



**UNIVERSITY MANUAL**

**APPENDIX B.1**

**NON-UNIONIZED**

**FACULTY HANDBOOK**

**Office of the Senior Vice President and Provost  
University of Vermont**

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**FACULTY HANDBOOK**

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## INTRODUCTION

This Handbook contains policies and provisions governing the appointment and employment of non-unionized University faculty. Additional applicable materials include the University Manual, which compiles policies regarding the governance, structure, and administration of the institution; institutional policies appearing on the University policies webpage (<http://www.uvm.edu/~uvmppg/ppg>) and in academic catalog statements; College, School, and department policies, standards, and guidelines; student academic and campus life policies; collective bargaining agreements applicable to represented faculty and staff; and the *Staff Handbook*.

**IMPORTANT NOTE:** All subsequent sections apply solely to non-unionized faculty, who will be referenced throughout this Handbook as “faculty.”

The section headings in the Faculty Handbook are intended as a guide and do not have independent contractual meaning or import.

## PART ONE GENERAL PROVISIONS

### SECTION 1 ADOPTION AND REVISION

The Faculty Handbook shall be maintained by the Office of the Provost. Its provisions may be revised only in accordance with the governance principles and protocols set forth in the University Charter, University Bylaws, resolutions of the Board of Trustees, and the Faculty Senate Constitution and Bylaws. The Provost shall periodically, and no less than once annually, review the status of the Faculty Handbook and consult with the Executive Council of the Faculty Senate to ensure that proposed revisions are undertaken by persons or bodies having jurisdiction over such matters under governance requirements.

### SECTION 2 CONFORMANCE

1. *Applicable Law.* The Faculty Handbook shall be interpreted and applied in a manner consistent with federal and Vermont law.

2. *Rule of Precedence.* Except as otherwise stated in the Faculty Handbook or as required by law, the following descending order of precedence shall apply in the event of conflicts between institutional policies, standards, procedures, or guidelines: University Charter; University Bylaws; Board of Trustees’ resolutions; University policies, including those set forth in the University Manual and the legislation of the Faculty Senate; College or School policies; departmental policies.

### SECTION 3 DEFINITIONS

*Academic Unit:* The recognized categories of academic units at the University are college, school, department, program, center, and institute.

*Academic Year:* The academic year is set annually through adoption of the academic calendar pursuant to governance protocols.

*Base Salary:* The salary paid by the University to a faculty member for the appointment period of his or her contracted employment, exclusive of supplemental compensation, and usually determined on the basis of full-time equivalency (FTE).

*Chair:* The Chairperson of an academic department. For purposes of the Faculty Handbook, the term “Chair” also encompasses the Dean or Director of an academic unit, such as a School, that does not have Chairpersons.

*Days:* Except as otherwise specified in the Faculty Handbook, calendar days. When a time period to which the Faculty Handbook refers would otherwise begin or expire on a weekend or University holiday, the time period begins or ends respectively on the next University business day.

*Evening Division:* Evening courses offered by the University through the University Division of Continuing Education.

*Faculty or faculty member(s):* The faculty described in the Introduction to this Faculty Handbook.

*Faculty Handbook:* The compendium of policies and provisions governing the appointment and employment of the faculty members described in the Introduction to this document.

*Full-Time:* 1.0 FTE and nine-month or greater appointment. Applicable benefits program or plan definitions must be consulted to determine eligibility for benefits.

*Grievance:* A complaint within the scope of the Faculty Grievance Procedure.

*Outside Professional Service:* Professionally-related activity in which a faculty member engages, whether compensated or otherwise, externally and for a third party, such as teaching or consulting.

*Summer Session:* Courses offered by the University during the summer through the University Division of Continuing Education.

*Supplemental compensation:* Payments by the University over and above base salary.

*University:* The University of Vermont and State Agricultural College.

*University holiday:* Holidays determined annually under the direction of the University President.

## **PART TWO UNIVERSITY COMMUNITY PRINCIPLES**

Note: The following University community statements are non-exclusive; see, for example institutional policies appearing on the University policies webpage (<http://www.uvm.edu/~uvmppg/ppg>).

### **SECTION 1 MISSION, KEY PURPOSE, AND GOALS**

The University of Vermont is a distinguished institution with a proud history, based on a strong intellectual community and a concern for the quality of life in the communities that it serves. UVM combines the intellectual resources and breadth of opportunity of a research university with the close student-teacher interactions typical of a liberal education, and supports its mission through the effective use of technology.

Our aspirations reflect our values, which include:

- A commitment to rigorous intellectual inquiry and critical thinking;
- An abiding concern for the environment, health, and liberal education;
- A strong commitment to diversity in the student body, the faculty and staff, and the curriculum;
- A willingness to address difficult societal issues with honesty, civility, and practicality. We are a community that values respect, integrity, innovation, openness, justice, and responsibility and promotes the intellectual capacity to engage in ethical decision making; and
- An appreciation of our commitment to the State of Vermont and our land-grant heritage.

#### **Vision**

To be among the nation's premier small research universities, preeminent in our comprehensive commitment to liberal education, environment, health, and public service.

#### **Mission**

To create, evaluate, share, and apply knowledge and to prepare students to be accountable leaders who will bring to their work dedication to the global community, a grasp of complexity, effective problem-solving and communication skills, and an enduring commitment to learning and ethical conduct.

## **Strategic Goals**

Therefore, to realize our vision to be among the nation's premier small research universities ([UVM Strategic Plan](#)), we must take these actions.

- **Diversity:** Build a diverse and globally aware university community sustained by an inclusive, supportive, and just campus climate.
- **Academic Programs:** Increase the quality and stature of academic programs and align undergraduate and graduate education with institutional priorities.
- **Scholarship:** Focus and strengthen research, scholarship, and the creative arts, and develop outstanding graduate programs that support the creation and sharing of knowledge.
- **Student Experience:** Provide a distinctive university experience that prepares students for success as accountable leaders in the 21st century.
- **Institutional Efficacy:** As an institution, model the highest standard of ethical conduct, accountability and best practices, public service, and strong commitment to lifelong learning.

## **SECTION 2 OUR COMMON GROUND**

The University of Vermont is an educationally purposeful community seeking to prepare students to live in a diverse and changing world. We who work, live, study, teach, do research, conduct business, or participate in the University of Vermont are members of this community. As members, we believe in the transforming power of education and agree to help create and foster an environment where we can discover and reach our true potential.

We aspire to be a community that values:

**RESPECT.** We respect each other. We listen to each other, encourage each other and care about each other. We are strengthened by our diverse perspectives.

**INTEGRITY.** We value fairness, straightforward conduct, adherence to the facts, and sincerity. We acknowledge when things have not turned out the way we had hoped. As stewards of the University of Vermont, we are honest and ethical in all responsibilities entrusted to us.

**INNOVATION.** We want to be at the forefront of change and believe that the best way to lead is to learn from our successes and mistakes and continue to grow. We are forward-looking and break new ground in addressing important community and societal needs.

**OPENNESS.** We encourage the open exchange of information and ideas from all quarters of the community. We believe that through collaboration and participation,

each of us has an important role in determining the direction and well-being of our community.

**JUSTICE.** As a just community, we unite against all forms of injustice, including, but not limited to, racism. We reject bigotry, oppression, degradation, and harassment, and we challenge injustice toward any member of our community.

**RESPONSIBILITY.** We are personally and collectively responsible for our words and deeds. We stand together to uphold our common ground.

### **SECTION 3 ACADEMIC FREEDOM**

The Faculty Senate adopted the following statement on academic freedom on September 23, 1954 and was approved by the Board of Trustees on October 16, 1954 and revised and adopted by the Faculty Senate on November 20, 2008 and approved by the Board of Trustees on February 7, 2009:

#### **Academic Freedom and Responsibility**

We, the faculty of The University of Vermont and State Agricultural College, in the spirit and tradition of free universities throughout the world, are agreed upon the following statement of principles on academic freedom and responsibility. We believe that incorporation of these principles into the organization of The University of Vermont and State Agricultural College will re-emphasize the importance of academic freedom to the basic health of the University, and also serve as a statement of policy on the rights and responsibilities of faculty members at this institution. It has been our intent to state these principles in terms broad enough so that they may be valid not only in these critical times when academic freedom and personal liberty are in jeopardy both at home and abroad, but also in the future insofar as the future can be foreseen.

#### **The Necessity of Academic Freedom in Higher Education**

The main purpose of a university has always been, must always be, to stimulate the thinking and the creative powers of its students and its faculty. As an institution it deals in ideas, not only old and accepted ones but new ones that may be full of explosive power. If they are explosive, they are bound to be disconcerting, even painful, to some on the campus and to many beyond its borders.

Inevitably they will be called dangerous by the timid and short-sighted, but to those who really believe in the fruitfulness of human thought, the real danger would appear only if the flow of such ideas should cease. For then indeed sterility would have taken over our campus. Our faculty would no longer deserve the name of intellectuals and our students, regardless of degrees attained, could no longer claim to be educated. They would leave our campus accustomed only to the commonplace, satisfied with the mediocre, ignorant or afraid of ideas which catch fire.

Academic freedom is therefore not solely a right or privilege of the faculty but is the fulfillment of the obligation on the part of the university to provide an atmosphere in which intellectual growth may take place.

### **Academic Freedom and Special Responsibilities of Faculty Members**

We subscribe to the 1940 Statement of Principles on Academic Freedom of the American Association of University Professors which provides:

- a. Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the university.
- b. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.
- c. Faculty are citizens, members of a learned profession, and officers of the university. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the university.

In addition, there are recognized qualifications which must be attained and maintained before the privilege of being a member of the academic profession can be considered a permanent one: satisfactory performance as a teacher, scholarship, and high moral standards.

### **Responsibility of the Institution to the Faculty**

The University must defend tenaciously the right of its members to think and express their thoughts freely and to make those choices within the law guaranteed to every citizen. This includes the right of dissent since any democratic institution ceases to merit the name democratic when this fundamental right is denied. Never is this duty more imperative than in those unhappy times when the public opinion of the community would restrain or curtail the free play of ideas. The universities, whose roots extend back into the centuries, have a tradition and duty to maintain an independence of judgment in the face of public opinion.

### **Academic Freedom and Tenure**

Tenure is an indispensable pre-condition for academic freedom. It is, in fact, a guarantee that the institution subscribes to the principle of academic freedom, and that its members may not be dismissed without adequate cause. Termination of tenure should occur only in cases of *bona fide* financial exigency in the University or when it has been demonstrated that the teacher lacks professional or moral fitness or competence as a teacher.

In the interpretation and the application of these principles we shall expect the University authorities to be quick to protect its heritage of academic freedom, in doubtful cases remembering that an excess of freedom is always less dangerous than an excess of constraint.”

#### **SECTION 4 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

The University of Vermont and State Agricultural College is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The University will accordingly recruit and hire into all positions the most qualified persons in light of job related requirements, and applicants and employees shall be treated lawfully in employment matters without regard to criteria including race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law. In addition, the University of Vermont recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is therefore the policy of the University that discriminatory harassment and sexual harassment will not be tolerated. The University also prohibits unlawful harassment on the basis of other characteristics protected by law. Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint; assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA, requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

See University Board of Trustees Policies, Operations, and Planning Manual for adoption dates and elaboration.

## **SECTION 5 EQUAL OPPORTUNITY IN EDUCATIONAL PROGRAMS AND ACTIVITIES**

The University of Vermont and State Agricultural College is committed to a policy of equal educational opportunity. The University therefore prohibits discrimination on the basis of criteria such as race, color, religion, national or ethnic origin, age, sex, sexual orientation, marital status, disability, or gender identity or expression, as those terms are defined under applicable law, in admitting students to its programs and facilities and in administering its admissions policies, educational policies, scholarship and loan programs, athletic programs, and other institutionally administered programs or activities made available to students at the University. The University also prohibits harassment, as defined in the Vermont Statutes at Title 16, section 11(a) (26). Unlawful harassment is a form of discrimination and is therefore prohibited. The Senior Vice President and Provost is the University official responsible for interpretation and administration of this policy.

See University Board of Trustees Policies, Operations, and Planning Manual for adoption dates and elaboration.

## **PART THREE FACULTY APPOINTMENTS, REAPPOINTMENTS, EVALUATION, PROMOTION, AND TENURE**

### **SECTION 1 FACULTY APPOINTMENT TITLES**

Faculty appointments covered by this Faculty Handbook include faculty with primary appointments in the College of Medicine; faculty appointed to the Department of Military Studies; Visiting faculty; Adjunct faculty; and all other faculty who are not represented by United Academics or other collective bargaining agents.

### **SECTION 2 FACULTY APPOINTMENTS**

*Initial Appointments.* All offers of initial appointment, and changes in appointment status, must be approved in advance by the Provost. The initial letter of appointment, which shall issue from the Dean of the appropriate College or School, must minimally establish the length and type of appointment, FTE percentage if applicable, and salary. The terms of any secondary appointment granted at the time of initial appointment must also be set forth in writing and coordinated by the responsible Deans' offices.

A faculty member may be initially appointed to a tenure track, tenured, or non-tenure track position. All faculty must have a primary appointment with a specific academic department or, where the department structure does not exist, to a particular School.

For faculty with multiple appointments, a single unit must be approved by the Provost as primary and responsible for (a) evaluating and mentoring the professional

development of the faculty member; (b) maintaining faculty appointment, status reviews, and related records; (c) initiating recommendations regarding changes in appointment status; and (d) assuming budgetary responsibility, including any tenure commitment. The reviews and recommendations of secondary units shall be requested by and reported to the Chair of the primary unit in advance of a decision by the primary unit on faculty member status, including reappointment, promotion, or tenure. Such reviews and recommendations shall become a part of the faculty status documentation of the primary unit. However, all decisions concerning appointment, reappointment, promotion, and tenure regarding faculty who hold Matrix Center appointments shall be made collaboratively by the Department or School and Center, provided that the final authority for these faculty personnel decisions rests with the appointing authority.

## **1. Tenure Track and Tenured Appointments**

### **a. Categories of Tenure Track Appointments**

The titles of Instructor, Assistant Professor, Associate Professor, and Full Professor denote tenure track and tenured faculty.

An *Instructor* is appointed for a term of one year, and may be reappointed as an Instructor twice, the first reappointment for a one-year term and the second for a two-year term. Appointment or reappointment as an Instructor requires a judgment that the faculty member possesses the potential to develop and to meet substantially the criteria described in PART THREE, Section 4.

An *Assistant Professor* is initially appointed for a three-year term and may be reappointed for two additional two-year terms. Appointment or promotion to Assistant Professor or to a higher rank requires the terminal degree. Appointment, reappointment, or promotion to Assistant Professor requires evidence that the faculty member possesses the potential to meet substantially the criteria described in PART THREE, Section 4, and satisfactory indications that his or her professional development will continue.

An *Associate Professor* is initially appointed for a two-year term and may be reappointed for one subsequent two-year term without tenure. Appointment, reappointment, or promotion to Associate Professor requires demonstrated evidence that the faculty member meets the criteria described in PART THREE, Section 4, and satisfactory indications that his or her professional development will continue.

Appointment or promotion to the rank of *Professor* in all cases requires a determination, under customary tenure review procedures, that an individual meets the standards and criteria for the award of tenure. This determination involves demonstrated evidence that the faculty member has met the requisite tenure standards and criteria and reasonable assurance that this level of achievement will be sustained. Tenure shall in no instance be awarded automatically; rather, it shall be made only (1) upon internal promotion of a

continuing tenure-track faculty member from Assistant to Associate or full Professor under customary reappointment, promotion, and tenure review procedures, or (2) upon a determination through customary tenure review procedures that an individual being considered for initial appointment at the rank of Professor meets the standards and criteria applicable to tenure awards as just stated. Tenure review and award is thus a precondition of an initial appointment at the rank of Professor.

## **b. Probationary Periods**

An *Instructor* is appointed for a term of one year, and may be reappointed as an Instructor twice, the first reappointment for a one-year term and the second for a two-year term. An Instructor may be promoted to Assistant Professor upon successful completion of the terminal degree and during the first three years of service. If the terminal degree is not obtained within the first three years, the fourth year as Instructor is a terminal year.

*Assistant Professor.* Initial University appointments at the rank of Assistant Professor are made on a probationary basis. An Assistant Professor on tenure track will be appointed for an initial three-year term and may be appointed for up to two additional two-year terms. Tenure may be granted to an Assistant Professor following successful promotion and tenure review, in accordance with applicable tenure standards and criteria. The probationary period may include full-time service to the University at the rank of Instructor. An Assistant Professor will be informed no later than the end of the sixth year of service whether tenure will be granted. If tenure is not granted, the seventh year shall be the terminal year of the University tenure track appointment.

*Associate Professor.* Initial University appointments at the rank of Associate Professor are customarily made on a probationary basis. An Associate Professor on tenure track will be appointed for an initial two-year term and may be reappointed for an additional two-year term. Tenure may be awarded to an Associate Professor following successful completion of a four-year probationary period, in accordance with applicable tenure standards and criteria. An Associate Professor will be informed during the third year of service whether tenure will be granted. If tenure is not granted, the fourth year shall be the terminal year of the University appointment. In rare instances, an Associate Professor may be granted tenure in conjunction with an initial appointment. Tenure shall in no instances be attained or awarded automatically; a determination, under customary tenure review procedures, that an individual meets the standards and criteria for the award of tenure is a precondition for initial appointment as an Associate Professor with tenure.

*Extension of Probationary Period.* The probationary period for tenure consideration may be extended by the Provost following his/her consultation with the Dean and the Chair for extenuating circumstances, such as approved

leaves of absence. Except under reasonably unforeseeable extenuating circumstances, the faculty member must request the extension at least one year before expiration of the original probationary period. The Provost's decision on the request, which must be in writing, shall be final. The maximum probationary period for an Assistant Professor shall be ten consecutive years, and the maximum probationary period for an Associate Professor shall be six consecutive years. For purposes of this provision, a "year" is an academic year.

NOTE: *Academic Freedom*. During the probationary period, a faculty member has the academic freedom otherwise accorded faculty members. Decisions affecting the renewal of a probationary appointment shall not be carried out in violation of the right to academic freedom.

## **2. Non-Tenure Track Appointments**

The following titles and terms and conditions of appointment apply to non-tenure track appointments.

*Adjunct appointments*. The titles of Adjunct Lecturer, Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, and Adjunct Professor are reserved for non-salaried faculty whose primary affiliation is with an organization other than the University. Adjunct appointments may be made for periods of up to two years and may be renewed.

*Clinical faculty appointments – Health Sciences*. Clinical appointments may be awarded full or part-time faculty in the health sciences whose sole responsibilities involve patient care and/or the instruction of students in patient-care settings. A Clinical Instructor is initially appointed and may be reappointed annually for a period of one year. A Clinical Assistant Professor is initially appointed and may be reappointed for periods of up to two years. A Clinical Associate Professor is appointed and may be reappointed for periods of up to four years. A Clinical Professor is initially appointed and may be reappointed for periods of up to six years.

*Clinical faculty appointments - misc*. Clinical appointments may be awarded full or part-time faculty whose responsibilities involve patient or client care and/or the instruction of students in clinical settings. A Clinical Instructor is initially appointed and may be reappointed annually for a period of one year. A Clinical Assistant Professor is initially appointed and may be reappointed for periods of up to two years. A Clinical Associate Professor is appointed and may be reappointed for periods of up to four years. A Clinical Professor is initially appointed and may be reappointed for periods of up to six years.

*Visiting Appointments*. The status of Visiting Lecturer and Visiting Assistant, Associate, or Full Professor is reserved for a full or part-time appointment of a

temporary nature, ordinarily involving faculty from other institutions. Visiting appointments may be granted for a single period of up to two years.

*Lecturer.* The title of Lecturer applies to a faculty member who does not have the research or service responsibilities customarily expected of a tenure-track faculty member. A Lecturer may be initially appointed for one semester or an academic year, first reappointed for a period of up to one year, and thereafter reappointed for periods of up to two years. Reappointments are contingent upon favorable performance evaluations and the projected needs of the department as assessed by the Chair and Dean taking into account budgetary, enrollment, and programmatic considerations for the College or School.

*Research Faculty.* Research faculty will initially be appointed for one year and may be reappointed in the discretion of the appointing unit with the approval of the Provost, *provided that appointments and reappointments of Research faculty who hold salaried positions are contingent upon the continued availability of research funding.* Thus, if restricted funding ceases or is reduced, the appointment may be terminated or reduced in FTE with commensurate effect on compensation. Reappointment of Research faculty is also dependent upon favorable performance evaluations. If a Research faculty member is subsequently appointed to a tenure track position, prior University or non-University professional service may be credited toward the probationary period by the Provost, in his or her sole discretion following consultation with the Dean and Chair, such decision to be made in writing prior to the offer of tenure track appointment.

## **SECTION 3 ANNUAL PERFORMANCE REVIEWS**

### **1. Annual Departmental Reviews**

Chairs shall annually review the performance of all faculty holding appointments in their units. Annual reviews focus primarily on the performance of the faculty member during the year in which they occur, but may also take into account cumulative performance. Performance shall be evaluated in view of the duties assigned and based on the criteria and standards set forth in PART THREE, Section Four.

### **2. Timing of Reviews**

The first annual review must occur by March 15 of the first year for faculty in non-tenure track academic year appointments, and by April 15 of the first year for faculty in tenure-track appointments. Annual reviews must also be coordinated with the annual University salary determination process.

### **3. Review Process**

The annual performance review process for faculty who hold at least a .5 FTE academic year appointment shall include a meeting between the Chair and the

faculty member. The Chair shall finalize the results of the performance review in writing and place a copy in the faculty member's academic status file, with a copy provided to the faculty member. The annual review for faculty who hold less than a .5 FTE academic year appointment shall consist of a succinct written evaluation of performance. A faculty member has the right to rebut any written performance evaluation, and a written rebuttal shall be placed in the file with the evaluation.

Faculty who have been on a sabbatical or professional leave for a period of one semester or more during the review cycle will report on the accomplishments of the leave as required by applicable policies. Evaluations shall be conducted in a manner internally consistent within the departmental unit.

#### **SECTION 4 REAPPOINTMENT, PROMOTION, AND TENURE DECISIONS; STANDARDS AND CRITERIA**

- A. In considering candidates for reappointment, promotion, and/or tenure, each candidate will be judged with respect to the proposed rank, status, and duties, considering his or her record of performance in teaching, scholarly research or other creative work, and service. The following subsections provide general standards and criteria by means of which decisions on reappointment, promotion, and tenure shall be made. Colleges, Schools, and/or departments may establish guidelines that are consistent with and elaborate upon these University standards and criteria.

Although the faculty member bears the responsibility of demonstrating his or her professional achievements, Chairs have a responsibility to contribute to the professional development of faculty by regularly communicating departmental, College or School, and University performance standards and expectations, and by assisting faculty in determining their progress toward goals.

- B. In evaluating a candidate's qualifications within the areas of performance under review, reasonable flexibility shall be exercised balancing, where appropriate, heavier assignments and responsibilities in one area against lighter assignments and responsibilities in another. Each candidate is expected to be engaged in a program of work that is sound and productive and that can be expected to continue to develop and progress throughout his or her professional career. In all instances, excellent intellectual attainment, in accordance with the criteria set forth below, is a crucial qualification for reappointment, promotion, and tenure. Insistence upon this standard is necessary to maintain the high quality of the University as an institution dedicated to the discovery, preservation, and transmission of knowledge. In addition, the University recognizes that teaching and scholarship are related, and it is thus essential to foster an environment that promotes scholarship and teaching in a mutually supportive relationship.

- C. *Teaching*. When assigned duties include teaching, effective teaching is an essential criterion for initial appointment, re-appointment at any rank, or promotion and tenure. The primary qualities of an effective teacher are intellectual competence, integrity, and independence; a willingness and capacity to develop in the field, consider suggestions, and cooperate in teaching activities; a spirit of scholarly inquiry that leads to the strengthening of course content and presentation in light of developments in the discipline; a vital interest in teaching and working with students and, foremost, the ability to stimulate in students intellectual interest and enthusiasm; a capacity to awaken in students an awareness of the relationship of the subject to other fields of knowledge, and a faculty member's interest and skill in the general guidance and academic advising of students. Academic advising of students is an important part of the mission of the University and, where assigned duties include academic advising, it will be evaluated as part of the total teaching effort. Teaching and academic advising must be evaluated regularly and the results of such evaluation must be considered in reappointment, promotion, and tenure decisions.

*Elaboration*: No single set of satisfactory measures can be prescribed. Significant evidence for the evaluation of teaching can, however, be derived from some combination of the following (not rank ordered): (1) opinions of members of the candidate's department, particularly if based on (a) examination of course materials; (b) team-teaching experiences; (c) class visitations; (d) attendance at lectures given by the candidate; or (e) the results of the candidate's teaching in courses prerequisite to those of other members of the department; (2) student opinions, appropriately documented and interpreted, for example, through the use of student survey instruments and/or by seeking student evaluations after course completion or graduation; (3) development by the candidate of new and effective techniques of instruction and instructional materials, including textbooks, particularly when evidenced by acceptance at other universities; (4) publications in respected journals by the candidate on the teaching of his/her discipline; and (5) recognitions or awards for distinguished teaching.

- D. *Research, Scholarship, and Creative Work*. There must be evidence that the candidate is continuously and effectively engaged in scholarly or creative activity of high quality and significance, in light of the activity customarily expected in the candidate's field. Documentation of productivity, and the quality of scholarly or creative work, must be submitted, such as in the form of published research, recognized artistic works, engineering or other designs, and/or other products customary in the discipline. In all instances, accomplishments must be evaluated, not merely enumerated.

*Elaboration*: Work in progress should be assessed whenever possible. When published work involving joint authorship (or otherwise the product of joint effort) is considered, it is the responsibility of the department to establish as clearly as possible the role of the candidate in the joint effort. Appraisals of

publication or other works in the scholarly and critical literature may provide important testimony. If the record of the candidate includes journal articles, it is the responsibility of the chair to communicate clear information concerning the publication and review standards of the journal and its standing in the discipline. If the record of the candidate includes publication of a monograph or monographs, it is the responsibility of the chair to communicate clear information about the reviewing policies of the press and to report reviews published subsequent to the appearance of the work. In cases involving tenure or promotion to Associate Professor or Professor, the quality and significance of the work must be evaluated by the department. In addition, the department must solicit evaluations from acknowledged scholars or practitioners at other institutions. If the record of the candidate includes presentations, invited and/or subject to peer evaluation, it is the responsibility of the Chair to communicate clear information concerning the standards involved. In certain disciplines in which competitive grant and contract support is available, a record of continuing support may be an indication of recognized research competence and productivity. Textbooks, reports, and similar products connected with teaching or public service should be considered creative work insofar as they present new ideas or incorporate the candidate's scholarly research. In certain fields such as art, music, literature, and theatre, distinguished production may be evidence of scholarship in much the same way as analytical research is in other disciplines. In evaluating artistic creativity, an attempt should be made to define the candidate's merit in the light of criteria such as originality, scope, and depth of creative expression. In some instances, professional activities, such as service as editor of a professional journal or service as an officer of a professional organization, may be considered as recognition of scholarly achievement.

- E. *Service.* Service by all members of the faculty is an essential part of the University's mission. Recognition shall be given to faculty who participate effectively, imaginatively, and collegially in faculty governance and the formulation of departmental, college/school, and University policies. Similarly, contributions to student welfare through service on student-faculty committees or as advisor to student organizations will be recognized. Faculty may also engage in service by contributing to the advancement of cultural pluralism at the University, such as through participation in programs on awareness of discrimination on the basis of protected classifications; involvement in campus efforts to promote cultural diversity; or promotion of affirmative action. Faculty may also engage in service through effective participation in activities on the community, state, or national professional level, such as through service on accreditation teams, as contributors to the promotion of cultural pluralism, as officers of a professional organization, or as professional consultants.

## **SECTION 5 REAPPOINTMENT, PROMOTION, AND TENURE DECISIONS; PROCEDURES**

Chairs shall regularly, and no less than once annually, review the performance of faculty members in their departments and may recommend reappointment, promotion, or tenure to the dean. Consideration for promotion and/or tenure in cases where such consideration is not otherwise mandated shall be initiated upon the request of the individual faculty member.

## **1. Tenure Track Faculty**

Reappointment reviews for Instructors and the first reappointment for Assistant Professors take place at the College/School level. Assistant Professors seeking second reappointment and Associate Professors are evaluated for second reappointment, promotion, or tenure in accordance with the procedures set forth below.

### **a. Responsibilities for Submission and Review**

The Faculty member: In assembling his or her dossier for second reappointment, promotion, or tenure, the faculty member shall be responsible for preparing a self-evaluation and the curriculum vitae, addressing his or her work in the performance areas of teaching, advising, scholarship/research/creative work, and service.

The Department Chair: The Department Chair shall be responsible for reviewing the dossier for comprehensiveness and for completing a Chair's Statement (as described below). Prior to preparing the Chair's Statement and recommendation, the Chair must seek the input of tenured and tenure track faculty relative to the candidate's work in the performance areas evaluated. In addition, the Chair shall solicit performance assessment input from the Chair of any unit in which the faculty member holds a secondary appointment. Following such consultation, the Chair shall make a written determination on the proposed faculty status action under consideration, known as the Chair's Statement. The Chair's Statement shall contain an assessment of the candidate's record, which will include a narrative evaluation of the candidate's teaching, advising, scholarship/research/creative work, and service, and a summary of prior annual evaluations and RPT reviews as applicable. It will measure the candidate's performance against any departmental or School/College reappointment, promotion, and tenure ("RPT") guidelines where such exist, taking into account the type of faculty status action involved. The Chair should also address any circumstances (*e.g.*, significant administrative responsibilities) that warrant identification and consideration in assessing the faculty member's academic contributions. The Chair's Statement shall include a faithful summary of the advice received, both favorable and unfavorable, from department faculty who are eligible to vote, and will also summarize comments from the Chair or equivalent administrator as to any secondary appointments, regarding the candidate's record in the areas of teaching, advising, scholarship/research/creative work, and service, together with an advisory and

anonymous numerical tally of the voting faculty as defined in the applicable guidelines. The Chair's Statement shall also contain a written explanation of the rationale for his/her decision. The Chair's Statement will be transmitted to the faculty member, who may elect to provide the Chair a written response within seven days of its issuance. The faculty member may also, within this time frame, write a rebuttal to any comments made by outside evaluators of his or her research which, if done, will be placed in the faculty member's dossier before the dossier is transmitted to the next level of review. A faculty member also may elect to withdraw his or her request for RPT action within fifteen days of issuance of the Chair's Statement, any such request to be communicated to the Chair in writing, with a copy to the dean.

The Dean or Director: In academic units without departments, the Dean or Director shall serve as the first level of administrative review, performing the duties of a Chair as described in the preceding paragraph. In academic units with department chairs, in the case of both favorable and unfavorable RPT recommendations, the Dean shall review the candidate's dossier unless the candidate elects to withdraw his or her candidacy, in which case no further review shall be done. The Faculty Standards Committee ("FSC") of the College or School shall also review the candidate for RPT, assessing the candidate's record and making a written recommendation to the Dean on the proposed faculty status action, including its anonymous numerical advisory vote. Following review of the FSC's assessment and recommendation, the Dean shall issue a written assessment and decision regarding the faculty status action under review, which shall be included in the dossier. The Dean's statement shall also contain a written explanation of the rationale for his/her decision. A copy of the FSC's and the Dean's written assessments will be transmitted to the faculty member, who may elect to add a written response to the dossier within seven days of its issuance. Except in cases where the Dean's decision is the final University action, a faculty member may elect to withdraw his or her request for RPT action within fifteen days' issuance of the Dean's assessment, any such request to be communicated to the Dean in writing, with a copy to the Chair.

The Provost: In the case of both favorable and unfavorable RPT recommendations, for actions that require University-level review the Dean will forward the candidate's dossier to the Provost. The Professional Standards Committee (PSC) of the Faculty Senate shall also review the candidate for RPT. The PSC will assess the candidate's record and transmit a written recommendation, including its advisory and anonymous numerical vote, to the Provost. The Provost may, as he or she deems appropriate, seek further consultation with the Chair and/or Dean about the candidate, but is under no obligation to do so. The Provost shall issue a written determination, including an explanation of the rationale for his/her decision, following review of the PSC's assessment and recommendation. The Provost's decision shall constitute the final action of the University except in cases where the Dean's decision is the final University action. In tenure cases, if the Provost's decision is

favorable, tenure shall become effective at the start of the subsequent academic year.

#### **b. RPT Timetable for Tenure-Track and Tenured Faculty**

The Provost will annually establish a schedule for RPT action steps, except for decisions pertaining to Instructors and the first reappointment of tenure-track Assistant Professors, in which case the authority to set the schedule rests with the Dean.

Notice of non-reappointment shall be provided to tenure-track Instructors, Assistant Professors, or Associate Professors in writing by the Dean according to the schedule set forth below. Non-renewal of an appointment does not carry with it an implication of incompetence or misconduct on the part of the faculty member. In addition to the right of the University not to reappoint any non-tenured faculty member for individual performance reasons, such decisions may be based on reasonably derived administrative, programmatic, or financial reasons.

The following notification schedule shall be based upon consecutive years of uninterrupted service as a tenure track faculty member at the University.

- No later than March 1 of the first academic year of service.
- By December 15 of the second academic year of service.
- At least 12 months before the expiration of an appointment after two or more years of service.

NOTE: These notice periods do not apply to the terminations of appointment addressed in PART FIVE below.

#### **c. Terminal Appointment**

Once having served as tenure track faculty member for the probationary period specified in this Handbook, an individual who has not been awarded tenure shall not again be eligible for a University tenure-track appointment.

### **2. Reappointment Reviews for Non-Tenure Track Faculty**

#### **a. Timing and Venue of Reviews**

(i) Reappointment reviews shall occur prior to the expiration of the appointment according to the notice periods established by the School/College. Reappointment reviews are completed by the department (a “pink sheet” review) or by the department and College/School (a “blue sheet” review). A

non-tenure track faculty member on academic year appointment must have at least one "blue sheet" review up to and including the Dean's level every four to six years, scheduled to coincide with reappointment review. Blue sheet reviews take place at the department and College/School levels only, *i.e.*, they are not transmitted to the Provost for decision.

(ii) In a year in which a non-tenure track part-time or non-tenure track full-time faculty member applies for promotion, a formal review ("green sheet" review) must take place at the department, College/School, and University level. During the academic year a promotion is under review, reappointment review will simultaneously occur at the department and College/School level ("blue sheet review"). If a negative reappointment decision is made, the promotion process will terminate.

#### **b. Evaluation Criteria**

Lecturers shall be evaluated for reappointment on the basis of criteria established by the department and School/College. Clinical faculty at all ranks shall be evaluated for reappointment and promotion based upon the candidate's record of performance in clinical and other related assigned duties on the basis of criteria established by the department and School/College. Research faculty at all ranks shall be reviewed on the quality of performance in scholarship/research and other related assigned duties on the basis of criteria established by the College or School and/or department.

#### **c. Procedures in Matters of Reappointment and Promotion**

Notice of non-reappointment shall be provided in writing to the faculty member according to the schedules set forth below. Non-renewal of an appointment does not carry with it any implication of incompetence or misconduct on the part of the faculty member. A decision not to reappoint a non-tenure track faculty member may be made for individual performance reasons as well as reasonably derived administrative, programmatic, or financial reasons.

NOTE: These notice periods do not apply to the terminations of appointment addressed in PART FIVE below.

(i) *Clinical faculty:* No later than March 1 of the first academic year of service. Following two or more consecutive years of service at the University, at least twelve months before expiration of an appointment.

(ii) *Lecturers:* For the first two appointments as a Lecturer (whether the appointment is full or part-time), and as to Lecturers holding semester-based appointments, no notice apart from the terms of the original appointment letter. As to Lecturers holding academic year appointments who have at least two consecutive years of such service, no later than March 15 of the year in which the appointment ends.

(iii) Research faculty: No later than April 15 of the year in which the appointment ends, provided that all Research faculty appointments are contingent on the availability of grant funding.

### **3. Nature of Grievance Rights**

A faculty member who is denied reappointment, promotion, or tenure shall not have the right to grieve the recommendations or decisions issued at the various steps except for the final action of the Provost (or the Dean in cases where the Dean is the final level of administrative review), provided that the grievance must then be based on grounds otherwise within the jurisdiction of the Faculty Grievance Committee, as set forth in PART SIX.

## **PART FOUR GENERAL CONDITIONS OF EMPLOYMENT**

### **SECTION 1 FACULTY ASSIGNMENTS, COMPENSATION, AND COMMITMENTS**

#### **A. Faculty Availability for Assignments**

Faculty who serve on academic year appointments must be engaged in, and available for, work assignments no later than one week before the beginning of the fall semester and up to one week after Commencement, and during the academic year except for official University holidays. Faculty who hold ten-month appointments normally begin their appointments at the same time as nine-month faculty, with appointments ending one month later than those of nine-month faculty. Ten-month faculty must be engaged in, and available for, work assignments throughout the appointment period, except for official University holidays. Faculty who serve on twelve-month appointments must be engaged in, and available for, work assignments throughout the calendar year except for official University holidays and scheduled vacations. Faculty holding twelve-month appointments are customarily appointed on a schedule commensurate with the University fiscal year.

To meet academic program needs, appointments may be made for a period of one semester only. In these cases, an appointment for the fall semester begins one week before the first scheduled class and extends through December 31; an appointment for the spring semester begins January 1 and extends one week beyond Commencement. In addition, an appointment may be made on a temporary basis for administrative reasons, including filling a special academic program need, meeting unexpected enrollment pressures, or replacing a faculty member who becomes unavailable due to illness or other unanticipated circumstance. A temporary appointment does not carry with it any expectation of reappointment beyond the appointment period, and no notice of non-reappointment is required.

## **B. Faculty Assignments**

Chairs are responsible for the scheduling and assignment of all faculty holding appointments in their units, subject to the approval of the Dean. Such assignments shall be made by the Chair in consultation with the Chair of any secondary appointment unit following consultation with the faculty member as to faculty holding at least academic year duration appointments; in the case of faculty holding Matrix Center appointments, assignments will be made collaboratively by the Chair of the department in which the faculty member holds a primary appointment and the Matrix Center Director following consultation with the faculty member. A copy of the record of individual faculty assignments will be maintained in the faculty member's academic status file.

Subject to the approval of the Dean, a Chair and a faculty member may agree to modify assignments previously made as may be necessary or in the best interests of the department prior to or during an appointment period, provided that (1) any such modification must be memorialized in writing, and (2) the modification may not result in a substantial increase or decrease in the otherwise customary workload over a reasonable time period, such as two academic years.

The Continuing Education Division shall obtain approval for any proposed faculty course assignments from the appropriate department Chair or Dean.

Given the diverse nature of faculty work and the specific needs of academic units, the particulars and weighting of individual faculty assignments will vary between and within departments and academic units. In making assignments, the Chair will consider relevant factors, such as the demands of specific assignments; the availability of teaching support, such as teaching or graduate assistants; the number of classroom contact hours, class size, and total number of students taught by the faculty member; the times at which classes are scheduled; the number of new course preparations; the distribution of individual effort among criteria relevant to the specific faculty appointment (such as teaching, scholarly activity, and service); the requirements of externally funded contracts and grants; and the nature of the academic program, which may require flexibility in assignments to maintain program quality. Chairs will also take into account fiscal considerations, the overall needs and mission of the School/College and the University, and sound pedagogical practices.

With respect to distribution of effort, there are competing demands upon a faculty member, such as responsibilities in the areas of research, teaching, and service for tenure track and tenured faculty. Although a system of precise time accounting is incompatible with the inherent character of a University and faculty work, faculty, Chairs, and Deans have a responsibility to ensure that a demonstrable relationship exists between an assignment and the effort expended. In assessing this relationship, all professional activities, assignments,

and salary distribution information are to be taken into account, whether or not externally sponsored, including supplemental compensation and outside professional service. Federally sponsored research is also subject to effort reporting rules and requirements.

### **C. Salary**

The Chair shall annually make salary recommendations for each faculty member to the Dean. The Dean shall approve or revise the Chair's recommendation and record the distribution of sources and the amount of money from each source to be applied in payment of the salary. Salary awards will be made in a manner consistent with institutional compensation guidelines and based upon factors specifically identified by the Provost in consultation with the Deans, such as performance, market, equity, and cost-of-living increases. Salary will be paid pursuant to the University payroll schedule, with deductions as required by law or as elected by a faculty member under University benefits plans. A salary award cannot be changed by the Chair or Dean during a year for which it has been set without the approval of the Provost and demonstrably appropriate extenuating circumstances.

The salary of a tenured faculty member may be supported by a career-development award, a University-administered research grant, a primary or secondary administrative appointment, or other sources, without impact on tenure. Funds shall be reserved in the base budget of the appropriate College or School to ensure full budgetary support of the tenure line upon the cessation of any such funding source. The base salary of a tenured faculty member may not be reduced except upon mutual agreement of the faculty member and the University commensurate with a reduction in FTE.

NOTE: A salary award may be appealed through normal channels and may be grieved only upon grounds within the scope of the grievance process.

### **D. Supplemental Compensation**

The base salary of a full-time faculty member is intended to provide full remuneration for all professional activities performed for, and in the name of, the University. There will, however, be instances in which, for programmatic or administrative reasons, the University wishes to provide opportunities and incentives for faculty to engage professionally in University activities in addition to their regular assignments.

Assignments that will result in supplemental compensation to a faculty member require submission of completed documentation to the Provost's Office, to include advance written approval by the Chair, Dean, and budget officer of the unit proposing payment.

In the case of faculty receiving compensation funded by a grant or contract, advance approval from a grant or contract sponsor and/or the Controller's Office may also be required. Such supplemental compensation and work must in all instances comply with federal cost accounting principles and research sponsor requirements and/or guidelines relative to effort reporting.

When considering approval of proposed supplemental assignments and compensation, Chairs and Deans must determine that the proposed activities will not significantly interfere with the regular assignments of the faculty member. The activities for which supplemental compensation will be provided shall ordinarily not exceed the equivalent of one day per week during an appointment period. If a faculty member is also engaged in outside professional service, the total supplemental and outside professional service shall not exceed the equivalent of one day per week.

NOTE: Compensation received by faculty engaged in clinical practice through a University-approved practice mechanism is not considered to be supplemental compensation under this provision.

#### **E. Outside Professional Service**

In keeping with the land-grant tradition, the University recognizes teaching, research, and service as central to its mission. Outside professional service can enrich University academic programs and benefit a variety of agencies and organizations, both public and private. The University thus acknowledges the value of faculty engaging in professionally-related activities that render service and at the same time contribute to their competence as professionals. In making decisions to undertake such service, however, faculty must foremost consider the requirements of their University responsibilities and regular assignments. Faculty must also conduct themselves in a manner consistent with the standards and procedures contained in University policies governing conflicts of interest and commitment.

Faculty who engage in outside professional service, whether or not compensated, shall make a written report of the activities to their Chairs no less than once annually, updating the report as circumstances change. The amount of compensation, if any, received for the service need not be reported. The total time devoted to outside professional service shall not exceed the equivalent of one day per week. If a faculty member is also receiving supplemental compensation for University activities, the total time devoted together to supplemental and outside professional service activities shall not exceed the equivalent of one day per week.

A faculty member engaged in outside professional service must avoid conflicts of interest with assigned University responsibilities and comply strictly with University and sponsoring agency standards and procedures governing such

conflicts. In addition, a faculty member must comply with University policies regarding use of the University name, trade and service marks, letterhead, and other indicia of institutional affiliation and, when engaged in outside professional service, may not make more than incidental use of University facilities, supplies, equipment, or services. Any proposed method of reimbursement to the University for use of University facilities, supplies, equipment, or services must be approved in advance and in writing by the Dean and the Provost.

#### **F. Clinical Services**

Faculty engaged in clinical practice through a University-approved clinical practice mechanism are eligible to receive compensation from such sources in addition to their University base salary. The amounts and sources of all salaries must be ascertained and recorded by the Chair in the annual salary determination letter issued to the faculty member.

#### **G. Conflict of Interest**

The University's current Conflict of Interest and Conflict of Commitment Policy is available at the following web site:

[http://www.uvm.edu/~uvmppg/ppg/general\\_html/conflictinterest.pdf](http://www.uvm.edu/~uvmppg/ppg/general_html/conflictinterest.pdf)

#### **H. Public Office**

Recognizing that public service is an act of good citizenship, the University wishes to facilitate such service where feasible and appropriate. A faculty member who wishes to seek or hold public office, which for purposes of this provision means elective or appointive political, administrative, or judicial office, should at the earliest possible date formally notify the Provost, Dean, and Chair of his or her intentions so that necessary coverage and the terms of any associated leave may be arranged reasonably in advance.

- a. *Full-time public office.* A faculty member must negotiate the terms of leave with the Provost, the latter of whom will consult with the Chair and Dean, regarding any proposed public service that will require a full-time commitment. Periods of leave for full-time service shall be unpaid and generally will commence at the time that the individual assumes office. As part of the leave request, the individual must inform the Provost of the anticipated date of return to full-time faculty status, and there is no guarantee of reinstatement at a time earlier than agreed when the leave is approved. Leaves generally will not be granted for more than one term in office. Absent advance written approval by the Provost following consultation with the Dean and Chair, a faculty member who does not return to the University and resume regular assignments in accordance with

the approved leave schedule will be deemed automatically to have resigned his or her appointment.

- b. *Part-time public service.* Faculty who hold public service appointments that are part-time in nature but involve substantial responsibilities, such as in the state legislature, must negotiate a partial leave of absence at an appropriately reduced FTE and commensurate salary for the term or period of active service.

## **I. Political Campaigns**

Campaigns for political office, and participation in such activities, must be conducted in a manner consistent with all applicable institutional policies, including those relating to conflicts of interest; political activities: tax exempt organization restrictions; and use of University name, symbols, letterhead and other proprietary indicia of association.

## **J. Teacher's Oath**

State law requires that, except for persons who are not U.S. citizens, faculty members take the following oath: "I do solemnly swear or affirm that I will support the Constitution of the United States and of the State of Vermont and the laws of the United States and the State of Vermont." A signed, notarized statement consistent with this requirement must be filed with the Human Resources office.

# **SECTION 2 FACULTY BENEFITS**

## **A. Vacations**

Faculty members on 12-month appointment of .75 FTE or greater are allocated twenty-two working days each fiscal year (prorated with reference to FTE), which may be accumulated to a maximum of forty-four working days. Vacation schedules are subject to the advance approval of the Chair and Dean.

Faculty whose salaries are derived from research grants or from funds other than the General Fund must use all vacation accumulated before the end of the externally funded appointment period unless the grant or funds terms and conditions otherwise permit.

Faculty should consult with the Human Resources office for information regarding periods during which vacation leave is not accumulated.

## **B. Leaves of Absence**

- a. Generally. An absence from regular duties for a period of more than two weeks is considered a leave that must be approved as described below. Any absence from regular University duties for a period of less than two weeks is considered an “absence”. The terms of an absence must be arranged by the faculty member with the Chair and Dean, in advance except in an emergency, and a plan for coverage of assignments must be approved by the Chair and Dean.
- (i) *Required notice of intent to return.* A faculty member on an approved leave must advise the appropriate Dean by February 1 during a leave in progress of his or her intentions with respect to return for the upcoming academic year. Absent advance written approval by the Provost following consultation with the Dean and Chair, failure to provide timely notice of intent to return or to secure the requisite approval of a leave extension shall automatically constitute a resignation of the faculty appointment as of the date on which the approved leave ends .
- (ii) *Sponsorship during leave of absence.* Faculty on leave of absence ordinarily may not concurrently hold a grant administered by the University. If, during the leave, a faculty member will be receiving compensation from a non-University source, the sponsor is expected to carry both salary and benefits unless an exception is approved in advance and in writing by the Provost. In addition, during the leave a faculty member is ineligible to receive supplemental compensation unless an exception is approved in advance and in writing by the Provost.
- (iii) *Effect on probationary period.* An approved leave of absence is not considered an interruption of service for purposes of calculating applicable probationary periods. Faculty who wish to seek an extension of the probationary period must follow the procedures set forth above in PART THREE, Section 2.1.
- b. *Medical Leave and Long-Term Disability Insurance.* A medical leave will be granted upon submission to the Human Resources office of adequate medical evidence of an accident or illness that renders the faculty member temporarily incapable of performing assigned duties. Eligibility for paid medical leave and long-term disability insurance is determined under applicable benefits plans and with reference to a faculty member’s appointment period length and FTE. Faculty who have held a University appointment for one year or more may be granted up to six months' medical leave at the salary and benefits rate in effect at the time the leave is requested. Faculty who have held a University appointment for less than one year may be granted up to one month's medical leave at the salary and benefits rate in effect at the time the leave is requested, and may request an

additional period of unpaid medically-based leave. Information regarding long-term disability benefits may be obtained from the Human Resources office.

A qualifying faculty member who is on medical leave for five or more consecutive University business days must submit a physician's statement indicating the reason for the absence. The University may also request from a faculty member submission of evidence of medical fitness to return to work following a period of medical leave.

- c. *Child-Bearing and Parental Leave.* A child-bearing leave shall be considered a medical leave, *i.e.* a temporary disability associated with pregnancy or childbirth based upon medical determination that the faculty member is incapable of performing her duties. Medical leave necessitated by complications of pregnancy or childbirth is also covered by the general University medical leave policy. In addition, at the faculty member's election, available medical leave may be taken to cover a period of confinement for delivery and recovery. For faculty entitled to paid medical leave, salary and customary University contributions to benefits will continue for the duration of such leave.

A medically unrelated decision to seek a leave of absence prior to childbirth or not to return to duties subsequent to childbirth does not qualify as medical disability or entitle a faculty member to medical leave.

All or a portion of an absence due to childbearing may be covered by the Family Medical Leave/Vermont Parental and Family Leave Acts. Faculty may use up to six weeks of allotted or accrued paid leave and up to six weeks unpaid leave, or up to twelve weeks of unpaid leave, for qualifying purposes. During such leave, customary University contributions to benefits will continue. Except as otherwise required by law, parental leave is available as an unpaid leave of absence for which advance approval must be obtained from the Provost, who will consult with the appropriate Dean.

Faculty are strongly encouraged to consult the Human Resources office for information regarding eligibility for childbearing or parental leave and its associated terms and conditions.

- d. *Family Medical Leave.* The federal Family Medical Leave Act entitles qualified employees up to twelve weeks of unpaid leave annually for the birth or adoption of a child, to care for a spouse or immediate family member with a serious health condition, or if an employee is unable to work because of a serious health condition. Faculty should consult the Human Resources office for information regarding eligibility for Family Medical Leave and its associated terms and conditions. Faculty entitled to paid vacation or medical leave may invoke such leave options together with their entitlements under

this federal law so as to remain on paid leave status, retain full benefits, or extend their periods of leave beyond the time available under Family Medical Leave Act provisions.

NOTE: The Act limits leaves available to spouses employed by the same employer to a combined total of twelve work weeks during any twelve - month period if leave is taken for childbirth, adoption, or child foster care.

- e. *Military Leave.* Faculty will be granted leaves of absence for the purpose of military service in the United States armed forces in a manner consistent with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 and other pertinent legislation, including provisions relating to reinstatement.
- f. *Leave without Pay.* A faculty member who wishes to go on leave of absence without pay must apply in writing to the Chair for a full or partial unpaid leave of absence. If such a leave is recommended to the Provost by the Chair and Dean, a decision on the application will be made by the Provost following consultation with the Dean. The Dean will notify the faculty member in writing of the Provost's decision. Notification of an approved leave will include the period of leave authorized and any associated conditions.

(i) Unpaid Leave of Absence without Benefits. A faculty member whose approved leave is fifteen days or more may opt to continue the medical and dental insurance benefits for which he/she was eligible immediately prior to leave commencement at his or her own sole expense. A faculty member whose approved leave is fourteen days or less will continue to receive University contributions to the cost of such medical and dental insurance benefits provided that he or she maintains the otherwise required faculty contributions. A faculty member on a leave of absence does not accumulate paid vacation or medical leave, service credit toward completion of probation, sabbatical or professional development leave eligibility, or seniority. In the case of a faculty member granted a leave of absence that involves salary or other compensation from a non-University source, the sponsoring agency shall carry both salary and fringe benefits unless the Provost approves an exception in writing and in advance.

(ii) Unpaid Leave of Absence with Partial Benefits. The Provost may approve an unpaid leave of absence with partial benefits on a case-by-case basis if the purpose of the leave is to pursue a clearly articulated scholarly, creative, or professional agenda that will enhance the mission of the University and the request has the written support of the faculty member's Chair and Dean, provided that the final decision rests with the Provost. If the request is approved, the University will continue its contributions over the length of the leave of absence for medical, dental

and long-term disability insurance coverage at the same rate that was in effect prior to the start of the leave, except that long-term disability insurance cannot be extended for more than one year. The faculty member will also continue to make contributions at the same rate as applied prior to the start of the leave. During such a leave of absence, the University will not contribute to the faculty member's retirement plan, paid vacation and medical leave will not accumulate, and tuition remission will not be available except for the faculty member's dependent children.

### **C. Sabbatical Leaves**

The objectives of the sabbatical leave program are to enhance the educational environment of the University and to promote the professional development of the faculty member by affording opportunities for sustained periods of concentrated research and study free from regular on-campus obligations. An award of sabbatical leave is based upon the expectation that the faculty member will utilize the leave to engage in activity that will add to knowledge in the academic field, enhance teaching effectiveness, broaden fields of competency, or generate other professional experience valuable to the University and the faculty member. Appropriate means of achieving these objectives include sponsored or non-sponsored research, formal or informal study, or creative activity relevant to the faculty member's customary University responsibilities. The University and the faculty member share responsibility for ensuring the effective use of a sabbatical to achieve these objectives.

- a. Eligibility. Sabbatical leaves may be granted to Officers of Instruction or Research at the rank of Associate or full Professor. A faculty member is first eligible for a sabbatical leave following completion of six years of University service at not less than .75 FTE, provided that the faculty member must have a contractual guarantee of not less than .75 FTE appointment for at least one academic year following return from the sabbatical. For purposes of this provision, twelve semesters for academic-year appointees and twelve half-years for twelve -month appointees constitutes the required six years of completed service, which may be accumulated non-consecutively over a period of up to ten years. Time accumulated toward a sabbatical leave at another institution may be counted if approved by the Provost in writing at the time of the initial University appointment.

After the first sabbatical, faculty are eligible for either (a) a half-sabbatical leave after an additional three years of service; or (b) a full sabbatical leave after additional six years of service, calculated as just stated. Time spent in other types of approved leave shall not be counted toward accumulated service.

- b. *Application process.* To apply for a sabbatical, a faculty member must complete forms available from the Office of the Provost. If a faculty member has previously taken a University sabbatical, the application must include a copy of the application filed for the most recent sabbatical leave and the written report describing the results of such leave. Faculty submit sabbatical applications through their Chairs and Deans. To ensure timely review, the application must reach the Provost by October 1 of the year prior to the commencement of the proposed sabbatical leave. The Provost shall seek the advice of the Professional Standards Committee in making decisions on sabbatical leave applications.
- c. *Deferral of Leave.* A faculty member may request deferral of an approved sabbatical leave for up to two years, subject to the prior written approval of the Chair, Dean, and Provost. If the faculty member is engaged in regular University assignments during the deferral period, the Provost shall determine at the time a request for deferral is granted whether the time period over which the deferral runs will be counted as service accrued for a subsequent sabbatical leave. If, for administrative reasons, a Chair or Dean requests that a faculty member defer an approved sabbatical leave, the time period over which the deferral runs will be counted as service accrued for a subsequent sabbatical leave.
- d. *Duration and Compensation.* The salary provisions set forth in this subsection shall be calculated with reference to the base salary rate established for the faculty member. A full sabbatical leave for faculty on academic year appointments will be for one semester at full salary or for two consecutive semesters at 77.3 percent salary. A half-sabbatical leave for academic-year appointees will be for one semester at 77.3 percent salary. A full sabbatical leave for 12-month appointees will be for six months at full salary or for a year at 77.3 percent salary. A half-sabbatical leave for 12-month appointees will be for six months at 77.3 percent salary. A full sabbatical may be split into two non-consecutive periods, if requested at the time of application, or during the sabbatical with the written approval of the Provost following consultation with the Dean and Chair. The University will continue its customary contributions toward benefits premiums and retirement plans during the leave, assuming the faculty member otherwise meets eligibility requirements for participation in the programs.
- e. *Restrictions during sabbatical leave.* A faculty member on sabbatical leave shall not engage in other employment during the leave except in cases, as determined in advance by the Provost, when such employment will increase professional competence or otherwise serve the objectives of the sabbatical program. Approval to engage in compensated employment during the sabbatical period is ordinarily sought during the sabbatical application process. University employment during a sabbatical is strongly discouraged and, if approved, is subject to supplemental compensation restrictions.

Outside professional service during a sabbatical is also strongly discouraged and remains subject to the conditions and restrictions set forth in this Handbook.

- f. *Return to Faculty Appointment.* During the sabbatical leave, a faculty member must be reasonably available to the Chair to discuss assignments upon return to the University. Absent advance written approval by the Provost following consultation with the Dean and Chair, failure to return to regular University assignments as scheduled will automatically be deemed a resignation of the faculty appointment. Within sixty days following completion of the sabbatical leave, the faculty member shall submit to the Chair and Dean, with a copy to the Provost, a written report detailing sabbatical activities and accomplishments.

A faculty member must complete at least one academic year of University service holding not less than .75 FTE appointment status following completion of the sabbatical. If the faculty member fails to do so, the University may seek restitution for salary and the value of benefits paid during the sabbatical.

#### **D. Retirement**

In the absence of extenuating circumstances, a faculty member should advise the Chair of his or her intent to retire reasonably in advance of the effective date of retirement, customarily during fall semester for a retirement planned for the following academic year. Conditions of eligibility for retirement programs are found in plan descriptions available from the Human Resources office.

#### **E. Emeritus/emeriti**

- a. *Generally.* The bestowal of emerita/emeritus status is an honor awarded in the discretion of the Provost to a faculty member who has achieved a career of professional accomplishment and provided distinguished service to the University, the community, and his or her professional discipline. To be eligible for nomination, a faculty member must declare his/her intention to retire from the University. Emerita/emeritus status may also be awarded posthumously.
- b. *Procedure.* Nominations of faculty for emeriti status are made by or through the office of the appropriate Dean during the semester preceding retirement. The Dean will forward these nominations to the Provost, accompanied by his/her recommendation on the nomination and a succinct statement summarizing the meritorious service rendered by the faculty member and a copy the current *curriculum vitae*. The Provost will notify the Dean in writing of the decision on the nomination.

- c. *Titles.* For tenured faculty, the emeriti title will be a recitation of the type of academic appointment, followed by the academic discipline, and Emerita/Emeritus (e.g., Professor of [academic discipline] Emerita/Emeritus). For non-tenured faculty, the title will normally be a recitation of the type of appointment, and Emerita/Emeritus (e.g., “Lecturer Emerita/Emeritus”).
- d. *Recognition.* Emeriti will be recognized ceremonially at the time of retirement through acknowledgement in the University Commencement program and the award of a certificate of emerita/emeritus status. Thereafter, emeriti shall be listed by name and title in University catalogues.
- e. *Privileges.* Emeriti will be issued, upon their request, a University Identification card, which will give access to the following:
- A UVM parking permit, issued under the same procedures and policies as apply to active University employees. Should an emeritus faculty member be re-employed by the University, he or she will be subject to the same parking rates, policies, and procedures as apply to active employees
  - Library borrowing privileges as provided to active faculty
  - Discounts at the University store and access to tickets for UVM events insofar as provided to active employees
  - Use of the UVM e-mail system, subject to the UVM computer and email use policies
  - UVM Athletic facility access under any rates schedule applicable to retirees.

NOTE: All privileges described in this subsection are for the sole use of emeriti faculty and do not extend, unless otherwise expressly stated in program descriptions, to a spouse/civil union partner or dependents.

- f. *Post-Retirement Appointments.* Emeriti faculty may apply for University faculty appointments on a part or full-time basis following retirement. In the case of such an appointment, the title to be held will be Emeritus Faculty. On appointment, the provisions of this Faculty Handbook shall apply to the terms and conditions of the appointment made and supersede the provisions of this section on emeriti until the faculty member resumes non-active emeritus/emerita status. Before applying for a post-retirement appointment, the faculty member should consult the Human Resources office for

information regarding the effect of the resumption of University employment upon eligibility for post-retirement benefits.

Eligibility for post-retirement benefits other than award of emeritus status is determined in accordance with applicable University policies, plans, and programs.

## **PART FIVE FACULTY APPOINTMENT TERMINATIONS**

Faculty appointments terminate through resignation or retirement or under the additional circumstances set forth below. These provisions address situations in which a faculty appointment may terminate during an appointment term and, in the case of tenured faculty, tenure may terminate.

### **SECTION 1 FINANCIAL EXIGENCY**

#### **A. Policy**

A condition of financial exigency shall be declared by the Board of Trustees at such time as the University faces an imminent financial crisis that threatens the survival of the institution as a whole and that cannot be alleviated by less drastic measures. Such declaration and any associated action may be taken only in accordance with these provisions and in a manner consistent with the principles set forth in Regulation 4(c) of the American Association of University Professors' ("AAUP") Recommended Institutional Regulations on Academic Freedom and Tenure.

#### **B. Preconditions to Declaration**

The University is required to take necessary and appropriate steps to address an imminent or actual financial crisis prior to declaration of a condition of financial exigency. Such steps shall include development by the President of a plan designed to remedy actual or projected budgetary deficits through reduction in operating expenses, increase in revenues, or both. The President will develop such plan in consultation with the Financial and Physical Planning and Curricular Affairs Committees of the Faculty Senate. The President will subsequently present the plan to the Faculty Senate prior to its implementation.

If, in the judgment of the President, implementation of the plan fails to avert or remedy a financial crisis, the President will so inform the Financial and Physical Planning and Curricular Affairs Committees of the Faculty Senate and, following consultation with such Committees, will also report on the matter to the Faculty Senate. After such report, the President may recommend to the Board of Trustees that it declare a condition of financial exigency. The Board

shall take action on such recommendation at a regular or specially scheduled meeting of the full Board.

### **C. Termination of Faculty Appointments for Reason of Financial Exigency**

A condition of financial exigency may require the termination of faculty appointments. Terminations can occur due to the elimination of an academic unit, or through the selection of individuals from within such units. In all such cases, the following standards and procedures shall apply:

(i) *Plan*. As soon as feasible following a declaration of financial exigency by the Board of Trustees, all Deans shall, in consultation with Chairs, program heads, and the Faculty Standards and Curriculum Committees of their Colleges or Schools, devise Plans designed to address the programmatic and administrative implications of the declaration. Each Plan will include an articulation of criteria and statements of rationale upon which bases (1) academic units have been targeted for elimination and/or (2) faculty appointments have been identified for termination. Plans may include factors including academic policy considerations; personnel policy considerations, such as seniority and/or length of professional service and affirmative action requirements; and administrative policy considerations, such as balanced and reasonable allocation of human, physical and budgetary resources. Prior to the finalization and implementation of Plans, the Deans shall consult with the Provost as necessary, appropriate, and desirable.

(ii) *Academic Unit Elimination for Reasons of Financial Exigency*. Deans shall incorporate into the Plans recommended actions with respect to the elimination of academic units. Such initiatives shall conform to the requirements of the Protocol and Procedures for Review of Proposals to Initiate, Alter, or Terminate an Academic Unit, Curriculum, Research or Service Endeavor, maintained by the Office of the Provost in consultation with the Faculty Senate.

(iii) *Involuntary Appointment Terminations*. Before recommending the involuntary termination of a faculty appointment, a Dean must explore and articulate in a Plan all feasible alternatives, such as voluntary faculty retirements, reductions in full-time equivalency, leaves of absence, and intra-institutional reassignments including where feasible opportunities for retraining. In the event that there are no feasible alternatives to faculty terminations, appointments shall be terminated in accordance with the following standards and procedures:

a. *Priority*. Except for compelling and *bona fide* reasons of academic policy, appointment terminations will be made within academic units in conformance with the following order of

priority: non-tenure track faculty; non-tenured tenure track faculty in reverse order of seniority or credited professional service; tenured faculty in reverse order of rank and, within each rank, in reverse order of seniority or credited professional service (hereafter, the Priority Schedule).

b. *Procedure.* In considering whether to terminate a faculty appointment, a Dean shall consult with the Faculty Standards Committee of the College or School. If, following such consultation, the Dean decides to terminate the faculty appointment, he/she shall provide written notice to the faculty member. Such notice will include the criteria and the rationale upon which the individual termination decision is based; the effective date of termination; and rights of appeal, severance, and reinstatement, as described below.

c. Rights of Appeal.

(1) Appeal to the Provost. Within forty-five days of the date of an adverse decision by the Dean following issuance of a notice of termination, the faculty member may file a written appeal with the Provost, stating with particularity the bases of the appeal. The faculty member may not appeal the issue of whether there exists a condition of financial exigency. In considering the appeal, the Provost shall obtain a written recommendation from the Curricular Affairs Committee and issue a written decision within forty-five days of the date of receipt of the appeal.

(2) Appeal to the President. Within twenty-five days of the date of an adverse decision by the Provost, the faculty member may file a written appeal with the President, stating with particularity the bases of the appeal. The faculty member may not appeal the issue of whether there exists a condition of financial exigency. The President will issue a written decision within forty-five days of receipt of the appeal.

(3) *Faculty Grievance Process.* In cases otherwise within the jurisdiction of the Faculty Grievance process, a faculty member may grieve a termination decision in accordance with customary grievance procedures, provided that normal institutional channels shall be deemed exhausted following an adverse decision by the Provost.

d. Severance Rights

Faculty whose appointments are terminated for reason of financial exigency shall be provided notice, or salary and benefits in lieu of such notice, in accordance with the following schedule:

(i) During the first year of probationary service in the case of tenure track appointments, or during the term of appointment in the case of non-tenure track appointments renewable annually, a minimum of three months' notice or equivalent salary and benefits in lieu of notice if notice is given after March 1.

(ii) During the second year of probationary service in the case of tenure track appointments, or during the term of appointment in the case of non-tenure track appointments with terms in excess of one year, a minimum of six months' notice or equivalent salary and benefits in lieu of notice if notice is given by December 15, or salary and benefits equivalent to one year's notice if notice is given after December 15.

(iii) In the case of probationary tenure-track faculty with more than eighteen months' service, and in the case of tenured faculty, no less than twelve months' notice or equivalent salary and benefits in lieu of notice.

Compensation payable under this provision shall be made on the customary payroll schedule. Persons who are reinstated or re-employed under the provisions below shall forfeit any right to continuing severance payments as of the start date of such reinstatement or re-employment.

e. Additional Rights.

The University shall provide outplacement assistance to persons whose tenured appointments were terminated for reasons of financial exigency.

f. Reinstatement.

Prior to the effective date of termination and for a period of three years following the effective date of termination, persons whose tenured appointments were terminated for reason of financial exigency shall be offered reinstatement if a comparable position for which they are qualified becomes available. Before recruitment may be otherwise initiated relative to any position for which persons may be eligible for reinstatement, such eligible persons will receive written notification of the vacancy through the Office of the Provost or its designee. The qualifications of any applicant for the position will be evaluated by the hiring

department, the Dean, and the Provost. If, in their judgment, there is more than one qualified applicant whose appointment terminated due to financial exigency, the appointment offer will be made in accordance with the Priority Schedule.

It is the responsibility of individuals having rights under this provision to ensure that the Department from which their tenured appointments were terminated and the Office of the Provost have a current mailing address at which they may be contacted if a position becomes available. Notice of position vacancy shall be deemed sufficient if it is made in writing and sent by certified mail to the last address of record (hereafter, Requisite Notice). Any position offered must be accepted in writing within thirty days of the date of mailing of notice of position vacancy and in the manner specified in the offer. Failure to accept a position offered constitutes a waiver of any further preferential rights to reinstatement or re-employment.

Faculty reinstated under this provision shall be appointed at no less than the salary, rank, and appointment status associated with the tenured appointment from which termination occurred, as of the effective date of such termination, along with all other rights and privileges available to similarly situated faculty whose appointments were not terminated.

g. Re-employment.

Except for compelling and *bona fide* reasons of academic policy or for reasons relating to University affirmative action requirements, for a period of three years following the effective date of termination persons whose tenured appointments were terminated for reasons of financial exigency will be eligible for a right of first refusal relative to positions for which they are qualified and that become available in academic departments other than the one from which their tenured appointments terminated. Notification shall be made accordance with the Requisite Notice.

Application for such positions shall be made pursuant to recruitment procedures otherwise in effect. The qualifications of any applicant who has priority under this provision for such positions will be evaluated by the hiring Department, the Dean, and the Provost. If, in their judgment, there is more than one qualified applicant whose tenured appointments were terminated for reasons of financial exigency and in the absence of compelling reasons to the contrary as just described, the offer

will be made on the basis of the Priority Schedule. Positions becoming available shall be offered at a salary, rank, and appointment status appropriate to the position, together with all associated rights and privileges of such employment.

h. Cessation of Condition of Financial Exigency.

It is the responsibility of the President to monitor closely the financial status of the University during a period of financial exigency. Through the Faculty Senate Financial Policy Committee or as the Faculty Senate President otherwise requests, the University President shall periodically report on the matter to the Faculty Senate. At such time as the President, after consulting with the Financial Policy Committee and advising the Faculty Senate, determines that the condition of financial exigency no longer exists, the President shall recommend to the Board of Trustees at a regular or specially scheduled meeting of the full Board that a declaration of cessation of the state of financial exigency be made.

**SECTION 2 ELIMINATION OF AN ACADEMIC UNIT FOR BONA FIDE  
ACADEMIC REASONS**

a. Policy

Proposals for the termination of academic units for *bona fide* academic reasons shall be advanced in accordance with the Protocol and Procedures for Review of Proposals to Initiate, Alter, or Terminate an Academic Unit, Curriculum, Research or Service Endeavor.

b. Termination of Faculty Appointments

Termination of a faculty appointment may occur as a result of the elimination of an academic unit for *bona fide* academic reasons. If a proposal to eliminate an academic unit includes the termination of faculty appointments, the plan must be reviewed by the Faculty Senate Curricular Affairs Committee and its recommendation shall be made to the Provost. In the event of faculty appointment terminations, the standards and procedures set forth below shall apply.

c. Alternatives to Involuntary Termination

Before a recommendation to terminate tenure is made because of elimination of an academic unit, a reasonable effort must be

made to relocate a faculty member whose position is to be eliminated into another unit of the University in which it is mutually agreed that the faculty member can make a substantive contribution. A reasonable effort must also be made to consider other possible options, including an early retirement arrangement, re-training including financial support for such training, and reductions in percent of effort from full-time to part-time employment.

d. Priority.

Deans shall also be guided by the Priority Schedule in determining faculty eligibility for alternatives to involuntary termination.

e. Termination Procedure

In considering whether to terminate a faculty appointment and in evaluating alternatives to involuntary termination, the Dean shall consult with the Faculty Standards Committee of the College or School and shall obtain a written recommendation from such Committee. If, following this consultation, a decision is made to terminate a faculty appointment, the Dean shall provide written notice to the faculty member. The notice will include a description of the basis of the termination decision; the effective date of termination; and rights of appeal, severance, reinstatement, and re-employment, as described below.

f. Rights of Appeal

*(i) Appeal to the Provost.* Within forty-five days of the date of notice of termination by the Dean, the faculty member may file a written appeal with the Provost, stating with particularity the bases of the appeal. A faculty member may not appeal the decision to terminate an academic unit. In considering the appeal, the Provost shall consult with the Curricular Affairs Committee and obtain a written recommendation from the Committee. The Provost will issue a written decision within forty-five (45) days of receipt of the appeal.

*(ii) Appeal to the President.* Within twenty-five days of the date of an adverse decision by the Provost, the faculty member may file a written appeal with the President, stating with particularity the bases of the appeal. The faculty member may not appeal the decision to terminate an

academic unit. The President will issue a written decision within forty-five days of receipt of the appeal.

*(iii) Faculty Grievance Process.* In cases otherwise within the jurisdiction of the Faculty Grievance process, a faculty member may grieve a termination decision in accordance with customary grievance procedures, provided that normal institutional channels shall be deemed exhausted following an adverse decision by the Provost, and a grievance cannot be filed following issuance of an adverse decision by the President.

#### g. Severance Rights

*Notice or Compensation.* Faculty whose appointments are terminated under this provision shall be given notice, or salary and benefits in lieu of such notice, as follows:

(i) During the first year of probationary service in the case of tenure track appointments, or during the term of appointment in the case of non-tenure track appointments renewable annually, a minimum of three months' notice or equivalent salary and benefits in lieu of notice if notice is given after March 1.

(ii) During the second year of probationary service in the case of tenure track appointments, or during the term of appointment in the case of non-tenure track appointments with terms in excess of one year, a minimum of six months' notice or equivalent salary and benefits in lieu of notice if notice is given by December 15, or salary and benefits equivalent to one year's notice if notice is given after December 15.

(iii) In the case of probationary tenure-track faculty with more than eighteen months' service and, in the case of tenured faculty, no less than twelve months' notice or equivalent salary and benefits in lieu of notice.

Compensation payable under this provision shall be paid on the customary payroll schedule. Persons who are reinstated, re-employed, or awarded a paid leave of absence by the University under the provisions set forth below shall forfeit any right to continuing severance payments as of the date of

the commencement of reinstatement or re-employment or the paid leave.

#### h. Additional Rights

The University shall provide outplacement assistance to persons whose tenured appointments were terminated under this provision.

#### i. Leaves of Absence and Re-Training

Faculty eligible for re-assignment within an academic unit or to a new academic unit in lieu of termination, or reinstatement or re-employment under this provision, respectively, may be eligible for a paid leave of absence and/or payment of tuition or professional development expenses under the following conditions and circumstances:

(i) A faculty member re-assigned within an academic unit or appointed to a new academic unit may apply for a paid leave of absence for the purpose of facilitating re-training or professional development reasonably necessary for the new appointment. Application for such leave shall be made to the Provost, who will act on the request in consultation with the chair of the hiring Department and the appropriate Dean. In conjunction with a leave approved under this paragraph, application may also be made for payment of tuition associated with re-training or professional development; the Provost will consider the request in consultation with the Chair of the Department wherein appointment will be made and the corresponding Dean.

(ii) Persons reinstated or re-employed under this provision may apply to the Provost for payment of tuition or professional development expenses relative to work reasonably necessary to the assumption of the reassignment or new appointment.

#### j. Reinstatement

(i) *Preferential Reinstatement.* Prior to the effective date of termination and for a period of three years following the effective date, faculty whose tenured appointments were terminated under this provision shall be offered reinstatement

before recruitment may be otherwise initiated relative to any comparable available position for which they are qualified.

(ii) *Exercise of Rights.* Before recruitment may be otherwise initiated relative to any position for which persons may be eligible for reinstatement under this provision, eligible persons shall receive written notification of the vacancy through the Office of the Provost or its designee by means of the Requisite Notice. The qualifications of any applicant for the position will be evaluated by the hiring Department, the Dean, and the Provost. If, in their judgment, there is more than one qualified applicant whose appointment was terminated for *bona fide* academic reasons, the appointment offer will be made on the basis of the Priority Schedule. It is the responsibility of faculty having rights under this provision to ensure that the academic department from which their tenured appointments were terminated and the Office of the Provost have a current mailing address at which they may be contacted in the event that a position becomes available. Any person offered a position under this section must accept in writing within thirty days of issuance of such notice and in the manner specified in the offer. Failure to accept a position offered constitutes a waiver of any further preferential rights to reinstatement or re-employment.

(iii) *Status Retention.* A faculty member reinstated under this provision shall be appointed at no less than the salary, rank, and appointment status associated with the tenured appointment from which termination occurred as of the effective date of such termination, along with all other rights and privileges otherwise available to similarly situated faculty whose appointments were not terminated.

k. Re-employment.

Except for compelling and *bona fide* academic reasons or for reasons relating to University affirmative action requirements, for a period of three years following the effective date of termination persons whose tenured appointments were terminated under this provision will be eligible for a right of first refusal relative to positions for which they are qualified that become available in academic departments other than the one from which their tenured appointments terminated. The Requisite Notice shall be given.

Application for such positions shall be made pursuant to recruitment procedures otherwise in effect. The qualifications of any applicant for such position who has priority under this provision will be evaluated by the hiring Department, the Dean, and the Provost. If, in their judgment, there is more than one priority applicant qualified for the position, then in the absence of compelling reasons as described in the previous paragraph, the offer will be made on the basis of the Priority Schedule. A position becoming available under this provision shall be offered at a salary, rank, and appointment status appropriate to the position, together with all associated rights and privileges of the employment.

### **SECTION 3 TERMINATION FOR CAUSE – TENURED, TENURE TRACK, AND FULL-TIME FACULTY**

#### **A. Policy**

Termination of a tenured appointment, or termination of a full-time non-tenured faculty appointment, may be effectuated by the University for adequate cause, defined as a demonstrated lack of professional or moral fitness, incompetence as a teacher, or gross neglect of duty.

#### **B. Procedures**

*Note:* All “days” referenced in this Section 3 are business days. All actions for which this section provides should occur within the specified time periods in the absence of extenuating circumstances.

(i) A written charge, accompanied by a summary of preliminary supporting evidence, may be brought either to or by the Dean of the College or School in which the faculty member holds a primary appointment. Within fifteen days’ notice to the Dean’s office of faculty conduct that may constitute grounds for termination for cause, the Dean shall provide the faculty member with prompt written notice of the charges and an opportunity to respond in a meeting and in writing. The Dean, following consultation with the Chair in whose department the faculty member holds a primary appointment, may place the faculty member on paid administrative leave pending final action on the charges.

(ii) Within fifteen days following consideration of the charges and the faculty member’s response, the Dean shall, with written notice to the faculty member, either (A) notify

the Provost of the charges and the Dean's intent to dismiss the charges for reasons stated, or (B) transmit the charges and the faculty member's response to the Provost with a recommendation that the charges proceed. In the case of option "A", the Provost may accept the Dean's decision, in which case the matter concludes through the Provost's written notice of dismissal of the charges to the faculty member and Dean, the Provost to issue such written notice with twenty days' receipt of the Dean's notice of intent to dismiss. Alternatively, the Provost may determine that the Dean's proposed dismissal constitutes an abuse of discretion, and that the charges must proceed. In the latter instance, or in the case of option "B", the Provost shall notify the faculty member and the Dean in writing within twenty days' receipt of the Dean's notice of intent to dismiss that the charges will advance under the procedures set forth below.

(iii) The Provost shall appoint a committee of three faculty members promptly elected at his or her request by the Executive Council of the Faculty Senate, whose function is to conduct a hearing and advise the Provost by means of a written report whether a preponderance of evidence supports a charge of demonstrated lack of professional or moral fitness, incompetence as a teacher, or gross neglect of duty. The committee will conclude its work, including issuance of its report, within forty-five days of its appointment in the absence of extenuating circumstances. The committee hearing shall be conducted in a fair and expeditious manner under procedures to be adopted by the Provost in consultation with the Faculty Senate, developed with due regard for the principles set forth in the AAUP's 1958 Statement of Procedural Standards in Faculty Dismissal Proceedings.

(iv) Within twenty days following its hearing, the faculty committee shall issue a report summarizing its findings on the charges and recommending action. The report, along with a transcript of the hearing, shall be transmitted promptly to the faculty member and the Provost. Within thirty days' receipt of the committee's report and recommendation, the Provost shall make a final decision on the matter in a written report to be issued to the faculty member, with a copy to the chair of the faculty committee, the Dean, and Chair. The faculty member may file a notice of appeal, accompanied by a written explanation of the bases for the appeal, with the President, copy to the Provost and Dean, within ten days' issuance of the Provost's decision. If no appeal is filed within

this time frame and an extension is not granted by the President upon request of the faculty member for reasonable cause, the decision of the Provost shall be the final action of the University. If a timely appeal is filed, the Provost shall transmit the record to the President.

(v) If the faculty member appeals within the required time frame, the President shall review the charges and the record and shall render a written decision containing a statement of rationale within thirty days' receipt of the appeal. A copy of this decision will be sent to the faculty member, Provost, chair of the faculty committee, Dean, and Chair.

(vi) A tenured faculty member terminated for reasons not involving moral fitness will continue to receive his/her salary from the University for one year from the date of notice of termination, provided that acceptance of this amount releases the University, its officials, and its employees from all claims by the faculty member relating to the dismissal.

### **C. Termination for Cause – Non-Tenure Track Part-time Faculty**

*Note:* All “days” referenced in this Section 4 are business days. Except as otherwise stated below, the actions for which this section provides shall occur within the specified time periods in the absence of extenuating circumstances.

#### **a. Policy.**

Termination of the appointment of a non-tenure track part-time faculty member before the end of an appointment term may be effectuated by the University for adequate cause, defined as a demonstrated lack of professional or moral fitness, incompetence as a teacher, or gross neglect of duty.

#### **b. Procedures.**

A written charge or charges, and a summary of the preliminary evidence supporting the charges, are brought either to or by the Dean of the College or School in which the faculty member holds a primary appointment. Within fifteen days' notice to the Dean's office of faculty conduct that may constitute grounds for termination for cause, the Dean shall provide the faculty member with written notice of the charges and an opportunity to respond in a meeting and in writing. The Dean, following consultation with the Chair in whose department the faculty member holds a primary appointment, may also place the faculty member on paid administrative leave pending final action on the charges.

Following consideration of the charges and the faculty member's response, the Dean shall, with written notice to the faculty member, either (i) notify the Provost of the charges and the Dean's intent to dismiss the charges for reasons stated, or (ii) transmit the charges to the Provost, along with any written response from the faculty member, with a recommendation that the charges proceed. In the case of option (i), the Provost may accept the Dean's decision, in which case the matter concludes through the Provost's written notice of dismissal of the charges to the faculty member and Dean. Alternatively, the Provost may determine that the Dean's proposed dismissal constitutes an abuse of discretion and that the charges must proceed. In the latter instance, or in the case of option (ii), the Provost shall notify the faculty member and the Dean in writing that the charges will proceed. If the charges advance, the Provost shall within twenty days provide the faculty member with an opportunity to respond further to the charges in a meeting and in writing. The Provost shall, within twenty days following this response period, forward a final written decision on the matter, including a statement of rationale, to the faculty member, Dean, and Chair. The decision of the Provost shall be the final action of the University.

## **PART SIX GRIEVANCE PROCEDURE**

### **SECTION 1 STATEMENT OF PURPOSE**

The purpose of this grievance procedure is to provide a mechanism for the fair and timely resolution of claims (a) based upon an event or condition that affects the terms and/or conditions of employment of a faculty member or group of faculty members at the University of Vermont; and (b) that come within the jurisdiction of the Grievance Committee as defined by this provision. The procedure is designed to provide a venue for grievances that cannot be or have not been satisfactorily resolved through the normal institutional channels, while recognizing the right and responsibility of administrators to make decisions that fall within the scope of their legitimate authority. The procedure is not intended as an alternative locus of judgment as to a faculty member's academic qualifications or the wisdom (as opposed to the fairness) of a personnel decision.

### **SECTION 2 EXHAUSTION OF CUSTOMARY INSTITUTIONAL CHANNELS**

Before invoking this process, faculty are expected to make good faith efforts to seek resolution of concerns through normal institutional channels whenever possible. This step requires exhaustion of the sequence of consideration steps that apply to routine faculty status actions, meaning the Chair, Dean, and Provost sequentially. For matters not directly related to academic status (*e.g.*, salary or work assignment disputes), a Dean need not seek the advice of the College/School Standards Committee and the Provost need not seek the advice

of the Faculty Senate Professional Standards Committee. A faculty member may request assistance from the Faculty Ombudsperson to resolve a complaint through normal institutional channels.

### **SECTION 3 JURISDICTION**

A complaint is within the scope of this grievance process only if it states a claim as follows:

- (a) a violation of procedural rights, meaning cases in which appropriate procedures were not followed, or in which existing procedures were inadequate or inequitable;
- (b) a decision had no rational basis or was the result of an abuse of authority; or
- (c) a violation of fundamental rights, meaning a violation of Constitutional or other statutory rights, such as academic freedom or freedom from unlawful discrimination.

Presentation of a complaint to the Grievance Committee must be based on one or more of these grounds, and is ripe for review only if it is timely (as set forth below) and after the Provost and/or President has considered the complaint and the complaint has not thus been resolved to the satisfaction of the faculty member.

### **SECTION 4 GRIEVANCE STRUCTURE**

#### *a. Composition of the Grievance Committee.*

The Grievance Committee shall consist of seven persons, all of whom shall be voting members. The Faculty Ombudsperson shall not be a member of the Committee, but may attend all meetings and hearings of the Committee unless excluded by Committee majority vote. Five members of the Committee shall be members of the faculty, appointed by the Faculty Senate Executive Council (“Executive Council”). The Executive Council shall establish and publicize qualifications for Grievance Committee membership, announce vacancies to the faculty campus-wide, and receive applications and nominations when vacancies occur. Two Committee members shall be administrators with academic experience, appointed by the Provost. Each member shall serve for a three-year term, provided that the appropriate appointing authority shall fill a vacancy occurring during a member's term. The Grievance Committee shall annually elect a chair from among members appointed by the Executive Council, whose service as chair will ordinarily begin the upcoming academic year.

#### *b. Faculty Ombudsperson.*

(i) *Appointment.* The Grievance Committee will propose one or more names of candidates for Faculty Ombudsperson to the Executive Council by April 1, and the Executive Council will appoint an Ombudsperson by election before the end of the academic year.

(ii) *Release time; resources.* The Ombudsperson will receive release time reasonably consistent with the nature and scope of assigned duties, for which his/her department will be reimbursed through the Office of the Provost. The Ombudsperson will have a private office, which may be within his/her Department, and the Faculty Senate will provide the secretarial assistance needed to carry out all required duties.

(iii) *Duties.* The Faculty Senate shall establish policies and procedures governing the role and responsibilities of the Faculty Ombudsperson consistent with governance parameters and the jurisdiction of the faculty grievance process. In general, Faculty Ombudsperson duties will include the following:

(a) To assist faculty in determining the institutional channels most appropriate for the resolution of a complaint;

(b) To assist faculty in seeking resolution of a complaint through normal institutional channels;

To facilitate the informal resolution of complaints through mediation;

(d) To advise faculty as to the information necessary to present a formal complaint to the Grievance Committee;

(e) To work, in consultation with the grievant, to ensure an effective fact-finding process prior to a grievance hearing;

(f) To assist the grievant throughout the grievance process to the final disposition of the Grievance Committee's recommendations;

(g) To assist the Grievance Committee in investigating grievances;

(h) To monitor the implementation of decisions resulting from Grievance Committee hearings and to report subsequent progress to the Grievance Committee;

(i) To keep faculty informed of the Faculty Grievance Procedure by conducting regular and systematic informational programs for faculty; and

(j) To develop and maintain a records system that memorializes all faculty inquiries to the Ombudsperson, all complaints and all grievances and their final disposition, and progress in the implementation of decisions reached.

To facilitate the resolution of complaints through the normal institutional process, the Faculty Ombudsperson shall have access to all appropriate administrative officials.

### **SECTION 5 FILING OF A COMPLAINT**

If faculty member believes that a complaint falls within the jurisdiction of the Grievance Committee, he or she may submit a petition for grievance hearing to the Grievance Committee through the Chair of the Committee. The petition must be submitted within thirty days of the final action by the Provost, or the President if the appeal is made to him/her. Petition guidelines shall be available through the Faculty Senate Office.

The Grievance Committee must initially determine whether the complaint falls within its jurisdiction, as specified in this provision. Once the Grievance Committee deems a complaint to be within its jurisdiction, it is designated a "grievance."

The Committee shall then decide on the appropriate action, which may include, without limitation: (a) determination as to whether a hearing is warranted; or (b) recommendation that the Faculty Senate, the Provost, or President, as appropriate, conduct a review of the University policy that is the subject of the grievance.

A petition filed between September 1 and April 15 will ordinarily be acted upon within thirty days of its receipt. If a hearing is scheduled, the Grievance Committee will seek to make its decision within thirty days from the date upon which it accepted the grievance. The Chair of the Committee will notify the grievant if it cannot take action within these time frames.

### **SECTION 6 HEARINGS**

The Grievance Committee shall maintain rules governing its hearing procedures, to be made available through the Faculty Senate Office. Its rules shall generally conform to the following specifications:

If the Grievance Committee decides that a hearing should be conducted, the grievant and respondents, the latter being the administrative officials who had decision-making authority in the process that gave rise to the grievance, shall be invited to attend the hearing. The grievant and respondents shall furnish information relevant to the grievance to the Grievance Committee at its request, in a manner consistent with University policy and law.

The Grievance Committee Chair may request the respondents to identify a spokesperson to present hearing testimony, provided that all respondents may attend the hearing and make additional statements with the permission of the Chair. The hearing will be closed to other persons except as required by law. Hearing participants will be charged by the Chair to maintain confidentiality about the content of the hearing if it concerns personnel matters or student status.

The grievant, who carries the burden of proof, and all respondents shall have the right to present relevant evidence, call witnesses, make explanatory statements, select and have in attendance an advisor with voice who is not a lawyer, select and have in attendance a lawyer-consultant without voice, and respond to the testimony of witnesses. At the discretion of the Grievance Committee Chair, following his/her consultation with the Grievance Committee, witnesses may be present during the entire hearing. An accurate (although not necessarily verbatim) record of the hearing will be maintained.

## **SECTION 7 GRIEVANCE COMMITTEE DETERMINATIONS**

The Grievance Committee shall deliberate and reach its determination in closed session by majority vote. It shall then submit a written report containing its findings and recommendations to the President within fifteen days of the hearing. Copies of the report will be transmitted under confidential cover to the grievant, the Faculty Ombudsperson, and the respondents.

## **SECTION 8 PRESIDENTIAL ACTION**

The President shall, within fifteen days of receipt of the Grievance Committee report, notify the Committee in writing of his or her decision and its basis. If the President does not accept the findings and/or recommendations, or agrees but determines that no corrective action is necessary or appropriate, the Grievance Committee may request the President to reconsider.

## **SECTION 9 REPORTING AND EVALUATION**

*a. Faculty Ombudsperson.* The Faculty Ombudsperson will report on his or her activities at each Faculty Senate meeting. At the last Senate meeting of the academic year, the Ombudsperson will present a summary report to the Senate with a copy to the Grievance Committee Chair. The report will include a record

of the total number of complaints handled during the period. The summary will also be aggregated to show the number of complaints by academic rank; College/School in which complainants held a primary appointment; type of complaint (*i.e.*, relative to reappointment, promotion, tenure, benefits, workload, salary, working conditions, or other); and the disposition of the complaints (*e.g.*, withdrawn, resolved by a grievance hearing, or other). The report will be constituted in a manner designed to preserve confidentiality with respect to the identity of complainants and respondents. The report may also include recommendations for changes to the grievance process.

*b. Grievance Committee.* At the first Faculty Senate meeting following the conclusion of each grievance case, the Grievance Committee Chair will report on the nature of the action grieved and the grounds on which the grievance was based; whether the Committee took jurisdiction and concluded that a violation of rights occurred; and the President's final action. In addition, each semester, the Grievance Committee Chair will report to the Senate on the general activities of the Grievance Committee, including in the spring semester a report summarizing all hearings. The report will be constituted in a manner designed to preserve confidentiality with respect to the identity of complainants and respondents.

*c. Faculty Senate.* The Senate shall periodically evaluate the grievance procedure and make revisions as necessary or desirable in light of experience gained.

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