Faculty Personnel Policies per Board of Trustees

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - PERSONNEL

BOT 4.1.1

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.1 Personnel Administration. Personnel Administration is a service activity in which each appointing officer has a role. The authority over the personnel program resides in the Board of Trustees, although the president, as agent of the board, and other Executive Officers may designate ("appointing officers") have the authority to make appointments within the approved personnel program. Centralized within the Human Resources office is the responsibility and advisory authority to determine that the philosophy and policies of the personnel program are effectively applied.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - EQUAL OPPORTUNITY

BOT 4.1.2

Date of Last Update:
June 11, 2025

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.2 Equal Opportunity.

The president and other officers to whom the President designates authority for personnel actions are responsible for the enthusiastic application of all laws and regulations concerning fair employment practices, equal opportunity, etc., to all matters with respect to recruitment, appointment, assignment, and promotion of university's personnel. Matters of antidiscrimination are outlined in the "Antidiscrimination Program" maintained by the EEO Officer.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - UNIVERSITY RESPONSIBILITIES

BOT 4.1.3

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.3 University Responsibilities

The President and other officers to whom the President designates authority are responsible for administering the university and its property, supervising its operations, assigning and directing its faculty and staff, changing or introducing new operations, methods, or facilities, appointing, assigning, or disciplining faculty and staff members, subject to the guidelines herein set forth, and establishing such procedures which may be needed from time to time. For purposes of this Section 4.1, "faculty and staff" shall mean an employee covered by Section 4 of the Board of Trustees' Policies.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - DISCIPLINARY PROCEDURE

BOT 4.1.4

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.4 Disciplinary Procedure

The President and other administrators to whom the President designates authority are responsible for discipline which normally shall be corrective rather than punitive in nature. A typical procedure for disciplinary action will be, depending on the seriousness or frequency of the cause, an oral discussion, a written warning, disciplinary lay-off without pay, and dismissal. All disciplinary actions are subject to the appropriate grievance procedure.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - PERSONNEL INFORMATION

BOT 4.1.5

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.5 Personnel Information All personnel information and files maintained by the University are the confidential property of the University and are maintained in the Human Resources office and within the department within which a faculty or staff member works. Faculty and staff members can expect that a right to a reasonable degree of privacy will be honored and that the confidential character of certain personnel data will be respected as such. Generally, release of information and/or access to such information should be restricted in accordance with the policies of the University. Whenever possible, information released for public purposes shall be in a form which will protect the anonymity of the individual; however, as of October 1979, Michigan law does require that salary information be available to the public. All personnel information collected shall be pertinent to the needs of the University. Access to personnel files is limited to those persons responsible for personnel and the faculty or staff member's supervisor. Letters of recommendation are the confidential property of the provider. A faculty or staff member will not be given access to letters of recommendation concerning themselves unless the provider of such recommendation agrees, in writing, to allow such access. All personnel records will be retained for the length of the faculty or staff member's service and thereafter in compliance with all applicable federal, state and local laws. Temporary records such as insurance claims will be maintained only so long as they have a useful life. Records of terminated faculty and staff members will be maintained for a minimum of seven years and thereafter only those portions having a useful life will be maintained. Information of an official nature for state and federal agencies will be provided to the extent of the matter at hand and within the limits of the law. No anonymous information will be maintained in the files. Records of disciplinary actions will be placed in the personnel files only after the individual has had an opportunity to view a copy. The University will provide prospective employers with title, employment dates, and eligibility for rehire status only, unless additional information is requested by the faculty or staff member or former faculty or staff member. Recommendations by individual supervisors may be made at their own discretion and at their own risk, recognizing that the University may be responsible for the information given.

Personnel files may include, but are not limited to, payroll information and documentation, records of employment actions and documentation, records required by federal, state and local law, employment applications, vitae and resumes, recommendations, interview comments, fringe benefit information, merit and performance evaluation, records and documentation of disciplinary actions, official transcripts of baccalaureate or post baccalaureate degrees and such other information as may be needed from time to time. Other files maintained in accordance with the faculty appointment and evaluation policy and covered by the limitations expressed in that policy may be housed elsewhere.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - CONFLICT OF INTEREST

BOT 4.1.6

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.6 Conflict of Interest

4.1.6.1 Employment. Appointment of any relative of a faculty or staff member must be approved by the President in advance of the appointment in order to ensure that no conflicts of interest exist. Each Appointing Officer must ensure that no conflicts of interest exist in matters of appointment, retention, promotion, termination, assignment or other conditions of employment for relatives of faculty or staff members within his or her unit.

4.1.6.2 Financial. It shall be the responsibility of the President (or designee) to ensure that conflicts of financial interest do not occur, and to take such steps to protect the University as seem to be required. The University respects the rights of its faculty and staff members in their activities outside their employment which are private in nature and which in no way conflict with or reflect upon the University.

4.1.6.3 Political Candidates or Office Holder. The University affirms the rights of its faculty and staff members as citizens to be active in political affairs which do not conflict with the professional standards and ethics of their employment. It shall be the responsibility of the President (or designee) to ensure that conflicts involving professional standards and ethics do not occur with University faculty and staff members who are political candidates or office holders, and to take such steps to protect the University as may be required.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - EMERITUS APPOINTMENT

BOT 4.1.7

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.7 Emeritus Appointment

Any retired faculty or staff member of the University who has made a significant contribution to the University through a reasonable period of service is eligible for emeritus status with an emeritus title usually conforming to that held at retirement. The President's recommendation to the Board of Trustees will be made after consultation with the Appointing Officer, colleagues and vice-president. This recommendation may be made posthumously if all other criteria except retirement status have been met. In its sole judgment, the Board of Trustees reserves the right to revoke emeritus status. Emeriti will be appointed without compensation.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - HONORARY TITLES

BOT 4.1.8

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.8 Honorary Titles

Persons who are performing significant services to the University may be given an honorary title conforming to the service performed upon recommendation of the President to the Board of Trustees. Honorary faculty and staff will be listed in appropriate publications, may participate in commencement, use library facilities, and will be encouraged to take an active role in the University. They will be appointed without compensation. The duration of an honorary appointment shall coincide with the period of service rendered.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - VERIFICATION OF CREDENTIALS

BOT 4.1.9

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.9 Verification of Credentials

All advanced degrees recognized by the University must be earned from institutions approved by recognized accrediting bodies. In the case of foreign degrees, a formal evaluation will be made by the Appointing Officer to determine equivalency with degrees awarded in the United States.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - OBLIGATIONS OF APPOINTEES

BOT 4.1.10

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.10 Obligations of Appointees As the result of accepting an appointment, the recipient becomes obligated to comply with all policies and regulations of the University applicable to the position including those in effect at the time of appointment and those duly adopted and issued thereafter. This obligation does not contravene the appointee's rights of academic freedom or the express terms and conditions of the appointment. Among such policies are the following:

4.1.10.1 Outside employment. Since faculty and staff members are required to fulfill their responsibilities completely and effectively, any outside employment which a faculty or staff member wishes to undertake must be approved in advance by the Appointing Officer.

4.1.10.2 Rights in published material, inventions and secret processes. The University seeks to promote the public good through excellence in teaching, active scholarship, and service. In the course of these activities, faculty, staff, and students create Intellectual Property that may be eligible for copyright, patent, and other forms of legal protection. In order to reinforce the fairness of mutual commitment and in the spirit of academic freedom, the University recognizes the rich and varied products of individual scholarship, in all its manifestations, are rightly the property of the Creator except as otherwise defined by this Section 4.1.10.2. The University also recognizes that Intellectual Property should remain available for the benefit of the entire University community and that the Creators shall not use Intellectual Property in conflict or competition with the University. Therefore, the University community seeks to establish an environment in which the creation of Intellectual Property is suitably recognized as an academic achievement and in which the benefits of intellectual property to the creators, the University community, and the general public are optimized.

A. **Ownership.** All Intellectual Property shall be owned by its Creators when such Intellectual Property is not considered 1) work made for hire; 2) expressly assigned or commissioned by the University; 3) grant or contract funded through the University; or 4) to require more than nominal use of University resources. Irrespective of ownership, Creators shall disclose promptly and with full disclosure, in the manner prescribed by the University in order to protect confidentiality of the Intellectual Property, to the Finance and Administration Office any Intellectual Property discovered or created as a result of 1) work made for hire; 2) expressly assigned or commissioned by the University; 3) grant or contract funded through the University; or 4) more than nominal use of University resources. The President or designee by written agreement is authorized to make exceptions to this paragraph.

B. **Right to use.** In the event the Intellectual Property is owned by the Creator but involved University resources in the discovery or creation of the Intellectual Property, the University will retain a non-exclusive license to use the Intellectual Property within the University provided attribution is given to the Creator(s) of the Intellectual Property. In the event the Creator leaves the employ of the University, the University shall be able to modify the Intellectual Property for use within the University.

C. **Commercial Application.** Three options for the commercialization of a technology are noted below. The option will be chosen by Creator(s) and the Finance and Administration Office jointly, prior to the expenditure of substantial University resources. The option chosen should be that which best serves the mission of the University, including the objectives of this policy, and which is consistent with the available technology transfer resources of the University. The following three options for commercialization are available:

1. Licensing Third Parties. The University may license or assign Intellectual Property to external entities for further development and commercialization in exchange for a return on resulting revenues. The University and Creator shall divide the return on resulting revenues using one of the two formulas as follows:

   i. The University and the Creator divide the gross revenue 70% to the University and 30% to the Creator but the University assumes the expenses related to legal protection, marketing and commercialization and licensing and other transactional expenses related to the Intellectual Property; or,

   ii. The University and the Creator divide the net revenue 50% to the University and 50% to the Creator but the University first recovers its expenses related to legal protection, marketing and commercialization and licensing and other transactional expenses related to the Intellectual Property.

If the University decides not to protect or license the Intellectual Property, or subsequently decides to not pursue commercialization of the Intellectual Property it may be reassigned to the Creator(s), upon request, in accordance with option 3 below.

2. Licensing Business Entities in which a Creator holds an ownership or management interest. The University or an affiliated entity may enter into license agreements with business entities in which the Creator holds an ownership interest. The terms may include royalty payment, equity interest, or a combination thereof.

3. Reassignment of ownership to Creator. The University may reassign ownership of Intellectual Property to Creator(s) who elects to market and protect the Intellectual Property. The return to the University for a reassignment of ownership will be ten percent (10%) of the net revenue generated by the Intellectual Property.

D. **Definitions.**

1. "Creator" shall mean a faculty or staff member who invents, discovers or creates Intellectual Property using University resources.

2. "Intellectual Property" shall mean Academic Works and Technical Works.

3. "Academic Works" shall mean Intellectual Properties that are artistic, scholarly, instructional or entertainment in nature and are not Technical Works. Academic Works include instructional materials, books, journal articles, written reports of research to the extent that they do not contain Technical Works, creative writings, manuscripts, music and art work

4. "Technical Works" shall mean Intellectual Properties that are generally of a scientific, engineering or technical nature such as patentable or unpatentable inventions, devices, machines, processes, methods, invented or manufactured substances, and computer software.

5. "Nominal Use of University Resources" shall mean use that is customary or usual within the faculty, staff and student's appointment and assignment such as the use of an assigned office, computer, computing network, photocopier or similar reproduction device, telephone or similar telecommunication device, and office supplies in the ordinary support of his or her teaching, scholarly activities and service.

4.1.10.3 Oath of Teachers. Before serving in a teaching position, an appointee will have taken and subscribed the following oath or affirmation as required by Act 23 of the Public Acts of 1935: "I do solemnly swear (or affirm) that I will support the Constitution of the United States of America and the Constitution of the State of Michigan, and that I will faithfully discharge the duties of my position according to the best of my ability."

4.1.10.4 Research Integrity. Research, scholarship and creative activities are central to fulfilling the mission of the University. It is policy of the University that all employees, students, partners and affiliates always perform their roles related to research, scholarship and creative activity with ethical integrity. This requirement reflects a culture publicly committed to developing and fostering the highest standards of professional ethics. Research integrity is demonstrated in the decisions and actions that exemplify our core ethical values. The core ethical values in research related activities, including scholarship and creative performance, include: 1) truthfulness and honesty; 2) non-maleficence and beneficence; 3) trustworthiness, reliability, confidentiality, respect, and collegiality; and 4) accountability.

1. Truthfulness and Honesty. Intellectual and creative activities require thoroughgoing truthfulness and honesty in proposing, conducting and reporting research related activities, scholarship and artistic performance.
2. Non-maleficence and Beneficence. Endeavors involving human or animal subjects require balancing non-maleficence with beneficence in minimizing burdens to research subjects in relation to the potential benefits to those subjects and others.
3. Trustworthiness, Reliability, Confidentiality, Respect, and Collegiality. Research integrity requires trustworthiness and reliability in recognizing and building on the prior work of others, confidentiality in peer review and assessment, and respect and collegiality in interactions with colleagues and students.
4. Accountability. The broader community's welfare depends upon explicit researcher accountability for all research, scholarship and creative performance related activities, and for reporting misconduct about which one has direct knowledge.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - PARKING

BOT 4.1.11

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.11 Parking

The university provides free open reserved parking as near to the faculty or staff member's work station or office as possible.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - KEYS

BOT 4.1.12

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.12 Keys

All faculty and staff members are issued keys and other equipment needed in the performance of their duties. All keys and such equipment must be used only as authorized and must be returned to the University upon termination of employment.

GENERAL PERSONNEL POLICIES FOR FACULTY AND STAFF - IDENTIFICATION CARDS

BOT 4.1.13

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.1.13 Identification Cards

Each faculty or staff member will be issued an identification card which must be surrendered upon termination. This card can be used for any purpose, at the University, requiring identification.

FACULTY - TENURED AND TENURE TRACK

BOT 4.2.1

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.1 Faculty:

1. A person in a regular teaching, research, or professional library position; a regular appointment may be for less than full time, if at least half-time, with the agreement of the appointing unit, the Appointing Officer, and the faculty member.

2. Faculty members who are also academic unit heads (department chairs and school directors).

3. Academic administrators who also hold faculty rank (BOT 4.2.11).

4. The term "regular faculty member" as used in BOT Sections 4.2.1 - 4.2.30 includes primary investigators without teaching duties.

ACADEMIC FREEDOM

BOT 4.2.2

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.2 Academic Freedom

1. Faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon a prior understanding with the authorities of the University.

2. Faculty members are entitled to freedom in the classroom in discussing their course material, but they should be careful not to introduce into their teaching controversial matter which has no relation to the scope of the course as outlined in the University catalogue description.
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3. University faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and as educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times act in a professional and responsible manner, and should make every effort to indicate that they are not institutional spokespersons.

REGULAR FACULTY - KINDS OF REGULAR ACADEMIC APPOINTMENTS

BOT 4.2.3

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.3 Kinds of Regular Academic Appointments

1. **Probationary Appointments.** Probationary appointments are one, two, three or four year appointments which are renewable for a defined period of time at the end of which the appointees will be given an appointment with continuous tenure or the appointment will not be renewed.

2. **Tenured**. Appointments with continuous tenure do not occur automatically but are awarded by the University upon the recommendation of the appropriate College or University Libraries Personnel Committee.

3. **Honorary Faculty.** This is an honorary appointment applicable to persons who are not employed by the University, but serve students such as in clinical settings.

4. **Distinguished Professor**. Distinguished Professors are faculty members appointed by the University President. These appointments are at-will. Appointees have the right to terminate their employment at any time with or without cause or notice. Likewise, the University may terminate the appointment with or without cause or notice as it deems appropriate. All terms and conditions of employment shall be stated in the appointment letter. These appointments are without tenure and will not lead to tenure. Therefore, Sections 4.2.5- 4.2.17 and 4.2.25 (related to renewal, promotion, tenure, probation, reduction in force, discipline, discharge, sabbatical, etc.) do not

apply to these appointments.

5. **Academic Appointments not covered by this Section**. Those persons assigned to adjunct or other non-regular positions are not covered by Sections 4.2.1-4.2.30 of the Board of Trustees' Policies (see Section 4.3.0, Non-Tenure Track Faculty and Section 4.4.0, Executive, Administrative and Professional Staff).

REGULAR FACULTY WRITTEN STATEMENT OF APPOINTMENT (INCLUDING JOINT APPOINTMENTS)

BOT 4.2.4 - 4.2.4.1

Date of Last Update:
April 29, 2022

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.4. Written Statement of Appointment

Every person appointed to a position covered by these sections BOT 4.2.1 - 4.2.30, shall receive a statement in writing, from the Dean or other appropriate Appointing Officer, of the terms and conditions of the appointment before the appointment becomes effective. All appointments are subject to the provisions of these policies and Board of Trustees approval.

4.2.4.1 Joint Appointment Because of the importance of teaching, scholarship and service at the University, joint appointments may be desirable in certain circumstances. A joint appointment is a formal arrangement between two units that specifies the terms under which a member of one unit also provides service to the other unit. For purposes of a joint appointment, "unit" can mean College, department, school, program or University Libraries. The "primary unit" is where the faculty member's tenure status resides and the "secondary unit" negotiates for some portion of the faculty member's service.

1. Joint appointments shall be made when a faculty member serves two units for an academic year or longer. Providing academic service to a unit for one course (or its equivalent) per academic year for one or more years shall not be considered a joint appointment for purposes of this policy.

2. The conditions of an individual joint appointment must be detailed at the time of initial joint appointment in a written Memorandum of Understanding between the primary and secondary units and the faculty member. The Memorandum of Understanding shall include the following:

a. expectations for teaching, scholarship and service in each unit to which the faculty member is jointly appointed;

b. the proportion of the faculty member's FTE that will be assigned to each unit. Specifically, three considerations need to be addressed: (i) the weighting of professional performance factors (teaching, scholarship, and service) that will apply to the individual on joint appointment; (ii) clear assignment of work effort in both units, (for example, number of courses taught, obligations for advising students, committee work, scholarship/creative expression, expectation for attending unit faculty meetings, etc.); (iii) how mentoring and other aspects of faculty development will be handled for new faculty;

c. the process for annual evaluation of the faculty member's professional work. The secondary unit head/director will prepare summary comments and assign a rating (less than satisfactory, satisfactory, exemplary) for each of the categories of teaching, scholarship, and service; these comments will be forwarded to the primary unit and the faculty member by a date chosen by the Provost's Office. The primary unit will use the secondary unit's performance summary when conducting the evaluation of performance in its usual manner. The primary unit head will write the annual evaluation of performance and will attach a copy of the input from the secondary unit;

d. a requirement that the chairs of constituent units will confer at least annually to coordinate teaching and service responsibilities of jointly-appointed faculty, to insure that the overall load of teaching and service obligations does not exceed that of comparable faculty with appointments wholly in one unit;

e. address requests for various types of leave. Normally such decisions rest with the Dean of the faculty member's primary unit; however, chairs and deans of all units involved with the appointment will provide assessments of the requested leave before the dean makes a decision;

f. address voting rights on non-personnel matters in the secondary unit (for example, voting on curricular decisions, allocations of department/program resources, etc.);

g. address the joint appointee's representational rights in the faculty governance system; and,

h. the amount of compensation (if any) that will be paid to the primary unit.

3. The units must agree on the proportion of the joint appointee's time that will be spent in each unit and include this information in the Memorandum of Understanding.

4. The Memorandum of Understanding must be approved and signed by the chairs of the involved units, the faculty member, the Dean(s), and the Provost/Executive Vice President for Academic Affairs before a joint appointment takes effect.

5. The primary unit is responsible for reappointment, tenure, and promotion recommendations. These personnel actions will be governed by the written procedures of the primary unit; however, in the annual evaluation(s), the secondary unit will also provide summary comments about the performance of the joint appointee that relates to any of these decisions. A joint appointee is eligible to be considered for sabbatical grants and research funding in the same manner as faculty members not jointly appointed. The primary unit is responsible for initiating and carrying through the procedures leading to these decisions. The secondary unit will also provide summary comments about the performance of the joint appointee that relates to any of these decisions.

6. With regard to personnel matters, joint appointees will have full voting rights in their primary unit, regardless of the percentage of service performed in that unit. Normally, joint appointees will have the same rank in all units to which they are assigned.

7. Joint appointees will submit the same Faculty Workload Report (FWR) and annual Faculty Workload Plan (FWP) to the chairs of the primary unit and the secondary unit. Both unit heads should sign the FWR and the FWP. If recruiting for a joint appointment, the primary and secondary units will be represented on the search committee.

8. The joint appointment will be reviewed periodically and is subject to renewal or termination at will by either the primary unit or secondary unit effective no earlier than the end of the semester. If the joint appointment is terminated or not renewed, the faculty appointment will revert to the primary unit. A faculty member whose joint appointment was either terminated or not renewed shall be able to use the complaint procedure (Section 4.2.18) by filing a complaint with the Dean of the primary unit. For tenure-track faculty, the appointment may not extend beyond the current contract length with the primary unit nor, unless an exception is approved by the Provost/Executive Vice President for Academic Affairs, will be more than 50% of the joint appointment be in the secondary unit.

REGULAR FACULTY RANK

BOT 4.2.5

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.5 Regular Faculty Rank

1. Except for librarians, regular faculty appointments within the University are made in one of the following ranks: Professor, Associate Professor, Assistant Professor, or Instructor. The nature of the accepted terminal degree for any given program is to be decided by the Dean in consultation with the unit offering that program. Refer to Section 4.2.9.1 for evaluation criteria for all full-and part-time faculty as defined in Section 4.2.1 and above.

   Instructor. A person who does not possess a terminal degree and has limited teaching experience.

   Assistant Professor. This is the usual entry-level appointment for a person with a terminal degree and little teaching experience or others without a terminal degree but with appropriate teaching or professional experience. To be considered for promotion to Assistant Professor, an Instructor should have appropriate credentials and prove to be an effective teacher.

   Associate Professor. Appointment at the Associate level is ordinarily contingent upon a terminal degree, demonstrated competence and experience in teaching at the University level, and recognized scholarly achievements. To be promoted to Associate, an Assistant Professor must display consistent teaching effectiveness, and should have earned the doctorate or appropriate terminal degree, except in extraordinary circumstances where the evidence demonstrates that the absence of the degree does not inhibit the faculty member's professional standing and performance. In addition, the person should have achieved professional recognition through scholarship or creative activity; show evidence of professional development; and have made appropriate service contributions as specified by the unit standards. The extent of participation in these areas will be affected by a variety of factors, including the stage of the faculty member's career and the program objectives of the unit, College, and University. Ordinarily, at least five full time equivalent years at the rank of Assistant Professor must be completed before an Assistant Professor may be considered for promotion to Associate Professor. The five-year requirement includes any allowance for prior service. (See Section 4.2.8.4 for early tenure/promotion criteria.)

   Professor. Only distinguished scholars and professionals will qualify for initial appointment as Professor. To be promoted to Professor, an Associate Professor must display consistent excellence in teaching and should have earned the doctorate or appropriate terminal degree except in extraordinary circumstances where the evidence demonstrates that the absence of the doctorate does not inhibit the faculty member's professional standing and performance. In addition, the person should have achieved acknowledged professional recognition through scholarship or creative activity; have demonstrated professional development; and have provided vital appropriate service contributions as specified by the unit standards. The extent of faculty member's contribution in these areas will be affected by a variety of factors, including the stage of the faculty member's career and the program objectives of the University, College and unit. Ordinarily, at least six (6) full-time equivalent years at the rank of Associate Professor must be completed before an Associate Professor may submit materials for review to be considered for promotion to Professor. The six-year requirement includes any allowance for prior service. (See Section 4.2.8.4 for early tenure/promotion criteria.) Seniority alone shall not be sufficient for promotion.

2. **Librarian**. Professional Librarians possessing the appropriate terminal degree. For librarians, regular faculty appointments within the University are made in one of the following ranks: Senior, Associate, Assistant, or Instructor. The terminal degree for librarians normally shall be the Master's Degree from a program accredited by the American Library Association (ALA) or from a program in a country with a formal accreditation process as identified by ALA. Refer to Section 4.2.9.2 for evaluation criteria for all full-and part-time faculty as defined in Section 4.2.1 and above.

   Instructor Librarian. A person who possesses the terminal degree but has no professional experience in academic or research libraries.

   Assistant Librarian. This is the usual entry-level appointment for a person with the terminal degree and minimal professional experience in academic or research libraries. To be considered for promotion to Assistant Librarian, an Instructor Librarian should prove to be an effective academic librarian. Ordinarily, at least three full-time equivalent years at the rank of Instructor Librarian are required before an Instructor Librarian is considered for promotion to Assistant Librarian. The three-year requirement includes any allowance for prior service.

   Associate Librarian. Appointments to Associate Librarian are ordinarily contingent upon demonstrated competence and experience as a librarian at the University level and on professional achievement. To be promoted to Associate Librarian, an Assistant Librarian must display consistent professional effectiveness. In addition, the person

should show evidence of professional development and have made appropriate service contributions as specified by the unit standards. The extent of the faculty member's contribution in these areas will be affected by a variety of factors, including the stage of the faculty member's career and the program objectives of the University. Ordinarily, at least five full-time equivalent years at the rank of Assistant Librarian are required before an Assistant Librarian is considered for promotion to Associate Librarian. The five-year requirement includes any allowance for prior service. (See Section 4.2.8.4 for early tenure/promotion criteria.)

Senior Librarian. Only distinguished professional librarians will qualify for initial appointment as Senior Librarian. To be promoted to Senior Librarian, an Associate Librarian must display consistent excellence in academic librarianship. In addition, the person should have consistently demonstrated excellence in creative activity or scholarship in the profession, show professional development, and have made vital service contributions as specified by the unit standards. The extent of the faculty member's contribution in these areas will be affected by a variety of factors, including the stage of the faculty member's career and the program objectives of the University. Ordinarily, at least six (6) full-time equivalent years at the rank of Associate Librarian must be completed before an Associate Librarian is considered for promotion to Senior Librarian. The six-year requirement includes any allowance for prior service. (See Section 4.2.8.4 for early tenure/promotion criteria.) Seniority alone shall not be sufficient for promotion.

REGULAR FACULTY INITIAL APPOINTMENT

BOT 4.2.6

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.6 Initial Appointment

Normally, new regular faculty appointed to a tenure track position shall be on probation. The initial probationary appointment may be awarded for three or four years, subject to renewal except as indicated below. All terms and conditions of appointment not specifically covered in these policies will be covered in the initial letter of appointment.

When a candidate who is pursuing an appropriate doctorate and has attained all-but-dissertation status (ABD) is hired as a tenure-track faculty member in a position for which the doctorate is required, that person will be hired at the rank of Instructor or Assistant Professor. The initial appointment will be for two (2) years and will be extended for an additional two (2) years upon completion of the degree as provided in this paragraph. The faculty member will have three semesters, not counting Spring/Summer, to produce an official transcript showing that the degree has been completed. Absent proof, the fourth semester, not counting Spring/Summer, will be the terminal semester.

If the person is hired at Instructor rank, his/her status will be changed to Assistant Professor as soon as an official transcript showing attainment of the degree is presented. Time spent at the Instructor rank will count towards tenure and promotion. While at ABD status, the teaching load shall not be more than 18 hours per year for a nine-month faculty member or 24 hours per year for a 12-month faculty member. Any exceptions to this Section 4.2.6 must be approved by the Provost.

REGULAR FACULTY PROBATIONARY APPOINTMENTS

BOT 4.2.7

Date of Last Update:
August 10, 2026

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.7 Probationary Appointments

The probationary appointment review is conducted to allow the unit, College, and University to formally assess the probationary faculty member’s performance as they progress towards tenure and, when applicable, to offer guidance for the future tenure review.

A regular faculty member's total probationary period shall not exceed seven (7) full-time equivalent years of continuing appointment (not including unpaid leaves) at the University. In consultation with the unit head, the appointing officer may give an allowance for up to three (3) full-time equivalent years of service of an academic nature in other institutions of higher learning at the rank of Assistant Professor/Librarian or higher, or full-time service as a visiting faculty member at the rank of Assistant Professor or higher at the University. In extraordinary situations, such as when a faculty member has earned tenure or an equivalent status at another institution, an allowance for a fourth year may be given, or, with the approval of the Provost, a faculty member may be hired with tenure (see BOT 4.2.8).

If one (1) year of prior service allowance is given, the first probationary appointment will be for three (3) years and the contract renewal review will take place in the second year of the initial 3-year contract. If the contract renewal is successful for a 2-year contract, the tenure review will take place in the fifth appointment year unless extended per Section 4.2.7.2.

If two (2) years of prior service allowance is given, the first probationary appointment will be for three (3) years and the contract renewal review will take place in the second year of the initial 3-year contract. If the contract renewal is successful, the tenure review will take place in the fourth appointment year unless extended per Section 4.2.7.2.

If three (3) years of prior service allowance is given, the probationary appointment will be for four (4) years. The tenure review will be the only formal review and will take place in the third appointment year unless extended per Section 4.2.7.2. However, at the time of appointment, if the candidate requests and the dean approves, a pre-tenure review will take place in the second year of the initial 4-year contract

See table below.

The exact number of years equated toward the probationary period will be stipulated in writing as a part of the appointment process. Years granted for prior service count towards promotion eligibility. Years granted for prior service affect sabbatical eligibility as described in Section 4.2.25. Previous work in Teaching/Professional Effectiveness, Scholarly/Creative Activity, and Service may count toward tenure and promotion at GVSU, provided that the work is explicitly noted in the appointment letter and that the work is consistent with unit and college personnel criteria. A statement indicating the period of evaluation for tenure or toward promotion to the rank of Associate Professor/Librarian or Professor/Senior Librarian, consistent with BOT 4.2.5 and 4.2.10, shall appear in the appointment letter.

If allowance for previous service is stipulated, it shall not subsequently be changed, rescinded or revoked. Notwithstanding any other provision of the Board of Trustees' Policies, a regular faculty member's probationary period shall not be extended once it is established.

If allowance for prior service is not granted, a faculty member will be appointed for an initial four (4) year period and the first formal review for this appointment will occur in the winter semester of the third year. If the first formal review is successful, the faculty member will be eligible for a three (3) year renewal appointment.

The second formal review occurs during the winter semester of the sixth year of the probationary period. The second formal review will be the tenure decision.

In the event allowance for prior service was not granted, if the first formal review is not successful, the fourth year of the probationary appointment will be honored as a terminal year. In the event allowance for prior service was not granted, if the second formal review, occurring in the sixth year, is not successful, the seventh year of probationary period will be honored as a terminal year.

If allowance for prior service is granted by the Dean as provided above, the Dean's appointment letter shall address the length of the initial appointment and the review cycle for a formal review and tenure review.

If an initial contract begins winter or spring/summer semester, then the probationary period will begin the subsequent fall semester, and the length of the initial contract is extended (See Section 4.2.10.4.1).

Notwithstanding the foregoing in Section 4.2.7, by March 30 of the academic year during which the probationary faculty member's formal review is not being conducted pursuant to Section 4.2.10 (typically, the first, second, fourth, or fifth year), the Dean may direct or the unit may vote that a contract review take place during the first half of the fall semester of the following academic year. The written notice to the faculty member of the review must include an explanation for the review and a statement that in the event of an unsatisfactory review, the review year will be the terminal year. Other than being conducted during the fall semester, such a review will follow the procedures for a normally timed contract renewal as called for in Section 4.2.10, with the unit and the College Personnel Committee voting to either recommend or not recommend early termination to the Dean.

If the probationary faculty member's contract is terminated, the review year will be the terminal year.

4.2.7.1 Renewal Of Probationary Appointments. The review of a faculty member's probationary appointment will result in a three-year renewal, a two-year renewal, a one-year renewal, or a non-renewal. Appointment renewals for regular faculty on probationary appointments normally will be for a period of three (3) years. A three-year renewal indicates the faculty member is meeting established criteria. A one or two-year renewal may indicate that the faculty member has performance problems that normally impede progress towards tenure. A renewal for less than three years may be recommended if:

A. The faculty member's Unit recommends a one (1) or two (2) year renewal, and the recommendation is accepted by the College Personnel Committee;

B.The College's Personnel Committee recommends a one (1) or two (2) year renewal, and the recommendation is accepted by the Dean;

C.The Dean recommends a one (1) or two (2) year contract and gives the College's Personnel Committee the reasons for such action;

D.The Provost decides on a one (1) or two (2) year contract and gives the Dean and College's Personnel Committee the reasons for such actions;

A one or two-year renewal may also be recommended if:

A.The three (3) or two (2) year period extends beyond the regular faculty member's total probationary period;

B.The regular faculty member does not have the accepted terminal degree in the discipline.

A non-renewal of the probationary appointment indicates that the faculty member's performance to date does not warrant future consideration.

4.2.7.2. Extending Probationary Appointments by Pausing the Tenure Clock. A faculty member may request an extension of the probationary period by pausing the tenure clock so that they may withdraw from teaching, work part-time or continue to work full-time while attending to other commitments. The pausing of the tenure clock will not be held against the faculty member in regards to any upcoming personnel reviews. A request for an extension may be submitted regardless of pay status; i.e. full pay or full or partial unpaid leave of absence. A request must be made in writing to the Dean after consultation with the faculty member's unit head. The Dean may approve a request for a maximum of two (2) years in total during the probationary period. Approval of the request will result in postponement of the time period of a contract renewal and/or tenure review and the new review date will be stipulated in the Dean's approval letter. Unless mutually agreed to by the faculty member and the Dean, the new review shall take place during the winter semester following the schedule of Section 4.2.10.4. Following is the list of circumstances under which a faculty member may be approved for an extension of the probationary period:

A. Faculty member's significant health issue, illness or injury;

B.The birth or adoption of a child (available to both mother, father and household member);

C. Substantial care giving responsibility for a person residing in the household or someone listed in Section 4.2.30.3;

D. Military service obligation;

E. Current immigration status does not permit tenure;

F. Unforeseen and significant disruption that is outside the control of the faculty member and is directly related to an area of evaluation criteria for contract renewal or tenure as stated in Section 4.2.9;

G. Changes in appointment to either part-time work or administrative assignment; or

H. An unpaid leave of absence pursuant to Section 4.2.30.5.

IMAGES

	Year 1 at GVSU		Year 2 at GVSU		Year 3 at GVSU		Year 4 at GVSU		Year 5 at GVSU		Year 6 at GVSU		Year 7 at GVSU	
Years Towards Tenure & Promotion	**Fall**	**Winter**	**Fall**	**Winter**	**Fall**	**Winter**	**Fall**	**Winter**	**Fall**	**Winter**	**Fall**	**Winter**	**Fall**	**Winter**
No Years						Contract Renewal						**Tenure Review**		
One Year				Contract Renewal						**Tenure Review**				
Two Years				Contract Renewal				**Tenure Review**						
Three Years				***Optional Review***		**Tenure Review**								
Four Years				**Tenure Review**										

	Initial Contract (3 or 4 years)
	Second Contract (2 or 3 years)

REGULAR FACULTY ACADEMIC TENURE

BOT 4.2.8

Date of Last Update:
June 23, 2023

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.8 Academic Tenure.

1. **Statement of Principle.** The granting of tenure marks the end of a regular faculty member's period of probation and the beginning of a continuous appointment. The primary purpose of tenure is the safeguarding of academic freedom, although it is also recognized that tenure offers a degree of economic security which allows the University to attract and maintain a faculty of high ability and, hence, to strengthen the excellence of its programs and its overall academic quality.

2. Regular faculty with academic tenure may be removed from their appointments only through the terms and procedures described below for Dismissal for Adequate Cause (see Section 4.2.13.1) or Reduction in Force (Section 4.2.15).

3. **Standards and Criteria for Tenure.** Tenure involves the long-range commitment of the University to an individual faculty member and of faculty colleagues to each other. All decisions regarding the granting of tenure will necessarily entail judgments about both the present level of a faculty member's accomplishment and performance and the prospect of its continuation into the future.

   To be awarded tenure, the candidate must have a documented record of consistent teaching effectiveness (for librarians, consistent professional effectiveness), professional recognition through scholarship or creative activity; professional development, and contributions to the unit, College, University and community. In addition, the candidate should have earned the doctorate or appropriate terminal degree, except in extraordinary circumstances where the evidence demonstrates that the absence of the degree does not inhibit the faculty member's professional standing and performance.

   A candidate at the rank of associate professor must meet the standards and criteria for that rank to be awarded tenure (see Section 4.2.5.1). A candidate at the rank of full professor must meet the standards and criteria for that rank to be awarded tenure (see Section 4.2.5.1).

4. **Early Tenure and/or Promotion**. A faculty member may request, in writing to the Dean, that they be considered by their unit for early tenure and/or promotion (see Section 4.2.10.3). To be awarded early tenure and/or promotion, a faculty member must demonstrate that they have exceeded the expectations in all three areas of evaluation (see Section 4.2.9.1), as defined by unit and College criteria. For early promotion to full professor/senior librarian, the relevant period of time for the materials included in the application shall be the time since the first day of classes in the fall semester of the academic year, not the calendar year, in which the application to associate professor/associate librarian was submitted. Candidates for early promotion to full professor/senior librarian are not required to include items from the aforementioned fall semester in their application; any items included in the application for promotion to associate professor/associate librarian are ineligible for inclusion

in the application for full professor/senior librarian. (The time period described in BOT 4.2.10.5 does not apply for early promotion to full professor/senior librarian.)

REGULAR FACULTY AREAS OF EVALUATION FOR RENEWAL OF PROBATIONARY APPOINTMENTS, PROMOTION, TENURE, AND PERIODIC PERFORMANCE REVIEWS

BOT 4.2.9

Date of Last Update:
February 18, 2022

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.9 Areas of Evaluation for Renewal of Probationary Appointments, Promotion, Tenure, and Periodic Performance Reviews.

1. College Regular Faculty. The individual College's Personnel Committee will use the evaluation criteria indicated in this section in arriving at its recommendations. All regular faculty, whether full- or part-time, shall be evaluated on the same criteria and shall be expected to demonstrate that they meet the level of performance consistent with the expectations of their rank. In these personnel actions, except Dismissal for Adequate Cause, the burden of proving that their performance warrants the personnel action under consideration rests with the regular faculty member to be reviewed. It is the University's responsibility to process the requested personnel action. Each of the criteria listed below must be demonstrated to some degree, but teaching is regarded as the most important. It is essential that regular faculty review be thorough, fair and in accord with clearly stated standards and criteria (Section 4.2.9) and procedures (Section 4. 2.10). Faculty reviews should promote a culture of continuous improvement.

A. Effective Teaching. Effective teaching facilitates student learning and includes, but is not limited to, knowledge of the field taught, classroom and mentoring performance, and communication and human relations skills. Faculty members teach effectively by challenging and engaging students, by supporting their academic and professional growth, and by establishing and maintaining high academic standards. They address in their courses relevant knowledge together with intellectual and practical skills pertinent to the discipline or profession. They use appropriate pedagogies and relevant assessments of student learning. They contribute to revising or developing courses and curricula as needed by their units. Effective teaching must be documented by: a) self-evaluation, b) peer evaluation, and c) student evaluations.

B. Scholarly/Creative Activity. Within a normal full-time load, all regular faculty are expected to engage in scholarship or creative activity. The University welcomes the scholarship of discovery, the scholarship of integration, the scholarship of application, and the scholarship of teaching (as conceptualized by Boyer, 1990). All of these forms are valued in determinations for promotion and tenure. The University uses the following three categories to describe scholarship/creative activities1)advancement of knowledge/creative activity, 2) scholarly engagement, and 3) professional development.

C. Service to the Institution, the Profession, and the Community. A faculty workload includes service to the institution, and/or the profession, and/or the community. Each unit/college will write standards that describe how much and what type(s) of service is required for each rank and for tenure, promotion, and annual review. It is the responsibility of each faculty member to describe the nature of the service and the time commitment involved.

Each College and unit must establish its own standards and criteria for evaluation at each rank and tenure. College standards and criteria may be more specific than University standards and criteria, but may not contradict or conflict with them. Unit standards and criteria may be more specific than College standards and criteria, but may not contradict or conflict with them or the University standards and criteria. Each candidate for a personnel action must include a copy of their unit standards and criteria in the portfolio, or in the alternative, written acknowledgment of the unit guidelines that are being applied.

For both College and unit, after approval by the Dean, these standards and criteria must be submitted to the University Personnel Review Committee (UPRC), who will provide advice to the Provost/Executive Vice President for Academic Affairs. Final approval is decided by the Provost/Executive Vice President for Academic Affairs.

It is recognized that the relative importance of any of the professional achievement and service criteria may vary depending upon a variety of factors including the stage of the regular faculty member's career, the purpose of the evaluation, and the program objectives of the unit, College, and University.

2. Library Regular Faculty. The University Libraries' Personnel Committee will use the evaluation criteria indicated in this section in arriving at its recommendations. All regular library faculty, whether full- or part-time, shall be evaluated on the same criteria and be expected to demonstrate that they meet the level of performance consistent with the expectations of their rank. In these personnel actions, except Dismissal for Adequate Cause, the burden of proving that their performance warrants the personnel action under consideration rests with the regular faculty member to be reviewed. It is the University's responsibility to process the requested personnel action. Each of the criteria listed below must be demonstrated to some degree. Professional effectiveness is regarded as most important. Faculty reviews should promote a culture of continuous improvement.

A. Professional Effectiveness. This includes, but is not limited to, knowledge of library and information science; performance in reference service, collection development, and bibliographic organization and control; communication skills; human relations skills; evaluation skills; and teaching, although not necessarily in a classroom situation. Evaluation of such activities will be on the basis of the judgment of colleagues and/or those who are instructed or served.

B. Scholarly/Creative Achievement. All regular library faculty are expected to engage in scholarship or creative activity. The University welcomes the scholarship of discovery, the scholarship of integration, the scholarship of application, and the scholarship of teaching (as conceptualized by Boyer, 1990). All of these forms are valued indetermination for promotion and tenure. The University uses the following three categories to describe scholarship/creative activities: 1)advancement of knowledge/creative activity, 2) scholarly engagement, and 3) professional development.

C. Service to Unit, University, and the Profession/Community. A faculty workload includes service to the institution, and/or the profession, and/or the community. Each unit/University Libraries will write standards that describe how much and what type(s) of service is required for each rank and for tenure, promotion, and annual review. The University Libraries will determine the types of community/professional service most appropriate to its specific mission and program objectives. It is the responsibility of each faculty member to describe the nature of the service and the time commitment involved.

The University Libraries must establish its own standards and criteria for evaluation at each rank and tenure. The University Libraries' standards and criteria may be more specific than University standards and criteria, but may not contradict or conflict with them. Each candidate for a personnel action must include a copy of the University Libraries'standards and criteria in the portfolio, or in the alternative, written acknowledgment of the approval date of the University Libraries'guidelines that are being applied.

After approval by the Dean, these standards and criteria must be submitted to the University Personnel Review Committee (UPRC), who will provide advice to the Provost/Executive Vice President for Academic Affairs. Final approval is decided by the Provost/Executive Vice President for Academic Affairs.

FOOTNOTES

(1) The term "library" wherever it appears in Section 2 represents the totality of "University Libraries."

PROCEDURES FOR REGULAR FACULTY APPOINTMENT RENEWAL, PROMOTION, TENURE, AND DISMISSAL FOR ADEQUATE CAUSE.

BOT 4.2.10

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- Board of Trustees

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Office of General Counsel

POLICY STATEMENT

4.2.10 Procedures for Regular Faculty Appointment Renewal, Promotion, Tenure, and Dismissal for Adequate Cause

4.2.10.1 College/University Libraries Personnel Committee

4.2.10.2 College/University Libraries Personnel Committees Composition

4.2.10.3 Initiation of Reviews

4.2.10.4 Schedule for Personnel Actions

4.2.10.5 Unit Notification and Candidate Materials

4.2.10.6 Individual Unit Procedures

4.2.10.7 Unit Personnel Actions

4.2.10.8 College's Personnel Committee Action

4.2.10.9 Dean's Personnel Actions

4.2.10.10 Provost's Personnel Decisions

4.2.10 Procedures for Regular Faculty Appointment Renewal, Promotion, Tenure, and Dismissal for Adequate Cause.

4.2.10.1 College/University Libraries Personnel Committee. Each College and University Libraries will establish a Personnel Committee to recommend action concerning regular faculty appointment renewals, promotion, tenure, and periodic performance reviews within the separate College or University Libraries. The Committees recommend to their respective Deans and shall not adopt policies or procedures contrary to the procedures contained in Section 4.2.1 of the Board Policies. Pursuant to Section 4.2.13, the Dean can initiate review of a case by the College/University Libraries Personnel Committee regarding Dismissal for Adequate Cause.

4.2.10.2 College/University Libraries Personnel Committees Composition. All regular faculty members (Section 4.2.1) will be eligible to vote for members to serve on their respective College/University Libraries Personnel Committee. Each fall semester, each College or the University Libraries shall decide if the Dean or, in the alternative as designated by the Dean, the Associate Dean, will attend as an ex-officio, non-voting member of the College/University Libraries Personnel Committee and the results of the decision shall be reported to the Chair of the University Academic Senate.

The Personnel Committee of the Colleges and University Libraries will be composed of a minimum of five tenured faculty members with not more than two (2) voting faculty members being from the same school/department/program in the College/ College/University Libraries as the candidate.

A. Composition.

Within Colleges/University Libraries. The Personnel Committees of the Colleges and the University Libraries shall be composed as follows:

College of Liberal Arts and Sciences: The Personnel Committee shall be composed of twelve (12) elected members of the College. There may be no more than one (1) elected Committee member from any one (1) unit in the College. One third of the membership will be elected at the end of each academic year for a term of three (3) years.

Seidman College of Business: The Personnel Committee shall be composed of five (5) faculty members elected by the faculty, one from each department, excluding chairpersons. Personnel Committee members are elected for staggered two-year terms.

College of Computing: The Personnel Committee shall be composed of six (6) tenured faculty members elected by the regular faculty, two (2) from the Department of Computer Science, two (2) from the Department of Information Sciences and Technologies, and two (2) at-large. There can be a maximum of three (3) members from one academic unit. The voting members for any personnel action are as follows:

1. Candidate is from the Department of Computer Science: The two (2) members from the Department of Information Sciences and Technologies, the two (2) members from the Department of Computer Science, and all at-large members not from the Department of Computer Science.

2. Candidate is from the Department of Information Sciences and Technologies: The two (2) members from the Department of Computer Science, the two (2) members from the Department of Information Sciences and Technologies, and all at-large members not from the Department of Information Sciences and Technologies.

College of Education and Community Innovation: The Personnel Committee shall be composed of seven (7) voting members. Membership of the CPC will

consist of six (6) regular, tenured faculty members, to include one representative from each College of Education and Community Innovation unit. Representatives should be nominated and elected within each unit to ensure equal representation across the College. One (1) additional tenured faculty member will be elected by the College to serve as an inclusion advocate.Nominations for the inclusion advocate representative position may occur either by colleagues, or self-nomination. The nominee(s) for the inclusion advocate representative will be responsible to identify and share any/all inclusion-focused interest, training, background, and/or expertise in support of their nomination.

Padnos College of Engineering: The Personnel Committee shall be composed of one (1) elected tenured, Associate or Full Professor from each unit (Mechanical and Manufacturing Engineering, Electrical and Computing Engineering, Integrated Engineering) and two (2) at-large representatives. No more than two (2) representatives may come from the same unit. The chair of the committee will be elected from the elected members, by the tenure-track faculty of the college. Curriculum committee chairs are eligible to serve on the College Personnel Committee, but unit heads are not.

College of Health Professions: The Personnel Committee shall be composed of one (1) tenured faculty member from each department and three (3) tenured faculty members from the School of Interdisciplinary Health. Each department/school will elect their faculty representative(s). Faculty Council of the College, in consultation with the Dean, may select an additional faculty member to serve as an inclusion advocate, who serves ex-officio and without the right to vote. The voting members for any personnel action are the members who are not from the department/school of the faculty member being considered. If a department/school does not have a faculty member meeting the qualifications for the College Personnel Committee, eligible faculty will be determined by the Provost/Executive Vice President for Academic Affairs in consultation with the Dean of the College and then elected by a College vote. No member shall serve more than two (2) consecutive three-year terms (6 years).

Brooks College of Interdisciplinary Studies: The Personnel Committee shall be composed of three (3) internal and two (2) external tenured faculty elected by the eligible voters. External members are elected from a slate approved by the Provost/Executive Vice President for Academic Affairs and developed in consultation with the Dean of Brooks College and the Brooks College Faculty Council. Faculty Council of the College, in consultation with the Dean, may elect an additional faculty member to serve as an inclusion advocate, who serves *ex officio* and without the right to vote.

Kirkhof College of Nursing: The Personnel Committee shall be composed of a minimum of five (5) faculty members with a majority of members elected by the faculty from a slate provided by the Provost/Executive Vice President for Academic Affairs from appropriate disciplines outside the College to be determined by the Provost/Executive Vice President for Academic Affairs in consultation with the Dean of the College and less than a majority of the Personnel Committee elected from the faculty in the College. Members shall be elected for a term of three (3) years and can serve on the Committee for a maximum of two (2) consecutive terms (6 years).

University Libraries: The Personnel Committee shall be composed of a minimum of five (5) faculty members a majority of members elected by the University Libraries faculty from a slate provided by the Provost/Executive Vice President for Academic Affairs from appropriate disciplines to be determined by the Provost/Executive Vice President for Academic Affairs in consultation with the Dean of that College and less than a majority of the Personnel Committee elected from the faculty in the College.

Conflict of Interest. A Committee member may be excused from a particular decision making process should there be a conflict of interest. The Chair of the College Personnel Committee, in consultation with the Dean, shall determine if a conflict of interest exists. If it is asserted that the Chair of the College Personnel Committee has a conflict of interest, the Chair of the Executive Committee of the Senate, in consultation with the Chair of the College Personnel Committee and the Dean, shall determine if a conflict of interest exists. However, the fact that a Committee member is from the same unit as the regular faculty member being reviewed is not per se a conflict of interest.

Committee Chair and Other Issues. Other issues pertaining to the committee membership and the selection of a chair will be determined by the respective Colleges.

B. Personnel Committee Meetings. Electronic or Mechanical recording is not permitted at any time during Personnel Committee meetings. However, minutes shall be taken and include: any vote taken, the numerical results of all votes, date, time, place of the meeting, and names of who were in attendance. The following must be present and vote on the personnel action in order to constitute a recommendation of the Personnel Committee: four when there are five members, four when there are six members, and five when there are seven members, or if more than seven members, then two-thirds (2/3rds) of the size of the Personnel Committee rounded up to the nearest whole number. (See Section 4.2.10.2.A for composition of a Personnel Committee.) The Dean or Associate Dean shall not be present during a public vote of the Personnel Committee. While proxy and absentee votes are not allowed, absent committee members may send their evaluations to all committee members. If the Personnel Committee is unable to carry out its responsibilities due to the absence of one committee member who misses three consecutive meetings, the Dean will be notified for the purpose of facilitating the designation of an appropriate replacement.

4.2.10.3 Initiation of Reviews. The Dean normally initiates actions to be considered by the College/University Libraries Personnel Committee based on review of their regular faculty members' status. For promotion and tenure, faculty members will ordinarily follow the timelines outlined in Sections 4.2.5 and 4.2.7. However, faculty members may request, in writing to the Dean, to be considered by their unit for promotion at any time or for early tenure (see Section 4.2.8.4 for early tenure/promotion criteria). This notification must take place at least two weeks before the Dean is scheduled to notify the unit of personnel actions for that semester (See Section 4.2.10.4 for the personnel schedule). A person being considered for early tenure and/or promotion may withdraw the request(s) for consideration at any time.

A. Reappointment. The Dean informs the unit head of the regular faculty in the unit requiring reappointment decisions and the options available.

B. Promotion. The unit head, Dean or any other member of the unit may initiate proceedings for consideration of promotion.

C. Tenure. The Dean is responsible for insuring that tenure is considered in the next to last possible year of the probationary period, but tenure consideration may be initiated by the unit head or any other member of a unit at other times.

D. Dismissal for Adequate Cause. Before making the decision to dismiss for adequate cause, the Dean is responsible for initiating proceedings to consider the case. (Section 4.2.13.1)

4.2.10.4 Schedule for Personnel Actions.

A. Initiation of Reviews. The following are dates by which the review process must begin.

1. **For All Reviews except Promotion to Professor.** Materials shall be submitted by the candidate to the unit by the first day of class in the Winter Semester for renewals, tenure, or promotion. For the renewal of an initial 1 year contract, the Dean shall determine the date of submission and notify the candidate. In the event of a mid-year appointment, the regular faculty member to be reviewed shall be placed on the next evaluation schedule as though their appointment had begun at the next fall semester. Any exceptions to these dates must be approved in advance by the Dean. For details on the timeline regarding the eligibility of materials

included in the application, see BOT 4.2.8.4

2. **Promotion to Full Professor.** All reviews for promotion to Professor shall take place in the fall semester. Materials shall be submitted by the candidate to the unit by the first day of class in the fall semester. The candidate shall notify the Dean of their intent to apply for promotion to Professor in writing by March 30. When a candidate for tenure is also requesting a promotion to full professor, the materials for both actions shall be submitted by the first day of class in the Fall semester and both reviews shall occur during the Fall semester. A decision is required by January 31. In the case of a favorable decision the promotion is effective with the start of the subsequent academic year. For details on the timeline regarding the eligibility of materials included in the application, see BOT 4.2.8.4

B. Notification of Personnel Actions. The following are the dates by which the Deans, or Provost in matters of renewal/non-renewal, promotion or tenure, must notify regular faculty in writing of appointment decisions.

1. Renewal/Non-Renewal. A decision is normally required by June 1.

2. Promotion. A decision is normally required by June 1 for all but promotion to Professor, which is normally required by January 31. In the case of favorable decisions, the promotion is effective with the start of the subsequent academic year.

3. Tenure. A decision is normally required by June 1. A favorable decision is effective with the start of the subsequent academic year.

4. Dismissal for Adequate Cause. In the event that the conference specified in Section 4.2.13.1 does not result in mutual agreement, the College/University Libraries Personnel Committee shall be convened within ten (10) days. A written recommendation of the Committee shall be forwarded to the appointee and the Dean only after a complete review of the case and within 60 days.

4.2.10.5 Unit Notification and Candidate Materials.

The Dean will notify regular faculty of the unit of all pending personnel actions at the same time the candidate is notified. While no limit is placed on the material submitted by a candidate, the amount of materials should be tailored to the action under consideration. The Unit Head or Designate will make available to the unit regular faculty, including the candidate, copies of the candidate's teaching evaluations and any relevant information other than that supplied by the candidate.

The candidate shall prepare materials containing relevant information for the action under consideration for review by the unit regular faculty. This information includes, but is not limited to, the following.

A. A current vita of the candidate.

B. Copy of the candidate's appointment letter. The candidate may choose to redact salary, start-up package information, and contact information.

C. A personal statement that contains a self-assessment of the candidate's performance as a unit regular faculty member at the university in each of the evaluation criteria.

D. Examples of the relevant work of the candidate that supports B).

E. Faculty Workload Report (FWR), Faculty Workload Plan (FWP), and written performance summaries from the Faculty Annual Salary Adjustment Program for the period relevant to the action under consideration. For probationary faculty, the relevant period shall be the time served as a tenure track faculty member. For tenured faculty, the relevant period shall be the previous six (6) years at the University or the length of service as a tenured and tenure track faculty member normally not to exceed a total of six (6) years. In extenuating circumstances (for example, implementation of the Family Medical Leave Act, other approved leaves, or an "unforeseen and significant disruption" as referenced in BOT 4.2.7.2.F), the candidate for full professor/senior librarian may request permission from the Dean to extend the eligible time period to eight (8) years. In this latter case, the candidate will choose six (6) consecutive or non-consecutive years of activity from these eight (8) years to submit in the portfolio.

4.2.10.6 Individual Unit Procedures.

Each individual unit shall conduct its personnel actions according to the procedures in Section 4.2.10.7. A Designate shall carry out the Unit Head's responsibilities in cases where the Unit Head is either under consideration for a personnel action or the Unit Head is unable to serve. A unit can, in circumstances where it is impractical to carry out the procedure described, create a Unit Personnel Committee to act on personnel matters but the Unit Personnel Committee must comply with the procedures outlined in Section 4.2.10.7 and the recommendation of the Unit Personnel Committee must be voted on by the unit in accordance to the procedures of Section 4.2.10.7.B. A unit proposing a Unit Personnel Committee shall make a proposal to its College Personnel Committee for its review, which then forwards its recommendation to the Dean and to the University Academic Senate. The Dean and the University Academic Senate shall each make a recommendation to the Provost/Vice President who will make the decision and communicate it to the Dean, the Chair of the University Academic Senate, the Chair of the College Library Personnel Committee and Unit Head of the unit requesting the creation of a Unit Personnel Committee. In the event a unit is restructured, it shall not convene a Unit Personnel Committee unless the unit has submitted a new proposal for a Unit Personnel Committee and the proposal has been approved according to the above procedures.

A. Conflict of Interest. For purposes of Section 4.2.10.6 and 4.2.10.7, unit regular faculty members who have a Conflict of Interest with a candidate under consideration for a personnel action shall be completely excused from all aspects of involvement and participation in the unit procedures as it relates to the candidate for which there is a Conflict of Interest. Should a question arise as to whether there is a Conflict of Interest, the Dean of the College/Library shall make the final determination. A Conflict of Interest includes, but is not limited to, one or more of the following:

1. A familial relationship, including Household Member and their dependents, with the candidate;
2. A financial or business relationship exists with the candidate outside of the University; or
3. Unit regular faculty members who are in their terminal year of employment due to non-renewal of a contract or denial of tenure.

4.2.10.7 Unit Personnel Actions.

A. Review of Candidate Materials and Preparation of Unit Discussion Agenda. All unit regular faculty will be notified of the access to the materials pertaining to the candidate for the personnel action under consideration. The Unit Head or Designate will prepare an agenda before the unit meeting identifying the matters for discussion at the unit meeting concerning the candidate's achievements as well as questions, issues, and concerns under the criteria identified in Section 4.2.9. When the candidate is a joint appointee as defined by Section 4.2.4.1, the agenda will include discussion of performance in the secondary unit. In advance of the meeting, this agenda shall be made available for review by the candidate and the unit regular faculty who may then comment and propose revisions to the agenda before the discussion begins. The Unit Head or Designate may amend the agenda based upon input from the candidate and unit regular faculty and must provide any amended agenda to the candidate for review before the unit discussion begins. If an agenda is revised, the original form(s) of the agenda shall be maintained in the Unit Head's or Designate's files.

B. Unit Meeting and Unit Vote. The Unit Head or Designate will call a unit meeting for the purpose of addressing the personnel actions under consideration. Only unit regular faculty may attend and participate in the meeting. A faculty member on sabbatical can attend and vote at personnel meetings. Attendance is not required or expected, and the faculty member's absence will not affect the vote count. When the candidate is a joint appointee as defined by section 4.2.4.1, a representative from the secondary department or program is strongly encouraged to attend and participate in the discussion part of the unit meeting. The candidate being reviewed shall participate in the discussion part of the meeting unless the candidate waives the opportunity to participate by signing a waiver.

Audio or videotape or other type of mechanical or electronic recording is not permitted during this meeting. However minutes shall be taken and shall include the date, time, place of the unit discussion, names of those who were in attendance, and the results of the unit vote. The minutes will also have the candidate's waiver attached if the candidate has waived participation in the meeting.

Unit meetings will be conducted in person unless the Dean, after consultation with their faculty governance body, decides to approve the use of technology for synchronous, remote meetings. Unit meetings with some faculty in person and some remote are not allowed. The Dean's decision will be announced by June 1 prior to the start of the academic year and binds all units in the college/libraries for the next academic year. If a college/libraries unit meeting is scheduled to be in person for personnel actions, the Dean, after consultation with the Provost, can approve individual exceptions to this. The Provost may establish and publish protocols for synchronous remote meetings.

This meeting will begin with a unit discussion on the personnel action under consideration. This discussion will provide an opportunity for questions, exchanges of opinions, and discussion. At the conclusion of the unit discussion the candidate will leave the meeting room. The Unit Head or Designate will then summarize the discussion that has taken place. The unit regular faculty members may comment on the candidate's performance. This discussion should be limited to information and issues raised previously. If new information or issues are raised, the Unit Head or Designate, in their sole discretion, shall determine whether the new information or issues raised warrants the recalling of the candidate to the unit discussion to allow the candidate to respond.

Once the unit discussion has been completed, the unit will take a vote by secret ballot on the personnel action under consideration. In the case of promotion or tenure, the vote will be on a motion to recommend the action. In the case of contract renewal, the unit vote will be on a motion for renewal for three (3) years, two (2) years, or (1) year, consistent with the time limits outlined in Section 4.2.7 (Probationary Appointments). All tenured and tenure track regular faculty with at least two uninterrupted, full-time years of service may vote (except as provided by Section 4.2.7.2 - extension of the tenure clock). Faculty must be in attendance to vote. No proxy or absentee ballots will be accepted. A vote means a yea or nay vote with abstentions counted as non-votes.

At least two thirds of the members of the unit regular faculty must be present for a valid vote on a motion regarding a personnel action to be taken. For the purpose of determining the required quorum or majority, the count of the number of the members of the unit regular faculty will not include the candidate or those absent because they are on sabbatical or approved leave of absence, those tenure track, unit regular faculty who have not completed two (2) years of full-time, uninterrupted service as a unit regular faculty member, or those with a Conflict of Interest. To pass, the personnel vote must be carried by a majority of the members of the unit regular faculty eligible to vote unless they are on sabbatical or approved leave of absence, or those with a Conflict of Interest. If a vote does not obtain the required majority for any reason, this will be reflected in the minutes of the meeting, and the process will continue on to the College Personnel Committee.

C. Unit Recommendation. Following the unit discussion meeting, the unit regular faculty will be provided the opportunity to submit comments to Unit Head or Designate, using a form that is provided which sets forth the evaluation criteria contained in Section 4.2.9 providing reasons supporting or not supporting the unit vote under these criteria. Each member may also indicate on these post meeting comments whether the questions, issues, and concerns that they raised under the evaluation criteria with the Unit Head or Designate concerning the initial agenda were adequately reflected in the agenda used at the unit discussion meeting and whether the items on the agenda were adequately addressed at the unit discussion meeting. Forms that are unsigned will be destroyed and not used in this process.

The Unit Head or Designate will use the unit discussion and any such comments to prepare a draft unit recommendation report or, if necessary, call for further discussion. This draft report will comment on the candidate's performance in each of the evaluation areas. In matters of contract renewal, the written unit recommendation report should note both strong points of the candidate and opportunities for growth; these items will be revisited and discussed by the candidate and the department at the tenure decision. If this information does not appear in the faculty member's tenure portfolio, the unit head must insert the required information.

After the Unit Head or Designate has prepared the draft unit recommendation report, the Unit Head or Designate will provide a copy to the candidate and make a copy available for review for the unit regular faculty. Suggestions for changes must be submitted to the Unit Head or Designate within three (3) business days of the issuance of the draft report. Thereafter, the Unit Head or Designate shall issue the final unit recommendation report with a copy to the candidate and make a copy available for review by the unit regular faculty.

The Unit Head or Designate will then forward the final unit recommendation report to the Dean. The Unit Head or Designate will also forward to the Dean the unit discussion meeting agenda, minutes of the unit discussion meeting, copies of any post-meeting comments, the candidate's materials, and any other material provided by the Unit Head or Designate to the unit regular faculty for their review. The Dean will then forward the final unit recommendation report and the supporting material to the College Personnel Committee.

4.2.10.8 College's Personnel Committee Action.

A. Action in Cases of Reappointment, Tenure, or Promotion. The Committee uses all relevant information as the basis for its recommendation.

1. **Committee Accepts Unit Recommendation.** If a unit has recommended a personnel action pursuant to a valid vote of the unit, whether in favor or against a candidate, the Committee will normally be expected to accept the recommendation of the unit. In the event the Committee accepts the recommendation of the unit that is in favor of the candidate, a recommendation shall be made in writing to the Dean with a copy to the candidate and the Unit Head or Designate. If a candidate does not have the support of the members of the unit pursuant to a valid vote of the unit, the candidate in question will be given the opportunity to request information from the Committee about any materials used in the process. Regarding written comments, the Committee will ensure that these are provided without names attached and in such a way as to promote confidentiality. After this information is provided to the candidate, the candidate can choose to either stop the evaluation in the case of early tenure or promotion or the candidate may choose to submit a rebuttal in writing. If a candidate does not have the support of the Committee, the opportunity for a personal appearance before the Committee by the candidate shall be given. Only after such an opportunity is provided to the candidate, can such a negative recommendation become official and be sent to the Dean with a copy to the candidate and the Unit Head or Designate. In the event a unit regular faculty member being reviewed appears before the Committee, the candidate shall address the Committee on their own behalf and without an outside advocate or observer.
2. **Committee Does Not Accept Unit Recommendation.** If the Committee does not accept the unit recommendation and the Committee recommends a personnel action in favor of the candidate, the recommendation will be made in writing to the Dean with a copy to the candidate and the Unit Head or Designate. The written recommendation must include the rationale for not accepting the unit recommendation. If the Committee does not accept the unit recommendation and if the candidate does not have the support of the Committee, the opportunity for a personal appearance before the Committee by the candidate shall be given. Only after such an opportunity is given to the candidate, can such a negative recommendation become official. If the candidate appears before the Committee, the candidate shall address the Committee on their own behalf and without an outside advocate or observer. The recommendation of the Committee will be made in writing to the Dean with a copy to the candidate and the Unit Head or Designate. The written recommendation must include the rationale for not accepting the unit recommendatior
3. **No Valid Vote by Unit.** If there is not a valid unit vote, the Committee will evaluate all the materials provided to it by the Dean for the candidate under consideration. The Committee will then vote on a recommendation. A valid vote requires a simple majority of the Committee, calculated in the same fashion as for a unit vote. The Committee will notify the candidate and Unit Head or Designate of the result of this vote. If the candidate does not have the support of the Committee, the opportunity for a personal appearance before the Committee by the candidate shall be given. Only after such an opportunity is given to the

candidate, can such a negative recommendation become official. If the candidate appears before the Committee, the candidate shall address the Committee on their own behalf and without an outside advocate or observer. The recommendation of the Committee will be made in writing to the Dean with a copy to the candidate and the Unit Head or Designate.

4. **Subsequent Information.** If new information regarding a candidate is brought to the attention of the Committee that was not available to the unit during its discussion of the candidate, the Committee shall discuss the appropriateness of referring the matter back to the unit. In discussing whether to refer the matter back to the unit, the Committee shall consider whether it believes the new information is of such significance that the unit might change its recommendation and whether a referral back to the unit would delay the schedule as required by 4.2.10.4. In the event the matter is referred back to unit, the unit shall have no more than 7 calendar days from the date of the referral from the Committee to meet and take action, if any.

B. Action in Cases of Dismissal for Adequate Cause. The Committee will carefully observe that the burden of proof in all cases of dismissal for adequate cause lies with the institution. (See Section 4.2.13)

C. Reporting. The College/Library Personnel Committee shall provide the Dean with a written recommendation and rationale for each personnel action. The College/Library Personnel Committee shall hold one or more meetings with the Dean of the College/Library or his/her designee for the purpose of discussing its written recommendation and rationale regarding faculty personnel action(s). The Personnel Committee will issue an annual report to the College's or Library's regular faculty concerning its activities for the year. A copy of this report, along with any recommendations for changes or clarifications in this policy will be sent to the Chair of the Executive Committee of the Senate.

4.2.10.9 Dean's Personnel Actions.

A. Action in Cases of Reappointment, Tenure, or Promotion. In making personnel recommendations, the Dean will normally be expected to recommend in favor of the appointee if the appointee has the support of the College Personnel Committee. If the Dean supports the College Personnel Committee's recommendation, the Dean will simultaneously notify the Provost, the appointee, the unit, and the CPC in writing. If the Dean does not accept the recommendation of the College's Personnel Committee, the Dean will present the reasons in writing to the Provost, the appointee, the unit, and the Committee.

B. Action in Cases of Dismissal for Adequate Cause. If the Dean's decision is to accept a recommendation of the College Personnel Committee to dismiss for adequate cause, the Dean shall submit that decision in writing with rationale to the appointee.

C. Appeals. Appeals of the Dean's decision in matters of cases of dismissal for adequate cause are to be made according to the applicable grievance procedure.

D. Non-Renewals. In the event that the decision about an appointee's candidacy for reappointment or tenure will result in the non-renewal of employment, the Dean shall follow the process stated in Section 4.2.13.

E. Termination during the probationary period following an annual review. See Section 4.2.7

4.2.10.10 Provost's Personnel Decisions.

A. Action in Cases of Reappointment, Tenure, or Promotion.
In making personnel decisions, the Provost will normally be expected to recommend in favor of the appointee if the appointee has the support of the Dean. If, in any case, the Provost does not accept the recommendation of the Dean, the Provost will present the reasons in writing to the appointee, the unit, College Personnel Committee, and the Dean.

B. Appeals.
Appeals of the Provost's decision in cases of reappointment, tenure or promotion are to be made according to the applicable appeal procedure, Section 4.2.13.

C. Non-Renewals
In the event that the decision about an appointee's candidacy for reappointment or tenure will result in the non-renewal of employment, the Provost shall follow the process stated in Section 4.2.13

REGULAR FACULTY APPLICABILITY TO EXECUTIVE, ADMINISTRATIVE, AND PROFESSIONAL POSITIONS AND OTHER ADMINISTRATIVE ASSIGNMENTS.

BOT 4.2.11

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.11 Applicability to Executive, Administrative, and Professional Positions and other Administrative Assignments.

Faculty having positions covered by this Section 4.2 who accept an Executive, Administrative and Professional position or an administrative assignment as defined below are subject to the following:

1. Executive, Administrative and Professional positions that do not carry faculty rank:

A. These are full-time positions that do not require experience as a faculty member.

B. Faculty serving in an Executive, Administrative and Professional position that does not carry faculty rank or tenure shall be subject to the personnel policies governing Executive, Administrative and Professional appointments (Section 4.4.0) while serving in their administrative capacity.

C. The faculty member shall request in writing a leave of absence from the faculty position to accept an Executive, Administrative and Professional appointment. The leave is subject to approval by the faculty member's Dean and the Provost/Vice President for Academic Affairs. A leave of absence, for the purpose referred to in this section, may be granted for an academic year. The leave may be renewed on an annual basis not to exceed three (3) consecutive

years.

D. If a faculty member chooses to remain in an Executive, Administrative and Professional position beyond a three (3) year leave period, or, after a lesser time period, notifies the Provost/Vice President for Academic Affairs of intent to remain in the Executive, Administrative or Professional position, the faculty member shall relinquish faculty status including tenure rights and faculty rank.

The Provost/Vice President for Academic Affairs may waive the relinquishing of faculty status, tenure rights, and faculty rank. This waiver must be in the form of a written agreement between the Provost/Vice President for Academic Affairs and the faculty member; it should specify the terms, duration, and renewability of the waiver.

E. The time served by faculty members in these positions shall not be counted towards tenure, rank promotion or the determination of sabbatical eligibility.

2. Executive, Administrative and Professional positions with faculty rank: (Academic Administrators)

A. These are full-time positions that require experience as a faculty member; they typically report to the Provost/Vice President for Academic Affairs, and they have a university-wide focus or entail the supervision of an instructional college. Examples include the Provost/Vice President for Academic Affairs, Associate and Assistant Academic Vice-Presidents, the Dean of a College, the Dean of Graduate Studies, and the Dean of the University Libraries. Each academic administrator will be listed among the faculty of an appropriate department or school and can return to the unit upon completion of or termination from the Executive, Administrative and Professional position.

B. Persons in these positions should have tenure before serving in the Executive, Professional and Administrative position, and it is strongly suggested that they have attained the rank of full professor before serving in such a position. Academic administrators shall have faculty rank and promotion rights; they are subject to Section 4.2.10 regarding faculty promotion, tenure, and periodic performance review.

C. Recommendations regarding promotion or tenure of Executive, Administrative and Professional staff with faculty rank shall follow the procedures in Section 4.2; however, the recommendation from the College Personnel Committee is as follows:

1. Recommendations regarding the Associate and Assistant Academic Vice Presidents shall go to the Dean of the College.

2. Recommendations regarding a Dean shall go to the Provost/Vice President for Academic Affairs.

3. Recommendations regarding the Provost/Vice President for Academic Affairs shall go to the President.

In order to receive promotion, the Executive, Administrative and Professional staff member must meet the requirements of the unit or alternate requirements that have been recommended by the unit and approved by the Provost/Vice President for Academic Affairs. Alternate requirements must accommodate the Executive, Administrative and Professional staff member's individualized workload and recommend minimum teaching (professional expectations for library faculty) and scholarship expectations; the alternate requirements will be stated in an appointment letter.

D. Persons in Executive, Administrative and Professional positions with faculty rank are not eligible for sabbatical, and time in the position does not count towards sabbatical. They are eligible for professional development leaves at the discretion of their supervisor.

E. If a grievance arises regarding the administrative performance of an Executive, Administrative and Professional staff member, the grievance procedure in Section 4.4.8 shall be followed.

If a grievance arises regarding the faculty performance of an Executive, Administrative and Professional staff member with faculty rank, they shall follow the faculty grievance procedure in Chapter 4, Section 2. If it should happen that the grievant is also the administrator with whom a conference should be arranged at one step of the procedure, that step shall be omitted and a written grievance must be submitted to the next level.

F. Executive, Administrative and Professional positions with faculty rank are subject to the personnel policies governing Executive, Administrative and Professional appointments except as provided above.

3. Faculty members with administrative assignments

A. These are positions that report to a Dean where the faculty member is released from faculty duties to perform administrative duties that comprise of 51-100% of the faculty member's total workload. These positions require experience as a faculty member, and they focus on administrative work for a College such as Associate Deans. Unit heads are not included in this category. Each faculty member with administrative assignments will be listed among the faculty of an appropriate department or school and can return to the unit after completion or termination of the at-will administrative assignment.

B. Persons in these positions must have faculty rank and should have tenure before serving an administrative assignment. Any exception to this must be approved by the Dean and the Provost/Vice President for Academic Affairs, and it is strongly recommended they attain the rank of full professor before serving such assignment. Faculty members with administrative assignments are subject to the provisions in Section 4.2.9 regarding faculty promotion, tenure, and periodic performance review.

C. Recommendations regarding promotion shall be made by the appropriate personnel committee to the Dean of the College or University Libraries. In order to receive promotion, the faculty member with administrative assignments must meet the requirements of the unit or alternate requirements that are recommended by the unit and approved by the Dean. Alternate requirements must accommodate the faculty member with administrative assignment's individualized workload and recommended minimum teaching (professional expectations for library faculty) and scholarship expectations; the alternate requirements will be stated in an appointment letter.

D. Sabbatical eligibility is retained and time towards sabbatical will accrue while serving in faculty with administrative assignments position if the faculty member's unit and Dean so recommend and the Provost/Vice President for Academic Affairs approves in the initial appointment letter.

Sabbaticals can be taken only if and when the faculty member with administrative assignment returns to full-time faculty work.

E. While faculty status is retained, faculty members with administrative assignments will normally relinquish their voting privileges in their home units and at the College governance level for the length of time that they serve in the administrative assignment. Exceptions must be approved by the unit and documented in the appointment letter. Faculty members with administrative assignments may serve on governance committees in an ex-officio, non-voting capacity. Notwithstanding this subsection E, faculty with administrative assignments shall not vote on personnel actions and shall not serve on personnel committees or attend meetings, except in a non-voting, ex officio, capacity.

F. Recommendations regarding annual salary adjustment program shall be made as follows:

1. Associate Deans will be reviewed by their Dean.

2. Academic Program/Center Directors will be reviewed by the head of the office in which they are housed.

3. If the administrative workload is less than 100%, both the unit and the relevant supervisor shall contribute the appropriate weight to the annual salary evaluation.

G. If a grievance arises regarding the faculty performance of a faculty member with administrative assignments, they shall follow the faculty grievance procedure in Section 4.2.16. If a grievance arises regarding the administrative performance of a faculty member with administrative assignments, the grievance procedure in Section 4.4.8 will be followed.

H. All faculty members with administrative assignments on a 12-month appointment shall be subject to the vacation policies detailed in Section 4.9.2.

REGULAR FACULTY RESIGNATION

BOT 4.2.12

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.12 Resignation

If an appointee desires to terminate an existing appointment or to decline a renewal appointment, they shall give notice of not less than three months before the end of their duties during an academic year (exclusive of a summer session). This requirement may be waived in case of hardship or in a situation where the faculty member would otherwise be denied substantial professional advancement.

REGULAR FACULTY TERMINATION PROCESSES AND DISCIPLINARY ACTION

BOT 4.2.13

Date of Last Update:
October 18, 2024

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.13 Termination Processes and Disciplinary Action

Termination is the severance of the formal appointment between the appointee and the institution. Resignations and dismissals are terminations that may occur prior to the end of the appointment period.

In this section, time limits for the initiation of requests and responses to them are noted. The references to a "day" shall mean Monday through Friday and shall not include the day on which the request is initiated or the day on which the response is offered. Exceptions to these limits may be mutually agreed to in writing by the parties involved.

1. **Dismissal for Adequate Cause.** Any appointment is terminable for adequate cause. Except as provided in Resignation, Reduction in Force or upon retirement, tenured appointments may be terminated only for adequate cause. Adequate cause will be related directly and substantially to the fitness of the appointee in his/her professional capacity. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens. Dismissal proceedings shall begin with a conference between the appointee and the Dean.

   The conference may result in agreement that the dismissal proceedings should be dropped. On the other hand, the conference may result in mutual agreement that the best interests of the appointee and the institution would be served by the appointee's resignation. If so, the faculty member shall submit a resignation in writing effective on a mutually agreed upon date. If this conference does not result in mutual agreement, the Dean will initiate review of the case by the College's Personnel Committee, with written notification of the charges to be sent to the appointee and the committee.

2. **Suspensions.** While the final decision regarding termination of an appointment is pending, the appointee may be suspended only if harm to themselves or others is threatened by continuance. The Dean who invokes the suspension shall consult with the Provost/Vice President for Academic Affairs and the chairperson of the College's Personnel Committee. A suspension is permitted only pending the results of the personal conference. The base salary and applicable fringe benefits of a suspended person shall be continued during the period of suspension up to the limit of one year. If during the suspension period the faculty member takes up employment with another employer or is convicted of an offense serious enough to warrant dismissal for adequate cause, then the institution will no longer be obligated to continue making salary payments. In the latter case, if the conviction is later reversed, the faculty member will be reimbursed for the lost salary and fringe benefits subject to the one year limitation.

3. **Disciplinary Action other than Dismissal or Suspension.** Any such disciplinary action affecting the terms of employment taken by the institution against a faculty member must be based upon adequate cause. Adequate cause will be related directly and substantially to the fitness of the appointee in their professional capacity. Proceedings shall begin with a conference between the appointee and the Dean. If as a result of the conference, the Dean wishes to take disciplinary action, the Dean shall state that in writing with rationale to the appointee. The appointee may file a grievance (Section 4.2.16.2.A, Step 1) within ten days of the receipt of the Dean's decision.

4. **Procedure for Non-renewals and Appeal Process for Non-Renewals and/or Denial of Promotion.** Any action resulting in the non-renewal (specifically, denial of contract renewal or tenure) of a probationary appointment and/or denial or promotion of any appointee shall normally be based upon recommendations generated by the College's Personnel Committee and Dean. Prior to any formal decision to deny a personnel action, the appointee shall be notified by the Provost to allow for a personal conference between the faculty member and the Provost. The conference may result in agreement that the appointment should be renewed or, in the case of a promotion only, the promotion granted. If so, the proceedings shall be dropped. If such a conference results in agreement that the best interests of the appointee and the University will be served by resignation, the appointee shall submit a resignation to his/her Dean in writing within five (5) days. If the conference does not result in mutual agreement, the Provost will submit their decision in writing with rationale to the appointee. If the appointee wants to appeal the Provost's decision, the appointee will submit the appeal, in writing, to the President within ten days of the meeting or within twenty days of requesting the meeting, whichever is later. The basis of the appeal shall be limited to one or more of the reasons below:

    1. The Procedures of Section 4.2.10 were not followed; and/or,

    2. The decision violates the University's non-discrimination policy; and/or,

    3. The decision was inconsistent with the College/Library standards and criteria as required by Section 4.2.9.1.

    Upon receipt of a timely, written appeal, the President shall refer the appeal for review as follows:

    1. If the appeal asserts that the procedures of Section 4.2.10 were not followed, the matter will be referred to the General Counsel for review and recommendation to the President;

    2. If the appeal asserts that the decision violates the University's non-discrimination policy, the matter will be referred to the Vice President for People, Equity, and Culture for review and recommendation to the President;

    3. If the appeal asserts the decision was inconsistent with the College/Library standards and criteria as required by Section 4.2.9.1, the matter will be referred to a panel of three (3) representatives from the University-wide Personnel Review Committee, none of whom can be from the same College or Library as the appointee. This panel will review the matter and make a recommendation to the President.

    The review and recommendation shall be completed within thirty (30) days. Upon receipt of the recommendation, the President may:

    1. Reverse the prior decision such that promotion, contract renewal, or tenure is granted;

    2. Uphold the prior decision such that promotion, contract renewal, or tenure is denied; or

    3. Send the matter back for reassessment to the College/Library Personnel Committee with instructions for its reassessment. The College/Library Personnel Committee shall report its recommendation to the Dean who shall then report to the Provost who shall then report to the President. Upon the completion of this step, the President's decision shall be final.

REGULAR FACULTY MERGER OR REORGANIZATION OF APPOINTMENT STRUCTURES

BOT 4.2.14

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.14 Merger or Reorganization of Appointment Structures

When an administrative reorganization results in the merger of two or more appointment structures, or the creation of a new appointment structure, faculty with tenure will be assigned to the merged or revised structure by granting them tenure.

REGULAR FACULTY REDUCTION IN FORCE

BOT 4.2.15

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.15 Reduction in Force

When personnel reductions involving faculty are necessitated by a bona fide financial emergency, the administration will apply the procedures and policies of this section unless it can show clear and sufficient reason why it should not. When personnel reductions involving faculty are necessitated only by demonstrated changing enrollment patterns or discontinuance of a major or minor instructional program or department the following procedures and policies will be applied.

1. Voluntary Options. The following voluntary options must be explored before layoff:

A. Transfer to open or new positions (this may include retraining at university expense).

B. Retirement.

C. Early or phased retirement.

D. Part-time employment.

E. Teaching any two of the three semesters.

F. Approved unpaid leave-of-absence for one year to explore other employment opportunities.

G. Resignation.

2. Internal Transfers. For transfer to open or new positions, the burden of proof must be on the receiving unit for showing cause why the person may not transfer to the unit. In cases of dispute the Provost/Vice President for Academic Affairs on advice of a faculty committee will decide on the merits of the case. Candidates for internal transfer to open and new positions will be evaluated according to the following criteria listed in order of priority:

A. Appropriate qualifications.

B. Ability to gain appropriate qualifications in a reasonable period of time (usually not more than a year) in the area of an open or new position.

C. Seniority will be used if candidates are judged equal.

3. In order to reduce faculty because of changing enrollment patterns or discontinuance of an instructional program or department the administration must first demonstrate to faculty governance and the Board of Trustees must then declare that such a necessity exists. Issues to be addressed in the demonstration should include the following:

A. Whether the enrollment change is temporary, cyclical, or long range;

B. Whether the unit is able to carry out its mission effectively with the reduction;

C. What the overall cost of the unit to the University is;

D. Whether the unit is unique in the state system;

E. Whether there are other units which depend on the services of the unit under consideration? If so, what impact the reduction will have?

F. Whether the unit is essential to the curriculum of undergraduate general education.

In the case of a condition of changing enrollment patterns, the Provost/Vice President for Academic Affairs will notify the Executive Committee of the Senate (ECS) of his/her perception that such a condition exists and provide a rationale at least 60 days prior to the Board of Trustees meeting at which the recommendation will be made, for the purpose of All University Academic Senate (UAS) review and resolution.

4. In cases of changing enrollment patterns or discontinuance of a major or minor program or department when necessary reductions cannot be effected by the voluntary measures, faculty members with tenure will be given one year's notice of layoff by registered mail, ordinarily by the end of winter semester but no later than June 30.

In cases of bona fide financial emergency an appointee with tenure will be given notice as soon as possible, not less than 12 calendar months notice unless the institution can show clear and sufficient reason for shorter notice.

The notice must include a rationale for the layoff (Section 4.2.15.5). Upon receipt of such a notice a faculty member must choose one of the three plans and in writing notify the Human Resources Office and appropriate Dean of the choice within 60 days from time of notice, unless the faculty member files a timely grievance alleging violation of this policy in respect to matters of Reduction in Force. In this case, the choice of severanceplan A or B can be made only after the grievance is resolved and within 10 days from the time of resolution. Failure to notify the Human Resources Office within these time periods will automatically place the faculty in the third plan (Plan C).

The appropriate Dean will notify the faculty member in writing within l0 days of receipt of the faculty member's choice of severance plan A or B that the choice is acceptable or not. If not acceptable the faculty member may, within 10 days, refer the matter to the Provost/Vice President for Academic Affairs who will make the final decision in consultation with the Provost's Advisory Committee within 10 days of receipt of the referral. It is the intent of the university's severance policy to accept the faculty member's choice if at all possible.

A. Plan A. In the first plan (Plan A) the faculty members would tender letters of resignation effective at the end of the terminal year. In exchange, a faculty member at the end of the terminal year would receive severance pay equal to one-eighteenth (1/18) of their terminal year base salary for each year of service at the University, with a maximum of one year's severance salary, possibly spread over a 24-month period.

Refer to the Plan A table.

B. Plan B. In the second plan (Plan B), the terminal year is waived. The faculty member receives one-seventh (1/7) of the present base salary for each year of service at the University up to a maximum of 1 & 1/2 years' pay. This amount would be spread over a period of time dependent upon length of service to the University according to the following schedule:

Refer to the Plan B table.

C. Plan C. In the third plan (Plan C), faculty members would elect to have layoff status at the end of the terminal year which would entitle them to recall for the same position during the subsequent 24-month period. No severance pay is applicable in this option. (Section 4.2.15.8 for applicable benefits.)

5. When layoffs are necessary, retention will depend on the following factors in order of priority:

A. Ability to do the remaining work in the assigned area. The following will apply in order of priority:

1. Advanced degree or terminal degree and/or teaching or professional experience in the field of assignment will be considered.

2. Regular faculty will be retained before adjunct or temporary faculty.

3. Tenured faculty will be retained before non-tenured faculty.

4. Faculty with more satisfactory performance evaluations will be retained before faculty with less satisfactory performance evaluations. (See Section 4.2.15.9) However, where general performance equivalency exists, seniority will be the single most important criterion.

B. Seniority (however, the all-university faculty affirmative action ratios, female/male and minority/non-minority, will not decrease below the then present levels through the application of this seniority criteria.)

6. Recall Rights. Faculty on layoff status are entitled to recall for the same position during the subsequent 24-month period. During this 24-month period laid off faculty will be notified of and given an opportunity to apply for open positions, but not for presently filled positions. These faculty members will be given first consideration before any faculty vacancies are filled through external recruitment.

Recall rights are terminated when a faculty member on layoff:

A. Does not reply within l0 calendar days of receipt of a registered letter concerning recall sent to the last known address; or

B. Refuses to be available for an interview, or

C. Refuses to accept an offer of a commensurate faculty position at the University; or

D. Accepts satisfactory employment elsewhere; or

E. Has reached the end of the 24-month layoff period.

7. EAP staff members laid off, who are on leave of absence from faculty status in an academic unit, may exercise rights in the same manner as faculty in that unit.

8. Faculty on layoff will have the option to remain in the group health insurance plan while on layoff status by paying full faculty cost, plus dependent cost if desired.

9. Full-time faculty who presently have tenure and who choose a reduced workload under this section will retain their appointment rights.

10. The declaration by the Board of Trustees of a bona fide financial emergency or condition of changing enrollment patterns is not grievable within the University grievance procedure.

11. A small (3 or 4 members) faculty committee will be appointed jointly by the ECS and the Provost/Vice President for Academic Affairs to provide advice concerning:

A. Areas for reduction by department/program;

B. Transfer/retraining options for faculty;

C. Voluntary options, i.e., retirement, resignations, severance pay;

D. Personnel recommendations from the deans;

E. Financial emergency and changing enrollment patterns declarations.

12. If there is a faculty position opening at the University, the hiring unit, before advertising, must first exhaust the possibilities of transferring current faculty and recalling the University faculty from layoff status. The faculty committee advising the Provost and Vice President for Academic Affairs and the Provost/Vice President will monitor this process.

13. When it is clear that the laid off faculty member desires such assistance, they will be made the focus of an appropriate effort by the University to the extent of resources available (Research and Development Center, Human Resources and Placement Offices) to help that person find suitable employment elsewhere.

14. Tenure shall be considered to reside in the University and not in an individual unit.

15. Seniority is defined as years of service at the University less unpaid leaves of absence. It is determined by the date of hire to a regular faculty appointment in a tenure-track or equivalent position at the University and the total number of years of continuous full-time service at the University. Any years of unpaid leaves of absence shall be subtracted from the total number of years of service.

TABLES

Plan A

Years of Service	Maximum Period of Payment
1-3	6 months
4-6	12 months
7-9	18 months
10+	24 months

Plan B

Years of Service	Maximum Period of Payment

1-3	6 months
4-6	12 months
7-9	18 months
10+	24 months

REGULAR FACULTY GRIEVANCE PROCEDURE

BOT 4.2.16 - 4.2.17

Date of Last Update:
October 18, 2024

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

PROCEDURES

4.2.16 Grievance Procedure.

1. Definition of a Grievance. A grievance is defined as any issue that pertains to disciplinary action, terminations, implementation of reduction in force, or academic freedom. If the issue involves the denial of promotion, contract renewal and/or tenure, this is defined as an appeal and the process outlined in Section 4.2.13.4 shall be followed. All other issues are defined as complaints and will follow the procedure outlined in Section 4.2.18.

2. Procedure. A faculty member with an issue that could become a grievance will request a meeting with the Dean within ten days after learning of the incident upon which the issue is based. If the faculty member is not satisfied with the answer of the Dean, the faculty member may file a written grievance as follows:

A. Step 1 -Appeal to the Dean. The grievant will submit the grievance in writing to the Dean (through the Human Resources office via this website) within ten days of the meeting or within twenty days of requesting the meeting, whichever is later. The written grievance will include the following:

1. A citation of the part(s) of the policy alleged to have been violated.

2. A statement of the facts of the case.

3. A suggested remedy.

The written grievance may also contain any supportive materials or statements which the grievant feels are germane to the grievance.

The Dean will schedule a conference with the grievant within five days of the receipt of the written grievance. The Dean shall issue a written response to the grievant within five days of the conference. The response will include a summary of the conference and the decision of the Dean and the reasons for that decision.

B. Step 2 -Appeal to the Grievance Committee. If the grievance is not resolved at Step 1, the grievant may appeal the decision of the Dean to a Grievance Committee (through the Human Resources Office by email to complaints@gvsu.edu), within five days of the receipt of the Dean's written response. A Grievance Committee will then be selected according to Section 4.2.17.1 and training scheduled. Upon completion of Grievance Committee Training (Section 4.2.17.2), the Committee will elect its chair and receive its charge. The Grievance Committee will be convened to conduct a formal review and submit a recommendation to the Provost/Vice President, except for grievances in which the Grievance Committee reports to the appropriate faculty committee (see Section 4.2.17.3.B). The appeal to the Grievance Committee will contain the written grievance as submitted at Step 1 and the response as issued at Step 1.

The Grievance Committee shall schedule conferences with the grievant and people related to the grievance within ten days of the receipt of the charge from the Human Resources Office. Within 60 days of receiving the charge, the Grievance Committee shall submit a recommendation based on its findings to the Provost/Vice President. See Section 4.2.17.1 for summer exception.

C. Step 3 -Decision of the Provost/Vice President for Academic Affairs. The Provost/Vice President will review the Grievance Committee report and the written grievance as submitted at Step 1. In the cases of dismissal, the Provost/Vice President must have a conference with the grievant. Then the Provost/Vice President will issue a written decision within ten days of the receipt of the appeal or ten days of the date of the meeting between the grievant and the Provost/Vice President, whichever is later, and report this to the grievant, the Dean, the Chair of the grievant's unit, the Grievance Committee, the Associate Vice President for Human Resources or designee, and, in matters involving dismissal for adequate cause, the chair of the College Personnel Committee.

In cases where the Provost/Vice President's decision is not concordant with the recommendation of the Grievance Committee, the Provost/Vice President will present the reasons for the decision, in writing, to the Grievance Committee, the President and, at the discretion of the Provost/Vice President, those directly involved in the grievances.

3. Miscellaneous Provisions.

A. Time Limits. All grievances shall be considered permanently resolved if not submitted by the grievant at the next step within the prescribed time limits. Time limits may be extended by mutual agreement.

B. Definition of Day. Within the grievance procedure references to day shall mean Monday through Friday and shall not include the day on which an appeal is made or a response is offered.

C. Participants. The grievant may choose to be accompanied by a colleague. However, legal counsel may not attend.

4.2.17 Grievance Panel, Grievance Committee and Their Procedures.

1.Establishment and Composition of the Grievance Panel. A Grievance Panel will be established, composed of six (6) faculty members elected from each of the College of Liberal Arts and Sciences, College of Engineering and Computing, Seidman College of Business, two (2) members each from the College of Education and Community Innovation, Kirkhof College of Nursing, College of Health Professions, and the Brooks College of Interdisciplinary Studies; and one (1) faculty member from the Library.

All faculty members eligible for or holding tenure are eligible to vote for their College representatives to the Grievance Panel. Deans and other administrative officers will not be eligible to vote or be elected to the Grievance Panel. All panel members will be elected for staggered, three-year terms.

For a particular grievance, a Grievance Committee of four members chosen by lot drawn by the Associate Vice President for Human Resources or designee and the Chair of the Academic Senate will be activated from the Panel to hear the case. The four members will be distributed as follows: one from the grievant's College and three chosen from the remaining Colleges.

The Associate Vice President for Human Resources or designee and the Chair of the Academic Senate may exclude certain members of the panel from being on a Grievance Committee for reasons of unfair bias or conflict of interest either for or against the aggrieved person. The Associate Vice President for Human Resources or designee will activate the Grievance Committee. The Grievance Committee will elect its own chairperson who will submit in writing the findings and recommendations of the committee concerning the case to the following individuals:

- The grievant
- The Provost/Vice President
- The Dean
- The Chairperson of the Personnel Committee, in matters involving reappointment, tenure, promotion or dismissal for adequate cause
- The Associate Vice President for Human Resources or designee.

Grievance Committees do not normally meet during the summer between the end of the winter semester and the beginning of the fall semester. Grievances already under consideration by a Committee will be completed. Any grievance regarding the termination of a faculty member's employment in which the grievant's employment would terminate prior to the fall semester will be heard during the summer. This may necessitate the drawing of a Committee from those Panel members with summer appointments and if this is not sufficient the selection of new Panel members by the College.

2. Faculty Grievance Committee Training. Prior to receiving the charge to hear a faculty member's grievance, the Grievance Committee selected to hear the grievance will be required to meet for Grievance Committee training. This training will not include a review of the grievance to be considered by the Committee but will include the following.

A. Topics:

1. Review of grievance section of Faculty Handbook.

2. Discussion of the process.

3. Role, function and responsibility of the Grievance Committee.

4. Role of the Grievance Committee Chair.

5. Rules.

a. tape recording
b. witnesses and participants
c. minutes
d. deadlines and extensions
e. records
f. confidentiality

6. Conducting an investigatory hearing.

a. interviewing witnesses
b. attorneys, colleagues and others attendance

7. Deliberations of the Grievance Committee.

8. Getting advice during the process.

9. Writing the report and distributing the report.

10. Closing the file.

B. The Associate Vice President for Human Resources or designee is responsible for coordinating this training. Other individuals, such as legal counsel, may be used as appropriate. Those likely to be involved in the grievance as witnesses or Grievance Committee members will not be used for training.

3. Function and Procedures of the Grievance Committee. The Grievance Committee will function to review and make recommendations about a grievance.

A. Its function is normally to determine that the prior decisions in the case before it have been arrived at in accordance with the established procedures and with the educational and professional objectives of the University but may also include a substantive re-examination of the case. If the Grievance Committee should conclude that these conditions were not met in the case, or disagrees with prior decisions, it must include in its recommendation to the Provost/Vice President the reasons for this conclusion as well as a request that the Provost/Vice President require the appropriate officer or the chairperson of the College Personnel Committee, in matters involving dismissal for adequate cause, to determine and implement an appropriate redress based on the merits of the Committee's findings in the case.

B. The Grievance Committee reports to the Provost/Vice President; There shall be no further recourse for such a grievance.

C. The Grievance Committee will carefully observe that the burden of proof in all cases of action for adequate cause lies with the University; and that in all others, it lies with the grievant. In these latter cases, the grievant will have to show that the action was taken in violation of academic freedom or university procedures, or that the reasons given for the action, if requested, were inadequate.

D. The responsibilities of the Grievance Committee are:

1. To review the written grievance for legitimacy (see Definition of Grievance).

2. To hear statements from all persons involved in the grievance and/or any other persons who may clarify issues pertinent to the grievance.

3. To establish the facts.

4. To determine whether prior decisions have been made in accord with established procedures and with the educational and professional objectives of the appointment structure where the case arose.

5. To report its findings and recommendations to the Provost/ Vice President (subject to Section 4.2.17.3B.).

Tape recordings or stenographic records will be made of the hearings of the Grievance Committee, and the grievant may attend meetings of the Committee when testimony is being taken.

E. Procedures of the Grievance Committee. The Grievance Committee and the grievant and other persons related to any grievance should be, at all points in their deliberations, alert to informal opportunities for settlement satisfactory to those involved in the grievance. At any point in the proceedings, the grievant may withdraw the grievance by written notice to the chairperson of the Grievance Committee.

The Committee shall conduct the formal review in such a manner that will allow it to render a responsible judgment about the grievance. Its obligation to render such a judgment entitles it to full cooperation by faculty colleagues and administrative officers. The Committee should hear statements from all those involved in the grievance and/or any other persons who may clarify issues pertinent to the grievance. Statements of witnesses not appearing at the hearing may also be received, provided such statements have been made available to the grievant and other relevant persons to the hearing prior to the hearing. In all other respects the hearing committee will not be bound by strict rules of legal evidence, and may admit any evidence that is of probative value in determining the issues involved. Every possible effort will be made to use the most reliable evidence available. In the case of lack of unanimity, the Committee may report with a minority report or reports included.

4. Contents of the Report of the Grievance Committee. The report of the Grievance Committee will contain:

A. A statement of membership.

B. A statement of the grievance.

C. A statement of its activities.

D. A statement of its findings.

E. A statement of its recommendations.

F. Records of the hearing, including tape recordings and/or stenographic records.

G. Copies of any data used in its findings.

5. Records of the Grievance Committee Cases. Upon completion of a grievance, the chairperson of the Grievance Committee will submit a copy of the report and all data and communications regarding the grievance to the Associate Vice President for Human Resources or designee who will maintain a file of such reports in an appropriate filing space provided by the University Human Resources Office. Any request to review these files should be submitted to the Associate Vice President for Human Resources or designee.

REGULAR FACULTY COMPLAINT PROCEDURE

BOT 4.2.18

Date of Last Update:
April 17, 2025

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

PROCEDURES

4.2.18 Complaint Procedure

1. Definition of a Complaint. A complaint is defined as an issue that is not an appropriate subject for a grievance as defined in Section 4.2.16 or a matter covered by Section 2.13.4. Complaints include, but are not limited to, scheduling, location, and remuneration.

2. Procedure.

Step 1 (Meeting with the Dean): A faculty member with an issue that could become a complaint will request a meeting with the Dean within ten days after learning of the incident upon which the issue is based.

Step 2A (Written Complaint to the Dean). If the faculty member is not satisfied with the answer of the Dean, the faculty member may file a formal written complaint. The faculty member will submit the complaint in writing to the Dean (through the Human Resources office via this website) within ten days of the meeting or within twenty days of requesting the meeting, whichever is later. The written complaint will include the following:

1. A statement of the complaint.
2. A statement of the facts of the case.
3. A timetable of events.
4. A suggested remedy.

The written complaint may also contain any supportive materials or statements that the faculty member feels are germane to the complaint.

Step 2B (Conference and Dean's Response): The Dean will schedule a conference with the faculty member submitting the complaint within five days of the receipt of the written complaint. The Dean shall issue a written response to the faculty member within five days of the conference. The response will include a summary of the conference and the decision of the Dean and the reasons for that decision.

Step 3A - (Appeal to the Provost/Vice President for Academic Affairs). If the complaint is not resolved at Step 2B, the faculty member may appeal the decision of the Dean to the Provost/Vice President within five days of the receipt of the Dean's decision. The appeal will include the written complaint as submitted and the response as issued at Step 2B. If the faculty member with a complaint so desires, they may also include a response to the Dean's response. The faculty member should write to complaints@gvsu.edu to file an appeal.

Step 3B (Optional Faculty Review). In their sole judgment, the Provost/Vice President may convene a panel of faculty to review a complaint and provide an advisory opinion to the Provost/Vice President. A copy of the complaint advanced to the Provost/Vice President will be provided to this faculty panel. The faculty panel will have twenty (20) days to review the complaint and submit its advice, in writing, to the Provost/Vice President. The faculty panel shall not investigate the matter nor interview anyone especially the faculty member who submitted the complaint.

The faculty panel will be chosen by lot from the Grievance Panel drawn by the Associate Vice President for Human Resources or designee and the Chair of the Academic Senate. The faculty panel will be composed of one regular faculty member drawn from the same College/Library as the faculty member who submitted the complaint and two drawn from the remaining Colleges/Library.

Step 3C (Provost/VP decision). The Provost/Vice President will review the complaint, response and may have a conference with the faculty member. The Provost/Vice President will issue a written decision within ten days of the receipt of the appeal or the receipt of the statement of advice from the faculty panel or ten days of the date of the conference with the complaining faculty member, whichever is later.

REGULAR FACULTY SALARY ADMINISTRATION

BOT 4.2.20

Date of Last Update:
April 29, 2022

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.20 Salary Administration

1. Compensation Service. Compensation rates for faculty will normally be set on an academic year basis except for library faculty or other faculty on a 12-month appointment. A compensable pay period will be any period when one has fulfilled all of their assigned responsibilities. For all or any part of such period when a faculty member has failed to meet the requirements of compensable service they will incur a proportionate forfeiture at the per day rate of 1/190 of their academic year rate or in the case of faculty on a 12-month appointment 1/260 of their annual rate. Faculty on an academic year pay basis, who terminate prior to the end of the academic year will be paid 1/2 of their base academic year rate for each full academic term of service. Faculty who terminate during an academic semester will be paid 1/190 of their academic year rate for each day of completed service during that semester. There are normally 95 payroll days during each semester including vacation and holidays. University contributions to all benefit plans shall be on the basis of base academic year rate or, in the case of faculty 12-month appointment, on base annual rate. Faculty on academic year appointments may elect to have their base salary paid over 9 or 12 months in semi-monthly installments starting with the first pay period of the fall semester. For purposes of Section 4.2.20, the academic year or fiscal year begins August 6.

2. Starting Rates. Starting rates for faculty will be administratively set within the approved salary range for the position by the appointing officer in consultation with the Human Resources Office. The minimum rate will normally apply for new faculty possessing qualifications not significantly above the minimum required. Additional allowances above the minimum may be made for completion of all course work toward the doctorate except the dissertation, completion of the doctorate, and for each year of full-time teaching at the level of instructor or above at a four-year, baccalaureate degree granting institution or above or equivalent professional experience. Exceptions to this policy because of special market conditions or within highly specialized fields must be approved in advance by the Provost/Executive Vice President for Academic Affairs.

3. Extra Compensation. Extra compensation, except as provided in Section 4.2.30.6 (Alternate Service), is determined as follows:

A. For extra semester situations for faculty on academic year appointments extra compensation shall be calculated according to the following method:

1. For 1 through 6 equivalent contact hours, 3.33 percent of the individual's academic year's base salary per equivalent contact hour or 10.0 percent for 3 credits.

2. All additional credits are at a minimum of $1000.00 per credit.

In this section, an equivalent contact hour, as defined in the full-time teaching load definition, is equal to one contact hour taught in lecture, discussion or lecture-discussion format; two equivalent contact hours are equal to three contact hours taught in laboratory or studio format.

B. Faculty who teach courses outside of and in addition to their normal full-time responsibilities shall be paid extra compensation at a minimum of $1000.00 per credit hour per semester. This amount shall be appropriately prorated for teaching more than or less than three credits or where responsibility is shared with other faculty.

Faculty teaching courses off-campus shall be reimbursed for actual and reasonable expenses above those normally associated with transportation to and from the University in accordance with the University travel policy.

C. Extra compensation for faculty for mutually agreed upon situations outside of normal faculty workload shall be determined by the Appointing Officer with the approval of the Provost/Executive Vice President for Academic Affairs.

4. Pay Adjustments. Salary advancement within the salary range for the same position will be based on an annual assessment of faculty performance in each of the evaluation criteria. Faculty must provide to their unit head the Faculty Workload Plan (FWP) and Faculty Workload Report (FWR) in advance of the annual review. Other factors for salary adjustment may include compression and market. Adjustments will normally take effect at the beginning of each academic year, or if appropriate, each fiscal year.

5. Promotional Increments. Faculty on full-time appointments who are promoted shall receive, in addition to their regular salary increase, the indicated promotion increment or no less than the minimum of the salary range of the new rank if the combination of the regular increase and the promotion increment fall below the minimum. Faculty on part-time appointments shall receive a pro rata promotion increment proportional to their appointment.

Refer to the Promotional Increments table.

TABLES

Promotional Increments

Promoted to	Increment
Assistant Professor	$1,000
Associate Professor	$5,000
Full Professor	$6,500

REGULAR FACULTY BENEFITS

BOT 4.2.30

Date of Last Update:
October 18, 2024

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.30 Benefits

1. Holidays. For faculty the following days are University holidays: (usually including the Friday preceding any such holiday which falls on Saturday and the Monday following any such holiday which falls on Sunday) Please refer to the holidays table. Two (2) floating holidays scheduled during the Christmas break; plus up to two (2) additional floating holidays scheduled during the Christmas - New Year's break, if the University is officially closed.

A faculty member is not eligible for holiday pay if the holiday occurs during an unpaid leave of absence, or if the holiday falls during a suspension without pay, or the holiday occurs during a time when they are not on pay status.

2. Vacation. Vacation for faculty members on academic year appointments is limited by the academic calendar and is not accrued. Vacation for faculty members on 12-month appointments is limited by the academic calendar and not accrued if the primary role of the unit is teaching scheduled courses. For units other than those whose primary role is teaching scheduled courses, faculty on 12-month appointments accrue vacation at the rate of five days per calendar quarter of completed service. In this case, a prorated number of days for a partial quarter of service will be computed when necessary. Approval of the use of accrued vacation is the responsibility of the appropriate unit head. Vacation time may not be charged until it is earned. Faculty members with accrued vacation terminating their employment will be eligible for their accrued vacation, not to exceed 20 days, provided at least four weeks' notice of their intent to leave is received. Up to 20 days of accrued vacation may be carried from one calendar year into the next.

If the primary role of the unit is teaching scheduled courses, then unit heads that have 12-month faculty should work with each faculty member to assure that the faculty member has the opportunity to take at least twenty days off per calendar year, in addition to holidays as provided in Section 4.2.30.1, and that, as far as reasonably possible, the schedule allows two or more weeks of consecutive days off. In the event a 12-month faculty member desires to take days off when classes are in session, the faculty member shall submit that request to the unit head for approval as soon as possible.

3. Salary Continuation. The University will provide, to the extent described below, a salary continuation program for full-time faculty members which is designed to provide salary protection in the event of personal circumstances which do not allow a faculty member to continue work. This program is intended only as a form of insurance and is subject to careful scrutiny of each appointing officer. The appointing officer may require proof that any absence at any time is appropriate. Salary continuation may be approved only for the following reasons:

A. Faculty member's childbirth, illness, injury, hospitalization, and appointments pertaining to health. In cases of injuries compensable under worker's compensation or no fault auto insurance, salary continuation may be used to the extent that the payments fail to equal the faculty member's regular base earnings. Faculty member's child, stepchild, foster child, spouse, parent, or household member's illness, injury, hospitalization and appointments pertaining to health (limited to a reasonable amount).

B. The death of a faculty member's child, stepchild, foster child, spouse, brother, brother-in-law, sister, sister-in-law, parent or parent-in-law, grandparent, grandparent-in-law, or household member.

C. Attendance at a funeral other than above (maximum one day).

D. Inclement weather causing unusually hazardous conditions which necessitates the closing of the University.

All full-time faculty members will be allowed compensation at their regular base rate of pay for an absence that falls under paragraph "A" above for the entire absence period not to exceed six months from the date of illness, injury or hospitalization. No salary continuation as such will be accrued or reported although each appointing officer will be responsible for the equitable application of the policy.

4. Leaves of Absence with Partial Pay.

A. Jury Duty. A faculty member who loses time from their assigned responsibilities because of jury duty will receive the difference between their pay for jury duty and their regular base pay if such service occurs at a time when the faculty member is on pay status.

B. Military Duty. A faculty member who loses time from their assigned responsibilities because of military training as a reservist or National Guard or due to a civil disturbance, not exceeding four weeks per year, will receive the difference between their military base pay and their regular pay if such service occurs while the faculty member is on pay status.

C. Fulbright or Comparable Competitive Scholarly Awards. To assist faculty members who are recipients of one semester Fulbright and other comparable competitive scholarly grants, the University will pay the difference between any salary grant amount and the faculty member's full base salary for the leave period, minus adjunct faculty replacement costs as determined by the dean. Eligibility is subject to the provisions of Section 2.25.

5. Leaves of Absence without Pay from the University. A faculty member may request a leave of absence without pay for educational, medical, or personal reasons for a period of one to twelve months. Such request is subject to approval by the appointing officer. Any accrued benefits will be protected during the leave although additional benefits will not accrue. The faculty member may continue existing group benefits with the appropriate University's contribution. Contribution to the retirement plan will not accrue during the leave period. In case of medical leave the University may require a physician's statement concerning the faculty member's ability to perform their assigned responsibilities either before departure or just prior to returning to active employment.

Absences without pay for a period of less than one month will be considered as lost time and are subject to the approval of the appointing officer.

6. Alternate Service. Faculty on academic year appointments may fulfill their full academic year responsibilities on the basis of working any two of the three academic semesters without loss of base academic year salary with the balance of the year considered vacation. A faculty member who serves in a full time capacity for an additional (third) academic semester, without additional compensation, shall be entitled to a compensatory equivalent semester of vacation during the subsequent academic year at the compensation level in effect when the vacation was earned, if all arrangements are approved by the appointing officer, the Provost, and the President in advance. Should, due to a change of circumstances, a faculty member who has fulfilled the prior service obligation be allowed to work during the semester they expected to be on vacation, all such work shall be at a rate and under the conditions described in Section 4.2.20.3.

7. Group Life, Medical and Dental Insurance. The University will provide life and dental insurance coverage for all faculty appointed one-half time or more, medical insurance coverage for regular faculty appointed three-quarter time or more, and medical insurance coverage for regular faculty hired prior to July 15, 2016 appointed one-half time or more, and their dependents and household members (as defined in plan documents) to the extent of the group insurance policies in effect providing the faculty member's appropriate payments are maintained. The schedule of benefits provided and their cost are described in materials available through the Human Resources Office.

8. Group Disability. All full-time faculty are eligible to participate in the total disability benefits program subject to the provisions of the master contract. The benefits provided are described in materials available through the Human Resources Office.

9. Retirement.

1. University Base Plan. Effective July 1, 1996, regular faculty and executive, administrative and professional staff with appointments of one-half time or more will be eligible to participate in the base retirement plan comprised of three investment alternatives: Teachers Insurance and Annuity Association (TIAA),

2. College Retirement Equities Fund (CREF),

3. Fidelity Investments - institutional retirement plan

Eligible faculty and staff will begin participation immediately upon employment. Participants are fully vested after completion of two years of employment.

The University will make a contribution equal to 12% of the participant's base salary. No contribution is required from the faculty or staff member.

Participants may elect an allocation of their University contribution among the three investment alternatives once a year. Allocation changes within those alternatives will be allowed as frequently as permitted by that carrier.

The normal retirement age used as a basis for calculating a full benefit is age 65. There is no mandatory retirement age.

A more detailed description of the base retirement plan related to pay out options, availability of funds and allocation changes and transfers within funds is contained in materials available in the Human Resources Office.

A. Supplemental Retirement Accounts. All regular faculty and staff may elect to have the university provide payment for tax deferred saving plans which qualify for IRS Code Section 403(b) and beginning July, 1, 2002 section 457(b) status through companies approved by the University. Faculty and staff can defer in such amounts as permitted by IRS Code Section 403(b) and 457(b). The election of such a benefit in no way affects the faculty or staff member's mandatory participation in the University's retirement program. The University retains the right to modify or terminate this optional deferral program upon reasonable notice to faculty and staff.

B. Medical Insurance for Retirees. The University will provide a medical insurance plan for official retirees hired before January 1, 2014. An official retiree (including early retirees) for purposes of this benefit, will be defined as any regular University faculty or staff member who is employed by the University at the time of retirement, who is vested in a University sponsored retirement plan and whose years of University service and age total a minimum of 75.

Official retirees will be reimbursed for participation in the plan based on years of service.

Benefits will also be provided to the spouse, dependents, and household member of the retiree based on the same formula, less the dependent charge. The materials describing the program are available through the Human Resources Office. The university retains the right to modify or terminate this plan upon reasonable notice to faculty, staff and retirees.

10. Tuition Reduction Programs

A. Academic Participation for Faculty, Staff and Retirees. Effective fall semester, 1988, a regular faculty or staff member may with approval of their supervisor, enroll in Grand Valley State University courses tuition free, one of which may be taken during working hours each fiscal year. Retirees may enroll with the approval of the Human Resources Office. The materials describing the program are available through the Human Resources Office.

B. Reduced Tuition for Spouses, Eligible Dependents and Household Members of Faculty, Staff and Retirees. Effective fall semester, 1988, spouses, eligible dependents, and household members of regular faculty, staff and retirees are eligible for a 50 percent reduction of their tuition costs for all Grand Valley State University courses. Spouses, eligible dependents, and household members of regular faculty, staff and retirees who use this benefit are subject to the

admission and academic requirements of the University. The materials describing the program are available through the Human Resources Office.

11. Flexible Spending Accounts. Faculty may elect once a year to participate in the Flexible Spending Accounts pursuant to the plan established under IRS Code Section 125. The materials describing the program and its options are available through the Human Resources Office. The University retains the right to modify or terminate this program upon reasonable notice to the faculty members.

12. Adoption Assistance. Effective January 1, 2001 all regular full-time and part-time faculty members and staff are eligible for adoption assistance. The benefits provided are described in materials available through the Human Resources Office.

13. Maternity and Other Temporary Medical Leave Policies. Section 4.2.30.3 provides for Salary Continuation for faculty members subject to the terms of that section. The Maternity and Other Temporary Medical Leave Policies are intended to supplement and not substitute for Salary Continuation.

A. Maternity Leave Policy

Under the Pregnancy Discrimination Act (PDA), a pregnancy will be treated the same as any other "disability." The standard medical disability leave for childbirth is six weeks for a regular birth and eight weeks for a Caesarean. Depending on the timing of the standard medical disability leave, this faculty member's absence can cause significant interruption in students' learning. Therefore, to ensure continuity in students' learning, a faculty member will, with full pay, be released from responsibilities for student learning except when, for example, the birth date occurs in the late spring or early summer, in which case, no release time may be needed for faculty on an academic-year appointment. A release from "responsibilities for student learning" means a release from teaching as a principal instructor of a regularly scheduled, semester-long course.

A written maternity leave plan signed by the faculty member, the unit head, and the dean should be submitted to the Human Resources Office prior to the beginning of the faculty member's absence. This plan should note the medical disability leave dates, whether additional paid maternity release is being granted under the above policy, and if so, describe what duties will be resumed and what other assigned responsibilities will be completed after the standard medical disability leave has expired. Finally, the anticipated date of complete return should be included in the plan. The plan can be amended if unanticipated medical issues occur.

Additional information about the Maternity Leave Policy and possible leave arrangements can be found on the Human Resources website.

B. Other Temporary Medical Leave Policy

Temporary disability leave due to illness, surgery, or recovery from injury of a faculty member can also cause disruptions to student learning in that faculty member's class(es). If a temporary disability leave will exceed six weeks, to ensure continuity in students' learning, a faculty member will, with full pay, be released from responsibilities for student learning, except when, for example, the temporary disability occurs in the late spring or early summer, in which case, no release time may be needed for faculty on an academic-year appointment. A release from "responsibilities for student learning" means a release from teaching as a principal instructor of a regularly scheduled, semester-long course.

A written medical leave plan signed by the faculty member, the unit head, and the dean should be submitted to the Human Resources Office prior to the beginning of a faculty member's absence. This plan should note the disability leave dates, whether additional paid medical release is being granted under the above policy, and if so, describe what duties will be resumed and what other assigned responsibilities will be completed after the standard medical disability leave has expired. Finally, the anticipated date of complete return should be included in the plan. The plan can be amended if unanticipated medical issues occur. If the disability leave is an emergency, a plan should be submitted when there is enough information to do so.

TABLES

Holidays

Day
New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
day following Thanksgiving Day
day preceding Christmas Day
Christmas Day
day preceding New Year's Day