboratory or recitation session, which meets 50 minutes per week during a 14-week semester, shall count for two-thirds of one Teaching-Load Hour.
3. The Teaching Load for all full-time faculty is 18 Teaching Load Hours per academic year. This load may be allocated over the fall, interim, and spring semesters to meet instructional needs of the College and is prepared in consultation with the Department Chair. In the event that it is necessary, in order to assign a full teaching load, a faculty member may be assigned to courses offered in her/his field in any instructional program of the College as part of Teaching Load. Normally this load is fulfilled by three (3) courses a semester or six (6) per year. Less than two (2) courses or more than four (4) courses per semester require CAO approval.
4. Full-time faculty may, by agreement with the College, perform administrative or other College work in lieu of no more than 9 Teaching Load hours per year of a Teaching Load.
5. Since full-time faculty are expected to devote their full time to the College, they may undertake no regular outside employment without permission of the Chief Academic Officer, with the exception of the summer months.
6. To teach overloads, consult IX.C.1.

### **B. Guidelines for Teaching Assignments**

#### *1. Department Chairperson*

The department chairperson is expected to assume that portion of the regular teaching load, which he/she can reasonably carry in light of department responsibilities. Chairpersons of departments with fewer than three full-time persons are expected to carry a full 18-hour teaching load with additional compensation equivalent to one-quarter the part-time salary for one course. Chairpersons of department with three (3), four (4), or five (5) full-time persons may carry a 16.5-hour load per year or receive equivalent compensation of one-half course in part-time salary. This half course may be banked for two semesters and exchanged for either monetary compensation equivalent to one course overload, or one course release in that semester. In cases of larger departments, the chairperson may carry a 15-hour load or receive compensation equivalent to one course of part-time salary. In addition, the chairperson will receive an additional stipend for each FTE in the department, as calculated by the Registrar. The amount of the per FTE stipend will be determined by the Chief Academic Officer.

## 2. *Teaching Hour Responsibilities*

It is assumed that teaching hour responsibilities within a department may vary according to the nature of the courses involved. Such courses as advanced seminar classes and special project or research classes may require controlled registration. The weighing of the teaching responsibilities involved and the limits of numbers within the courses are to be determined by the department chairperson in consultation with the Registrar and the Chief Academic Officer.

## 3. *Teaching Hours for Independent Study and Internships*

A faculty member may be asked to teach independent study beyond the normal 9-hour load in any one semester. For each student, the faculty member shall receive one-third of a teaching load hour per student, up to a maximum of 3 teaching load hours. These will typically be considered an overload. However, with the permission of the department chair, they may be counted as “in-load” if needed. All independent study courses must be approved by the Chair of the department.

A faculty member may be asked to advise students doing an internship beyond the normal 9-hour load in any one semester. For each student, the faculty member shall receive one-third of a teaching load hour per student, up to a maximum of 3 teaching load hours. These will typically be considered as an overload. All internships supervision must be approved by the Chair of the department.

## 4. *Teaching Load Credit for Interdisciplinary Studies Courses Taught By Two or More Faculty.*

- a. Interdisciplinary Studies (IDS) courses may be structured in various ways. For purposes of determination of Teaching Load credit, when two or more faculty representing differing disciplines teach such courses, all faculty are expected to be present at all sessions of the course.
- b. The normal expectation is that IDS classes taught by two or more faculty will have no fewer than 10 students per faculty. Faculty Teaching Load credit for teaching IDS courses meeting these minimums shall be 3 teaching load hours.

## 5. *Special Teaching Load Guidelines for Education*

- a. Elementary Education, Special Education, and Secondary Education Student Teaching Supervision Teaching Load Guidelines.
  - (i) The placement of elementary education, special education and secondary education student teachers in their student teaching assignments shall be the responsibility of the Director of Field Placement.
  - (ii) Teaching Load Guidelines for Supervising Elementary Education Student Teachers.

Faculty with full responsibility for the supervision of elementary student teachers for a full semester shall receive 3 teaching load hours for supervising four to

five elementary education student teachers.

(iii) Teaching Load Guidelines for Supervising Special Education Student Teachers.

Faculty with full responsibility for the supervision of Special Education student teachers for a full semester shall receive 3 teaching load hours for supervising four to five special education student teachers.

(iv) Teaching Load Guidelines for Supervising Secondary Education Student Teachers.

Faculty with full responsibility for the supervision of secondary student teachers for a full semester shall receive 3 teaching load hours for supervising six secondary education student teachers. At least one member of the students' major field shall observe secondary education candidates on at least one occasion during the student teaching practicum.

b. Early Field Experience Teaching Load Guidelines.

(i) The placement of students in early field experience along with the coordination of the early field experience seminar instruction will carry one and one-half (1.5) Teaching Load Hours.

(ii) Faculty with responsibility for supervising students enrolled in the early field experience shall receive 3 teaching load hours for the supervision of 12 students for a full semester. This credit includes team-teaching responsibilities for the on-campus early field experience seminars.

6. *Class Size*

- a. Every attempt is made to maintain the following guidelines relative to class size. The optimum size of a standard lecture class is 25, and should not exceed 35. This is not to preclude special arrangements made within a department for larger lecture and discussion purposes, nor the privilege of any individual instructor to assume larger lecture sections.
- b. Classes in English composition should not exceed 16.
- c. Introductory and intermediate foreign language class size should not exceed 25.
- d. Enrollment in advanced seminars should not exceed 15.
- e. The normal minimum course size is 10 students. The Chief Academic Officer may make exceptions in cases where it is essential to provide course work for major requirements.
- f. Wherever possible, small enrollment courses should be offered on an alternating year basis.



## 7. *Contingency Payment for Extra Services*

- a. In certain circumstances, it is recognized that temporary conditions may necessitate additional reimbursement beyond that allowed for in the annual contract.
- b. In cases of temporary illness of an instructor, members of a department may be asked as a professional courtesy to cover classes of such an instructor without compensation. When the period of illness is longer term, the College shall assume the responsibility for making other arrangements.
- c. In certain cases, special circumstances within a Department or program may require faculty members to exceed their normal semester load. In all cases, every attempt should be made to incorporate this temporary imbalance into the 18 teaching load hours requirement. In cases in which this is not possible, arrangements may be made for compensation through the Office of the Chief Academic Officer with the approval of the College President. The same may be true for unexpected emergencies occurring for the interim session. In all cases, prior approval must be obtained from the Chief Academic Officer for any arrangements involving overload.

## **C. Overload teaching in the Day Program, Accelerated Degree Program (ADP) and Summer Sessions.**

All overload assignments shall be made according to the following guidelines:

1. Normally a limit of one regular course or two ADP courses of overload teaching per semester for full-time faculty whether such overload is in the ADP or in another educational institution. Faculty members should consult with the Chief Academic Officer before accepting offers to do overload teaching at another institution.
2. Normally four courses during the summer are considered a maximum teaching load, and no instructor is permitted to carry more than this.
3. Normally seven students shall be the minimum for full compensation in any Summer or ADP course. Any class of fewer than seven shall be considered as a tutorial arrangement and the compensation for such a course shall be prorated according to the number of students in the class. A copy of the current compensation schedule can be obtained in the Registrar's Office. The decision to proceed with any course upon a tutorial basis shall rest with the instructor. Full teaching load credit will be assigned to any course deemed necessary by reason of catalog commitments as approved by the Chief Academic Officer.
4. Summer Instruction
  - a. Faculty members on a regular ten-month contract are free to determine the use of their services during the summer.

- b. Opportunity to teach on the Albright Reading campus during the summer may be made available to some instructors. The departmental chairperson shall consult with the Registrar in offering those courses he/she deems advisable, and assignment of teaching responsibilities shall be made upon an equitable basis to those instructors available.

#### **D. Employment of Part-time Faculty in the Day Program**

##### Administrative Procedures Regarding part-time Faculty

1. Department chairs should work closely with the Administration during the hiring process.
2. The hiring process should consist of the following steps:
  - a. Determine need in a timely manner
  - b. Place ads
  - c. Review applicants/interview
  - d. Decide on applicants and hire
  - e. Department chair shall discuss textbook, course syllabus, mail pickup/delivery, office space/hours, and secretarial support at the time of the hire.
3. There shall be an initial orientation to the Department, its program(s), personnel and office procedures, for all new part-time faculty. The orientation program should consist of the following:
  - a. Book selection and ordering
  - b. Course plan/syllabus
  - c. Distribute Faculty Departmental Handbook. (Departmental Handbook could consist of excerpts
  - d. From the Faculty Handbook as well as specific departmental policies and expectations).
  - e. Review grading system, graduation requirements, other academic policies; and advising procedures.
4. A supervisory /support process shall include:
  - a. Faculty liaison assigned to each part-time faculty member

- b. Classroom observations and opportunity for part-time faculty to observe classes held by full-time faculty.
  - c. Opportunity for informal collegial interactions, such as student-faculty department social functions
  - d. Participation in the course evaluation process with results available to the Department Chairperson
  - e. Yearly feedback with constructive suggestions from the department chair.
  - f. Invitation to part-time faculty to attend departmental meetings.
  - g. Distribution of department meeting minutes.
  - h. Dissemination of information about department participation in College-wide programs such as Fall and Spring admissions programs.
  - i. Sharing of all Department publications, such as mission statements, academic program materials, and student organization information to all part-time faculty on a continuing basis.
  - j. Requirement for part-time faculty teaching one course to schedule one office hour per week and those teaching two courses to schedule two such hours.
5. All part-time faculty should have a designated mail box and should have their own desk space assigned, as well as an area in which to hold private consultations with students.
  6. Part-time faculty shall be given an order of march for academic processions according to traditional academic protocol.
  7. The participation of part-time faculty in interdisciplinary programs shall be encouraged.
  8. Part-time faculty are not obligated to serve on appointed committees but are not excluded from participation therein.
  9. Part-time faculty are welcome to participate in all College programs generally open to faculty members.

## **XI. SALARY, BENEFITS, AND LEAVES FOR FULL-TIME FACULTY**

### **A. Salary**

1. A faculty member's base salary shall be specified in her/his contract letter. An initial base salary shall be determined at hiring; subsequent base salaries shall be specified

in the annual contract letter. It is the general intent of the College that the subsequent base salaries normally shall equal the previous salary, with adjustments reflecting cost of living, market, equity and merit increases.

2. Full-time faculty shall receive their annual base salary as twelve monthly payments beginning in September and ending in August. Payments are made on or before the 15<sup>th</sup> of the month by direct deposit into the faculty member's account at the financial institution of her/his choice.

## **B. Benefits**

Current policy at Albright College provides the following benefits, which are subject to change by action of the President or Board of Trustees, or by change in applicable law. Faculty, through the FEC, will be consulted with respect to proposed benefit changes and notified of actual changes.

### *1. Eligible Full-Time Faculty Receive Benefits*

Eligible Full-Time faculty receive benefits including insurance, access to selected programs self-funded on a pre-tax basis, educational benefits, retirement benefits, personal leaves of absence, and professional development leaves of absence including sabbaticals. These benefits are described in Sections 2. through 7. below. Because benefit programs not specific to faculty change frequently, a full description in this handbook is not feasible.

Benefits are administered by the Office of Human Resources, which should be consulted for specific details. See, <https://admin.albright.edu/HRdocs/Faculty-Benefit-overview.pdf>.

- a) The Domestic Partner of a faculty member may also be eligible for benefits in accordance with College policy and plan documents. The term "Domestic Partner" shall mean a person in a relationship with a faculty member that meets the requirements of the College's Affidavit of Domestic Partnership, where such Affidavit is properly submitted to the College by the faculty member and his/her Domestic Partner.

### *2 Insurance*

Eligible faculty receive insurance benefits including health insurance, accidental death and dismemberment insurance, long-term disability insurance, term life insurance, travel accident insurance, and workers' compensation as described in Sections a. through g. below.

#### *a. Initiation and Termination of Coverage*

Although full-time faculty may enroll for insurance immediately on the date of commencement of employment, most plans begin on the first day of the following month. Upon termination of employment, most insurance benefits continue through the end of the month during which the last paycheck is issued.

b. Health Insurance

- (i) The College will offer health insurance options from which full-time faculty may elect to participate in a group health plan. Coverage will also be offered for the faculty member's spouse, IRS dependents and Domestic Partner.
- (ii) In the event of separation from the College, continued coverage under the College's group plan may be available to the faculty member, as defined by federal law. Those persons who were insured under the family member's policy as IRS dependents or spouse but no longer meet the plan's eligibility requirements may also be eligible for continued coverage, as defined by federal law. Such coverage continuation is commonly referred to as COBRA.

c. Accidental Death and Dismemberment

The College shall provide accidental death and dismemberment insurance for full-time faculty. The College shall pay for the coverage, and benefits shall follow a rate schedule.

d. Long-Term Disability

The College shall provide long-term disability coverage equal to 60% of a full-time faculty member's annual base salary, not to exceed \$6,000.00 per month less the sum of benefits from other sources. Coverage begins on the first of the month following a faculty member's employment date. Benefits begin at the termination of Short Term Disability (one – six months after debilitation) and continue until the faculty member returns to work or reaches retirement age (65 or older, as defined in the plan). During the waiting period, eligible faculty members may collect paid medical leave benefits as described in Section 6.a. below. Pension plan contributions by the employee and College continue during the period coverage; however, College-paid health insurance premiums cease at the end of the month during which Short-Term Disability benefits end.

e. Term Life Insurance

The College shall provide, and pay the premium for, term life insurance for full-time faculty members under the age of 65 in an amount equal to twice the faculty member's annual base salary rounded to the nearest thousand dollars. At age 65 the benefit is reduced in accordance with the terms of the insurance plans.

f. Travel Accident Insurance

Once hired, full-time faculty are covered against accidents occurring while off-campus on College-related activities. To optimize your coverage in connection with College-related foreign travel, contact Administrative and Financial Services Office for a brochure prior to travel. The College pays the cost of this coverage.

g. Workers' Compensation

The College provides all employees workers' compensation insurance. Employees injured while working must notify the Office of Human Resources promptly, so that the incident can be properly documented. Further information about workers' compensation is posted in each department, or may be obtained from the Office of Human Resources.

3. *Employee Funded Benefits Available on a Pre-tax Basis.*

The following employee funded programs of the College are available on a pre-tax basis as permitted by federal law.

a. Employee-Funded Dental/Vision Plans

The College shall make available a choice of plans covering the dental and vision expenses of faculty members, their spouses and Domestic Partners, and their IRS dependents. Faculty member electing to enroll shall pay for this coverage.

b. Medical Flexible Spending Accounts

Each year, employees eligible for benefits may elect to place a portion of their pre-tax salary in a health-care account, up to a plan maximum. This account may be used for health expenses allowed by the IRS and not covered by the employee's insurance. Funds unused at the end of the first quarter following the end of the plan year revert to the College as required by federal law.

c. Dependent Care Spending Account

Each year, employees eligible for benefits may elect to place a portion of their pre-tax salary in a child-care account, up to a plan maximum. This account may be used for child- and day-care expenses. Funds unused at the end of the first quarter following the end of the plan year revert to the College as required by federal law.

4. *Educational Benefits*

a. Remission of Albright College Undergraduate Tuition

The full tuition of Albright undergraduate courses taken by full-time faculty or Emeritus faculty, their spouse or Domestic Partner, natural or adopted children under the age of 26, and their IRS dependent stepchildren under the age of 26 shall be waived, although they shall still be responsible for room, board, and other fees.

For full-time faculty, the full tuition of Albright graduate courses taken shall also be waived. Faculty enrollment in any course must not interfere with the professional responsibilities of the faculty member. This benefit begins after one year of full-time employment.

(i) Additional Rules for Faculty Children

In cases of marital or domestic partner separation, stepchildren of full-time faculty who are IRS dependents of the former spouse or domestic partner of a faculty member are also eligible for this benefit.

Should a faculty member employed by the College for at least three years die while still employed by the College, her/his surviving natural or adopted children, and his/her stepchildren who have IRS dependency status at the time of such death, shall until the age of 26 remain eligible for Albright tuition remission. This benefit covers work towards a first bachelor's degree for children accepted by the College's Admissions Office and making normal progress towards the degree.

Non-matriculated courses prior to a first bachelor's degree are also covered.

(ii) Additional Rules for Faculty Spouses or Domestic Partner

A faculty member's spouse or domestic partner shall receive full tuition remission for undergraduate credit courses taken at Albright College, whether or not the spouse or domestic partner has enrolled for a degree. Should a faculty member employed by the College for at least three years die while still employed by the College, the spouse or domestic partner shall continue to be eligible for the tuition remission benefit unless he/she remarries or enters another domestic partnership.

(iii) Continuation in the Event of a Layoff

If a person utilizing this benefit matriculated prior to the termination, by reason of retrenchment or other layoff, or retirement of the faculty member, this benefit shall continue with respect to the beneficiary until, in the case of covered children, he/she reaches the age of 26 and, in the case of a spouse/Domestic Partner, the earlier of three years following such layoff or retirement, or such time as the beneficiary is no longer the spouse or Domestic Partner of the faculty member. This paragraph shall apply only if, at the time of layoff or retirement, the faculty member has been employed by the College for at least three years and such layoff is not due to the misconduct of the faculty member.

b. Reciprocal Tuition Scholarships with Other Colleges & Universities

IRS-dependent children or stepchildren of eligible full-time faculty members may apply for scholarships at other institutions through exchange programs in which Albright participates. This benefit begins the first semester of full-time employment, although the exchange program's timetable will likely prevent immediate utilization of the benefit. At the present time Albright participates in the Tuition Exchange Inc. These scholarships cover tuition only and may be capped, depending on the policies of the program and the exchanging institution.

This program is highly competitive. For additional information, contact the Office of Human Resources.

c. Tuition Grants for Dependents of Full-Time Faculty to Study at Other Colleges.

The IRS dependents of full-time faculty members who have been in the continuous employ of the College since before January 1, 1976 are eligible for a tuition grant award of one-half of the tuition charged by another College attended, but not more than the Albright tuition. This program applies to dependent children who attend fully accredited colleges not participating in the Tuition Exchange Program and is not available to persons employed after January 1, 1976.

5. *Pension Contributions*

The College has established a 403(b) program with TIAA-CREF for eligible faculty members who either have been employed by the College for over one year, or already have a TIAA/CREF account from a previous employer. A faculty member may elect to have withheld from his/her compensation 5% of base (contract) salary, and the College shall contribute an amount equal to 10% of the employee's base salary. Additional contributions may be made by the faculty member in accordance with applicable law. Participation in the plan is voluntary, until the fifth year of employment, at which time the contribution of 5% of base salary is mandatory under the current College policy of matching at 10%. The College contribution is subject to change by the Board of Trustees with notice to the faculty in accordance with applicable law.

6. *Leaves of Absence*

Any and all leaves, with the exception of sabbatical leaves, while they count toward years of service, do not count toward tenure and promotion.

a. Medical and Health-Care Leaves With Salary and Benefits (Short-term Disability Leaves)

Eligible faculty members are provided full base salary and full benefits, including College matching contributions to the retirement plan, during a period of extended illness or disability in accordance with the following schedule. This schedule serves as a general guideline; additional days may be granted on a case-by-case basis depending on individual circumstances

<u>Length of Service</u>	<u>Maximum Length of Paid Leave</u>
Up to 1 year	1 month
Over 1 year up to 2 years	2 months
Over 2 years up to 3 years	3 months
Over 3 years	6 months

Faculty taking pre- and post-partum recuperation leave may qualify for Family Medical Leave pursuant to 6.b. below, in which case the maximum amount of



leave pursuant to this subsection a. and subsection b. shall be concurrent. Certification of the faculty member's condition may be required at the beginning of the leave and periodically during the leave.

b. Family Medical Leave Policy for Full-Time faculty

(i) Eligibility

Full time faculty members who have taught at the college for at least one year are eligible for paid family medical leave. Albright's faculty family leave policy is supplemental to the Federal Family Medical Leave Act (FMLA).

Full time faculty members are eligible to use this program for one incident per year (described below under Terms and Conditions). Faculty members will arrange this leave with the CAO in consultation with Human Resources. Confirmation of the need for the leave is required.

Faculty members who have taught at the College for less than one year may qualify for unpaid leave pursuant to 6.c. below or as required by applicable law.

(ii) Terms and Conditions

A faculty member who:

- 1) Is a primary caregiver parent of a biological child, within the first year from the birth of that child; or
- 2) Is a primary caregiver parent of an adopted child, within the first year of the placement of the child for adoption; or
- 3) Is a primary caregiver of a family member (as defined by FMLA) with a serious medical condition, within the first year of the onset of that condition,

...is eligible for to apply for a three-course reduction without reduction of salary or benefits, subject to the approval of Human Resources and the Provost's office within a 12-month period – measured backward from the date of any faculty member's past family leave usage.

The service load of the faculty member taking leave will also be reduced during the leave. This reduction in course load and service will be formulated and agreed upon in advance in consultation with the department chair, the CAO, and Human Resources.

During the period of reduced load, the College continues to provide benefits.

If the faculty member requires a leave above and beyond what is described here, he/she would be eligible for Unpaid Medical, Child Care, Family Care, and Personal Leaves as described below in X.B.6.c.

c. Unpaid Medical, Child Care, Family Care and Personal Leaves

(i) Faculty members with over six months of service at the College, or as specified by law, are eligible for unpaid leaves as described in this Section c. During these leaves, granted at the discretion of the College, the faculty member will not receive base salary nor will the College make contributions to the faculty member's retirement account. These leaves have a maximum of one year's duration and, for a given cause, the leave time taken under Medical and Health-Care Leaves described in Section X.B.6.a., and Family Medical Leave described in Section X.B.6.b. shall count toward the one-year maximum. If applicable, Medical and Health-Care Leave, pursuant to Section X.B.6.b., must be exhausted before an unpaid leave under this subsection c. may be used. Whenever possible, a written request for a leave should be submitted with at least a month's notice to the Chief Academic Officer, and a copy of the request sent to the Office of Human Resources.

(ii) During unpaid leaves, the College shall either provide insurance or make it available for purchase.

(iii) On return from a leave, a faculty member shall be reinstated in her/his original position with no adverse changes in salary or benefits. A faculty member's failure to return after a leave shall be considered a resignation.

(iv) Unpaid Medical Leave

Faculty who have used up their Medical Leave and Health Care Leave, described in Section X.B.6.a. and/or Family Medical Leave, as described in Section X.B.6.b. and who are not eligible for long-term disability insurance, may extend their total combined leave to a maximum of one year, with medical verification, through an unpaid medical leave, during which neither salary nor benefits shall be paid.

(v) Unpaid Child-Care Leaves

Faculty who have used up their Family Medical Leave as described in Section X.B.6.b. may be granted unpaid childcare leave as parents or guardians to care for a child upon birth, placement for adoption or placement for foster care. The maximum duration for this leave shall be one year except that the leave time taken for this event under the Family Medical Leave as described in Section X.B.6.b. shall count toward the one-year maximum.

(vi) Unpaid Family-Care Leaves

Unpaid family-care leaves are supplemental to the Federal Family Medical Leave Act or a leave described in this section 6. This unpaid leave permits an employee to care for a child, spouse, or parent with a serious health condition. The College does not provide salary or benefits during these leaves. Certification of the family member's condition may be required before the leave is granted and also periodically during the leave. Use of this leave

under this subsection is subject to the one year maximum of combined leave.

(vii) Unpaid Personal Leaves

Individuals may be granted an unpaid leave for up to one year to attend to personal matters of a necessary and compelling nature.

d. Sabbatical Leaves

These are described in the faculty Development Section VIII. of this Handbook.

e. Professional Development Leaves

These are described in the Faculty Development Section VIII. of this Handbook.

f. Other Leaves

(i) Military Leaves

Military leaves shall be granted based on federal guidelines and generally cover situations where an employee enlists, is inducted, is recalled to active military duty, or is called for reserve training.

(ii) Jury and Subpoenaed Witness Duty

All faculty members are eligible for Jury Duty and subpoenaed witness leaves. A faculty member is expected to meet scheduled classes that do not conflict with time spent on jury duty, as a subpoenaed witness, or in travel. Although a faculty member's salary and benefits shall continue uninterrupted during his leave, any compensation for the duty received from the court should be remitted to the College. Copies of the subpoena or summons should be submitted to the CAO when requesting the leave.

(iii) Administrative Leave

Employees unable to report to work because of arrest or incarceration may be placed on an administrative leave pending the disposition of charges, legal proceedings or further College action.

7. *Other Benefits for Full-time Faculty*

- a. The Albright Learning Center may provide a discount for childcare and pre-school services to College employees.
- b. Employee Assistance Program: The College provides free counseling sessions for employees and their household dependents through Inroads at Family Guidance Center, a local center. Inroads offers assistance on a wide range of issues including marital and family, parent/child conflicts, psychological and emotional troubles, grief counseling, financial problems, alcohol/drug treatment and legal access plan. You may access their website [www.familyguidancecenter.com](http://www.familyguidancecenter.com). All sessions are completely confidential.

- c. The college offers Long-term Care insurance, which is paid for by the employee.
- d. Various service providers, such as cell phone carriers, provide discounted rate to employees of nonprofit institutions. Please inquire to your service provider.

### **C. RETIREMENT**

1. A faculty member is eligible for retirement when they have completed at least 10 years of full-time service to the College and reached 60 years of age.
2. Retirement and Phased Retirement Policy:

The College offers a voluntary phased retirement program to full-time members of the faculty. This program is available to full-time faculty members who have a minimum of ten (10) years of service with the College and have reached the age of 60 years or older before September 1 in the first year of the phased retirement period and are no more than 70 years of age before September 1 in the first year of the phased retirement period. From October 13, 2012 (date of enactment) of this policy until April 12, 2013 (180 days later), any faculty member who, during this window period, would not otherwise qualify for this program because he or she is or will be past the upper age limit to qualify for the program will have a onetime opportunity to elect to enter the program. Notice to elect the program under this provision must be received no later than April 12, 2013 (180 days from enactment).

There will be a choice of two (2) phased retirement plans available to eligible faculty members. The one, titled “Standard”, would allow for a reduction of teaching loads from 18 to 9 over the course of the three year period. This would require a three (3) course load per year during the three year phased retirement. (See details below) The other plan, titled “Staged”, would require a commitment of 6 courses taught over the three year period. The course load for this plan would begin at 3 in the first year and be reduced to 2 and 1 over the course of the three years. (See details below). In both plans, participants will be paid a proportion of their full salary while they begin to draw their retirement benefits at any time during the phased retirement.

- a. Process for Phased Retirement:

Eligible faculty member(s) are to declare their intention to enter the phased retirement program before February 1<sup>st</sup> of the academic year prior to the beginning of the phased retirement. Prior to March 15, the Provost, in consultation with the Department Chairperson, Human Resource Director, and the faculty member, will complete the phased retirement plan that fits the needs of both the College and the phased retiree. Factors to be considered will be the following: choice of specific Phased Retirement Plan (Standard or Staged), specific course assignments during the phased retirement period, and a plan designed to ease transition by mentoring one’s successor.

- b. Details of Plans:

- (i) Standard:

- 1) Three-year phased retirement by reducing teaching load from six to three courses. This will result in a total of 9 courses over the period of the three year phased retirement.
- 2) Compensation would be 50 % of the compensation for serving in a full-time capacity.
- 3) Continued participation in the TIAA-CREF with both the individual and the College contributing 5 % and 10 % respectively on the then existing salary.
- 4) Health insurance coverage with the same rate of contribution as a full-time faculty member.
- 5) Benefits such as life insurance and long-term disability insurance would be provided proportionately to the reduced salary.

(ii) Staged:

- 1) Three year phased retirement by reducing teaching load from six to three courses in the first year, two courses in the second year, and one course in the third and final year of phased retirement. This would be a total of 6 courses over the period of three years.
- 2) Compensation would be 50 % of the full-time compensation for the first year; 33% for the second year; and 16 % for the third and final year.
- 3) Continued participation in the TIAA-CREF with both the individual and the College contributing 5 % and 10 % respectively on the existing salary.
- 4) Health Insurance coverage with the same rate of contributions as a full-time faculty member.
- 5) Benefits such as life insurance and long-term disability insurance would be provided proportionately to the reduced salary.

c. Related Items:

- (i) Participation in the Phased Retirement Program will not alter or affect the years of service of a full-time faculty member. The three years of the phased retirement will count as years of service to the College.
- (ii) Participating faculty members have the right to attend full faculty meetings as well as other faculty committee meetings with full voting rights.
- (iii) Service on committees and advising students would be commensurate with the teaching load commitment during the phased retirement period.
- (iv) Participating faculty members will continue active participation in departmental functions, (i.e. attending meetings, strategy planning, etc), in

consultation with the Department Chairperson and the Provost. Participating faculty members will be expected to attend regular faculty meetings, participate in admission events as well as convocation and commencement activities.

- (v) In subsequent year(s) of the phased retirement program, salary will be adjusted for standard increases (assuming the faculty member receives a satisfactory performance rating) although participants will not be eligible for merit increases.

The College reserves the right to modify or terminate this program. If the program is terminated, those currently participating in the program, as well as those approved for the program, will be able to continue the program to its fruition. In addition, the College will make every effort to accommodate office space requirements for those participants in a phased retirement program but will not guarantee office space that is comparable to that provided to full-time faculty members. This process will include pertinent consultations with appropriate faculty members.

### 3. Emeritus Status

- a. *Emeritus* Status shall be given upon retirement from service to full-time faculty members who have completed at least 15 years of full-time service at Albright College prior to retirement.
- b. Special cases not in accord with the above provisions may be considered by the Faculty Advisory Committee on Rank and Tenure in consultation with the Vice President of Academic Affairs.
- c. The faculty rank accompanying *Emeritus* status shall be that held at the time the *Emeritus* status is granted.

### 4. Continuation of Faculty Privileges During Retirement

The College desires to continue contact with and privileges for retired faculty in every possible way. The College, therefore, extends the following to faculty retired from full-time status:

- a. Full faculty library, tuition remission, athletic facilities, and computer system access privileges shall continue to be available to the retired Faculty member upon request and attainment of proper identification card. Spouse's access privileges remain the same as before retirement (See Section X.B.4).

## **XII. COMPENSATION AND BENEFITS FOR PART-TIME FACULTY**

### **A. Undergraduate Regular Day Program**

#### *1. Teaching Load Assignment*

When specific teaching loads have been determined, a letter shall be given to day part-time faculty offering the minimum teaching responsibilities and related compensation that the College is then willing to offer for the ensuing semester.

#### *2. Summer and Interim Session Compensation Equal to Full-time Faculty Overload Compensation.*

The compensation rate for part-time faculty during the Interim and the Summer Session shall be the same as that given to full-time faculty teaching on an overload basis. While such teaching assignments shall be considered in the accumulated teaching load hours of part-time faculty, the compensation rate shall be identical to that for full-time faculty teaching on an overload basis, notwithstanding Section 3. immediately below.

#### *3. Guideline Compensation Categories*

All changes in the compensation rate shall go into effect with the beginning of the fall semester of the succeeding academic year to that in which the minimal teaching load hours necessary for advancement were accrued.

Category I            Persons who have accumulated less than 48 teaching load hours in the regular day program of the College shall receive the standard stipend that full-time faculty receive for equivalent teaching on an overload basis.

Category II           Persons who have accumulated at least 48 but fewer than 96 teaching load hours in the regular day program and have been evaluated as to performance and need for their services may be given an increment of not less than 10% nor more than 20% of the base scale then in effect.

Category III           Persons who have accumulated at least 96 but not more than 144 teaching load hours in the regular day program and have been evaluated as to performance and need for their services may receive an increment of not less than 10% nor more than 20% of the scale in Category II.

Category IV           Persons who have accumulated at least 144 teaching load hours in the regular day program and have been evaluated as to performance and need for their services may receive an increment of not less than 10% nor more than 20% of the scale in Category III.

Category V Upon retirement from the College and a circumstance of need for continued service, a faculty member may be offered part-time employment on a basis allowing an increment of not less than 10% nor more than 20% of the compensation scale offered in Category IV. Such service shall not carry with it the allowance for travel expenses or the privilege of participation in the fringe benefit program other than those normally available to retirees.

4. *Guideline Travel Allowance Categories*

Part-time faculty are reimbursed for mileage to and from classes at locations other than the Reading Campus on a reasonable basis as established by the Chief Academic Officer and Human Resources.

5. *Tuition Remission*

Albright tuition remission is available to, part-time faculty in the regular day program of the College, their spouses, and their IRS dependent children during any semester that the instructors are teaching on a part-time basis according to the following schedule:

<b>Category</b>	<b>Teaching Load Hours</b>	<b>Percentage Tuition Remission</b>
<b>I</b>	Less than 48	25% per course taught
<b>II</b>	48-96	33.3 or 25% per course taught, whichever is preferable
<b>III</b>	96-144	66.7
<b>IV</b>	144+	100

6. *Day Care Benefits*

The Albright Learning Center may provide to part-time faculty in the regular day program of the college the same discount, if any, available to full-time faculty for childcare and pre-school service.

7. *Employment Period*

All appointments to part-time status shall be on a semester basis. The College reserves the right to evaluate the need for part-time instruction annually, and to review the quality of instruction offered prior to the offer of employment and cancel courses due to low enrollment.



## **B. Accelerated Degree Programs (ADP)**

### *1. Salary/Teaching Assignment*

When specific course assignments have been determined, a letter shall be given to ADP part-time faculty stating the teaching assignment and the compensation, including any travel allowance, as well as responsibilities related to the assignment. Salary compensation for part-time faculty in the ADP shall be stated at the time the offer of employment is made.

### *2. Tuition Remission*

Albright tuition remission is available to eligible part-time faculty in the ADP of the College, their spouses, and their IRS dependent children during any semester that the instructors are teaching on a part-time basis according to the following categories and schedule:

Category I	Persons who have accumulated less than 48 teaching load hours at the College.
Category II	Persons who have accumulated at least 48 but fewer than 96 teaching load hours at the College.
Category III	Persons who have accumulated at least 96 but not more than 144 teaching load hours at the College.
Category IV	Persons who have accumulated at least 144 teaching load hours at the College

All changes in the tuition remission rate shall go into effect with the beginning of the fall semester of the succeeding academic year to that in which the minimal teaching load hours necessary for advancement were accrued.

<b>Category</b>	<b>Teaching Load Hours</b>	<b>Percentage Tuition Remission</b>
<b>I</b>	Less Than 48	25% per course taught
<b>II</b>	48-86	33.3 or 25% per course taught, whichever is preferable
<b>III</b>	96-144	66.7
<b>IV</b>	144+	100

3. *Day Care Benefits*

The Albright Early Learning Center may provide to part-time faculty in the graduate program the same discount, if any, available to full-time faculty for childcare and pre-school service.

4. *Employment Period*

All part-time teaching assignments shall be contingent on review of the quality of any prior instruction offered prior and could be cancelled due to low enrollment prior to the beginning of the course.

**C. Graduate Division**

1. *Teaching Assignment*

When specific course assignments have been determined, a letter shall be given to graduate part-time faculty stating the teaching assignment and the compensation, as well as responsibilities related to the assignment.

2. *Salary*

The salary compensation for part-time faculty in the Graduate Division shall be stated at the time the offer of employment is made.

3. *Tuition Remission*

Albright tuition remission is available to part-time faculty in the Graduate Division of the College, their spouses, and their IRS dependent children during any semester that the instructors are teaching in a part-time basis according to the following schedule:

Category I	Persons who have accumulated less than 48 teaching load hours at the College.
Category II	Persons who have accumulated at least 48 but fewer than 96 teaching load hours at the College.
Category III	Persons who have accumulated at least 96 but not more than 144 teaching load hours at the College.
Category IV	Persons who have accumulated at least 144 teaching load hours at the College

All changes in the tuition remission rate shall go into effect with the beginning of the fall semester of the succeeding academic year to that in which the minimal teaching load hours necessary for advancement were accrued.

<b>Category</b>	<b>Teaching Load Hours</b>	<b>Percentage Tuition Remission</b>
<b>I</b>	Less Than 48	25% per course taught
<b>II</b>	48-86	33.3 or 25% per course taught, whichever is preferable
<b>III</b>	96-144	66.7
<b>IV</b>	144+	100

4. *Day Care Benefits*

The Albright Early Learning Center may provide to part-time faculty in the graduate program the same discount, if any, available to full-time faculty for childcare and pre-school service.

5. *Employment Period*

All part-time teaching assignments shall be contingent on review of the quality of any prior instruction offered prior and could be cancelled due to low enrollment prior to the beginning of the course.

**D. Review of Compensation Policies**

Periodic reviews of the policies for compensating part-time faculty and related matters should be undertaken at least every five years with part-time faculty represented.

**E. Employee Benefit Plans**

Part-time employees are generally not eligible for other employee benefits; however, eligibility for benefits such as medical insurance and retirement plan participation is determined in accordance with plan documents.

**F. Special Considerations**

All the above considerations are dependent upon the College's ability to pay. In the event that financial conditions require adjustments, the College retains the right to make these adjustments necessary and fair.

### **XIII. FACULTY DUTIES**

#### **A. Teaching Evaluations**

All faculty will participate in regular evaluations of teaching. Faculty should follow the College evaluation procedures posted on the College website. Classroom observations by the department chairperson will be done for each full-time faculty member according to the schedule prescribed in the Faculty Evaluation document. Chairpersons will discuss the results of the teaching observations with the faculty member.

#### **B. Academic Advising**

After their first year of service, all Full-time Faculty members have responsibilities as advisors of students. As an advisor he/she represents the primary point of contact between the student and College resources and serves as a guide to the students' understanding of the academic program. In addition to registering students for classes, the advisor is responsible for planning, reviewing, and discussing all aspects of each student's academic and career program. The advisor should be knowledgeable about registration procedures, academic policies of the college, career options, and the various avenues for assisting a student when problems occur. A complete description of the responsibilities of advisors is in the Academic Advising portion of the Faculty Resource pages on the College website, and should be studied thoroughly.

#### **C. Academic Processions**

Academic processions are ordered according to the standards of traditional academic protocol. Faculty members are expected to attend all events in which the faculty process (e.g., Spring convocation, Fall if involved, and commencement exercises).

#### **D. Syllabi**

The faculty member will make available, by or before the first day of class, a syllabus which must include: name, time of course; instructor contact information and office hours; course description; learning objectives; readings and other course materials; number and type of assignments; course schedule; methods of evaluating student performance, including point distribution; and, for one-unit classes that meet three hours, a statement concerning work required to satisfy the fourth hour of quality. Statements regarding College policies on academic dishonesty, learning disability accommodations, and instructor expectations for student conduct are strongly encouraged. As the course progresses, the instructor may distribute or post a modified syllabus to achieve the course goals as necessary.

Electronic copies of all syllabi must be submitted according to College procedures no later than one week after classes begin.

It is expected that faculty continually revise and update course material.

## **E. Final Examinations**

All instructors are expected to give final examinations in all courses, except those that clearly focus upon end-of-term writing requirements or laboratory reports. All final exams must be administered during finals period at their regularly scheduled time. If a final project is required in lieu of the final exam, including in-class presentations (but not lab reports), these must occur during the allotted time during final exam week. Any final exams or final projects occurring prior to finals week violate College policy.

## **F. Course Grading**

Faculty are expected to establish and maintain high academic standards and requirements. Grading criteria should be clearly stated on the course syllabus and every effort should be made to return graded assignments within two weeks of the due date. Grading should provide sufficient feedback for student improvement, especially in the area of writing, and the opportunity should be afforded the student to meet with the faculty member for additional comments. Faculty are encouraged to include a graded assignment in the first two weeks of a course and provide frequent and early feedback. Multiple assignments throughout the course are especially helpful to first-year students and allow faculty to identify problems early on.

Although the College has no official attendance requirement, some academic departments do have a policy for some or all of their courses. Keeping attendance records is required if attendance is a grading criterion; keeping attendance records is advised in other cases. Faculty should familiarize themselves with the Excused Absences policy published in the Compass, governing absences for field trips and athletic events.

Faculty must follow practices of fairness and objectivity when assigning student grades. Course grading should be the result of careful evaluation of a student's academic performance in a class and be consistent with documented assessment criteria. The course syllabus must contain a clear statement of the weighting of each assignment and how a final grade is computed. As the course progresses, the instructor may distribute or post a modified syllabus to achieve the course goals as necessary. Grades are confidential and can only be shared with someone with a legitimate educational interest.

Midterm grades must be submitted for all first year students and for students who are performing unsatisfactorily (a grade of D+ or below). Grades of Incomplete should not be awarded at midterm; final grades of Incomplete should follow the policies described on the form available through the Registrar's web page.

Final course grades for all underclass students must be submitted to the Registrar within one week after the course's final examination.

For one calendar year following the completion of a course, faculty shall maintain appropriate records of student performance in the course as evidence in support

of the assignment of the final course grades. In the event of separation from the College, faculty shall leave such records with the Department Chair, who shall retain them for one calendar year.

#### **G. Office Hours**

All faculty are required to offer and publicize to students at least one office hour (50 minutes) per week for each course unit that they teach, and are encouraged to offer additional hours and to be available to students outside of office hours by appointment. The faculty member must be physically present during office hours, and should schedule them in such a way that office hours are unlikely to conflict with any single class.

#### **H. Faculty Support for Developing the Whole Student**

Faculty are encouraged to support the general education curriculum by offering courses that meet general education requirements, to sponsor experience events and to encourage students to participate in them, to include experiential learning opportunities in their courses, and to involve students collaboratively in scholarship and research projects.

This augments Albright's core emphasis on the liberal arts and interdisciplinary study, enabling students to better reflect upon and articulate their knowledge and skill sets and to achieve greater personal satisfaction and professional success. Faculty are also encouraged to participate in and to encourage students to participate in as many of the non-classroom activities of the College as possible, while always maintaining academics as the highest priority. Faculty participation in these activities provides additional points of contact with students, and serves to demonstrate to them the importance of such events. Faculty may be called upon to serve as advisors to campus organizations. Albright encourages Faculty to make themselves available to such groups as much as possible.

### **XIV. GENERAL POLICIES AND REGULATIONS**

- A.** Faculty should become thoroughly familiar with the Albright College Catalog as that document contains the academic policies under which students enter and are required to function. The policies that follow are in addition to or emendations of those in the catalog.
- B.** All instructors are expected to give final examinations in all courses, except those that clearly focus upon end-of-term writing requirements or laboratory reports. Instructors are to follow the prescribed schedule for final examinations issued by the Registrar. Bluebooks are provided by the College for all major examinations.
- C.** As an act of courtesy, major religious holidays of students should be honored. Major testing or other assignments in direct conflict such holidays should be avoided when at all possible.

#### D. Non-Discrimination on the Basis of Handicap

Under Section 504 of the Rehabilitation Act of 1973, as amended, Albright College is obligated to not discriminate on the basis of handicap in any of its operations.

1. The keys to Albright College's implementation of Section 504 and carrying out the College's obligation are:
  - a. Individual attention to the specific needs of handicapped faculty, students, and others involved in its programs and activities.
  - b. Program accessibility. Albright must ensure that all otherwise qualified persons involved in its programs and activities have equal opportunity regardless of handicap. Carrying out this obligation involves the faculty in two ways. First, qualified faculty must themselves not be denied equal opportunity on the basis of handicap. Second, qualified persons who are handicapped must not be denied equal opportunity by faculty.
2. In case of handicapped faculty, Albright shall, as soon as it becomes aware of a handicap, make all possible accommodations so that the faculty member has equal access to all programs and activities in which such a faculty member would ordinarily be engaged. Albright understands that it is the College's obligation to take the initiative to make such accommodations. The handicapped faculty person need only, as he/she deems appropriate, inform the Chief Academic Officer of the handicapped situation.
3. In case of handicapped students, faculty must ensure that otherwise qualified students are given equal opportunities in all College programs and activities regardless of handicap. Faculty must also be aware that it is the College's responsibility, and hence their responsibility as representatives of the College, to take the initiative to make such accommodations as is necessary as soon as a handicapped situation comes to their attention. In all cases, such accommodation must be with the consent of the handicapped student and must be intended to make the handicapped student as much as possible a part of the regular program of the College. The accommodations that are required by faculty include but are not limited to: access to sites where counseling is done, participation in special course or department- related projects and activities such as research and field trips, and testing and other means of evaluation. Faculty should consult with Albright's Responsible Officer under Section 504 (identified in the annual list of personnel assignments) about all situations involving handicapped students. Check with the Office of Human Resources for further details.
4. The College does not discriminate on the basis of race, religion, sex, age, national origin, sexual orientation, veteran status, marital status or handicap. This policy extends to all educational service and employment programs of the College. Albright College expects that a faculty member's

individual actions will follow this dedication.

- E.** Albright College is committed to building a community characterized by strong faculty—student collaborative relationships, inside and outside of the classroom.

Amorous or sexual relationships between Albright College faculty and students are impermissible, except in the case of pre-existing relationships as provided below. Such relationships undermine the integrity of the teacher-student relationship, both individually and for the community as a whole.

Should such a relationship pre-exist matriculation, the faculty member must notify the Chief Academic Officer in writing and take all steps necessary to minimize or eliminate any supervisory or evaluative purview over the student in question.

Violation of this policy will result in disciplinary action consistent with the provisions of Articles VI and VII of the Faculty Handbook, and is subject to the appeals provisions contained therein.

- F.** Faculty whose contract with the College is ending should take the following steps:

1. When possible, all graded assignments must be returned to the students (if that is the class policy) prior to departure. Any remaining assignments must be made accessible to the department chair and students must be informed of the availability of those assignments from the chair. If there are outstanding Incompletes in any courses, the department chair must be informed of the remaining assignments due. Please provide assignment guidelines that were not in the syllabus so that the chair has information needed to answer student questions.
2. All equipment, furniture, etc. belonging to the College must be returned to the College or left in your office. Any desired electronic files must be removed from the College-provided computer or other storage areas (e.g., Moodle) as they will not be available following completion of the contract period. In cases where a faculty member may delay the return of College property, the final paycheck will be held in the finance office for pickup.
3. An automatic email message should be placed on your College email indication your separation from the College and providing a new contact email.
4. The faculty member should schedule an exit interview with the Director of Human Resources. At this meeting the faculty member must turn in the following items: keys, College ID, and any other College property not remaining in the office.
5. The faculty member should provide Human Resources with contact information prior to departure.
6. Upon request, the College will make arrangements to provide the faculty member with copies of any remaining course evaluations.



7. For faculty who are ending their employment with the College due to retirement, some of the above policies may not apply. Please see Article X Section C of the Faculty Handbook, Retirement.
- G.** Additional general College policies to which faculty must abide are found in the Faculty Governance and Policy Guide.

## **APPENDICES**

### **APPENDIX A: THE EQUAL EMPLOYMENT OPPORTUNITY POLICY OF ALBRIGHT COLLEGE**

#### **A. Purpose**

To provide a non-discriminatory workplace and equal employment opportunity regardless race, religion, sex, age, national origin, sexual orientation, veteran status, marital status or disability. This policy extends to all education, service, and employment programs of the College.

#### **B. Policy**

Albright College is committed to providing Equal Employment Opportunities to ensure nondiscriminatory employment practices in all phases of the employment relationship.

#### **C. Practices and Procedures**

Albright College is committed to maintaining a work environment free of discrimination and/or intimidation and shall endeavor to provide management training to promote a harmonious environment.

Personnel and applicants are encouraged to report any practices or behaviors that are in conflict with this policy to any or all of the following: Supervisor(s), the Director of Human Resources, and/or the Affirmative Action Coordinator.\*

A copy of the Albright College Affirmative Action Policy is available from the Office of Human Resources.

### **APPENDIX B: THE ALBRIGHT COLLEGE POLICY ON HARASSMENT AND ABUSE**

All clarifications for Title IX/Harassment and Abuse matters that may involve a faculty member resides on the Albright Policy website page:  
<https://www.albright.edu/academic/faculty-resources/faculty-title-ix-and-harassment-and-abuse-policy/>.

The policy was endorsed by the Albright Faculty on February 10, 2021. Any change to this policy must show Faculty endorsement to those changes and the date on which the change was made.

## **APPENDIX C: HUMAN SUBJECTS RESEARCH POLICY**

### **INSTITUTIONAL REVIEW BOARD (IRB)**

#### **Policies and Procedures**

##### **PURPOSE:**

To protect the rights and welfare of human participants of research conducted by members of the Albright College community, including Faculty, and students. This purpose shall be fulfilled by the review of proposals for such research by members of the IRB. IRB members shall determine whether such research meets the standards for ethical conduct of research using human participants, as found in The Code of Federal Regulations Title 45 – Part 46: Protection of Human Subjects.

##### **MEMBERSHIP:**

The IRB shall consist of five Faculty, administrative or staff members of Albright College, two Faculty members who shall serve as alternates, and two current Albright students.

Members shall serve indefinite terms, left to the discretion of the individual member.

The Chair of the IRB shall appoint members.

To the greatest extent possible, members of the IRB should represent divergent disciplines, community attitudes, and demographic backgrounds. The IRB shall include at least one member whose primary concerns and expertise are in scientific areas and at least one member whose primary concerns and expertise are in nonscientific areas.

If a member of the IRB has an interest in a project under review, an alternate member of the IRB shall serve in that member's place for review of that particular project.

##### **POLICIES AND PROCEDURES:**

Any person who is under the IRB's jurisdiction and wishes to conduct research using human participants (herein called a "PI" for principal investigator) must seek approval for such research from the IRB prior to the conduct of said research.

PIs should begin the review process by submitting a completed "Research Review Form," with all necessary materials and signatures, to the Chair of the IRB.

The Chair of the IRB shall determine whether the form is complete. If necessary information or supplemental materials are not included; the form shall be returned to the PI for revision and completion.

The Chair shall make a determination, based on the Research Review Form, whether the research falls under EXPEDITED or FULL review. Research projects eligible for EXPEDITED review are those which involve no more than minimal risk to the participants or are minor revisions of

research previously approved by the IRB within the past three years. All other research is subject to FULL review by the IRB.

Those projects designated as eligible for EXPEDITED review shall be reviewed by two members of the IRB (or an alternate in cases of conflict of interest). Other members of the IRB shall be notified on a yearly basis of the approved projects to ensure that all members are informed of all research projects approved by the IRB.

All members of the IRB shall review those research projects determined to be subject to FULL review of the IRB. A meeting of the IRB shall be held to discuss these research projects and make a decision on whether to approve, disapprove or request modifications to these research projects.

In order to approve research projects covered by this policy, the IRB shall determine that all of the following requirements are satisfied (for a full description, see section 46.111 of The Code of Federal Regulations Title 45 – Part 46: Protection of Human Subjects):

Risks to participants are minimized.

Risks to participants are reasonable in relation to anticipated benefits of the research project.

Selection of participants is equitable, especially for vulnerable populations and for which there appears to be a clear benefit to the participants.

Informed consent, when necessary, is sought from the participants or their legal representatives. The requirements for informed consent are listed in section 46.116 of The Code of Federal Regulations Title 45 – Part 46: Protection of Human Subjects.

Provisions have been made to monitor and ensure the safety of the participants during the conduct of the research.

Provisions have been made to protect the privacy of the participants and maintain the confidentiality of the data.

The IRB shall notify the PI in writing of the review decision. The IRB may approve, disapprove or require modifications to secure approval. The IRB shall include in its written notification a statement of the reasons for its decision. If the research project is not approved, the IRB shall give the PI an opportunity to respond in person or in writing to the IRB's decision.

The IRB shall have the authority to suspend or terminate approval of research that is not being conducted in accordance with the IRB's requirements or that has been associated with unexpected serious harm to participants. Any suspension or termination of approval shall include a written statement of the reasons for the IRB's actions and shall be reported promptly to the PI, the PI's supervisor if the PI is a student, and the appropriate Albright officials.