

Hamline University Faculty Handbook

for

**The College of Liberal Arts (CLA)
The School of Business (HSB)**

Approved by the Hamline University Board of Trustees,
August 28, 2009

Amended by the Hamline University Board of Trustees,
November 19, 2010

**Amendments approved by the Hamline University Board of Trustees,
May 17, 2019**

Update approved by Faculty Council October 4, 2018

Approved by the Academic and Student Affairs Committee of the Board, August 3, 2009

Approved by CLA faculty, June 3, 2009

Approved by HSB faculty, June 3, 2009

Approved by HSE faculty, June 7, 2009

Approved by GLS faculty, June 7, 2009

LIST OF AMENDMENTS approved by the Board of Trustees

Date	Section	Change
Approved 11/19/2010	5.9	<p>Text changed from: Each tenured faculty member shall undergo a comprehensive triennial evaluation by FPC and the Dean.</p> <p>To: Each tenured faculty member shall undergo a comprehensive triennial evaluation <i>by the appropriate academic administrator</i>, FPC, and the Dean.</p>
Approved 05/17/2019		<ul style="list-style-type: none"> • “VPASA” updated to read “Provost” • References to Graduate School of Liberal Studies and the Hamline University Law School removed • References to Hamline School of Education (HSE) updated to reflect Education as part of the College of Liberal Arts (CLA) • “VP of Advancement and Alumni and Alumni Relations” updated to read “Vice President for Institutional Advancement”

TABLE OF CONTENTS

SECTION 1.: THE SCOPE	5
1.1 SCOPE	5
SECTION 2.: HAMLINE UNIVERSITY’S MISSION, VALUES AND VISION	5
2.1 MISSION	5
2.2 VALUES	5
2.3 VISION	5
SECTION 3.: ACADEMIC FREEDOM	5
3.1 ACADEMIC FREEDOM	6
SECTION 4.: DEFINITION OF FACULTY, FACULTY RANK AND FACULTY TITLES	6
4.1 FACULTY MEMBERSHIP	6
4.2 TENURE-TRACK AND TENURED FACULTY RANKS	6
4.3 FACULTY LIBRARIANS	7
4.4 NON-TENURE-TRACK FACULTY RANKS	7
4.5 VISITING FACULTY RANKS	8
4.6 JOINT APPOINTMENTS	8
4.7 SHARED POSITIONS	9
4.8 SPECIAL FACULTY APPOINTMENTS	10
4.9 PROBATIONARY APPOINTMENTS AND TENURE CLOCK	13
SECTION 5.: EVALUATION OF TENURE-TRACK FACULTY	14
5.1 THE EVALUATION PROCESS	14
5.2 DECISION TIMELINES	14
5.3 ANNUAL PROBATIONARY EVALUATION	14
5.4 THIRD YEAR PRE-TENURE REVIEW	14
5.5 TENURE REVIEW	15
5.6 DENIAL OF TENURE	15
5.7 TERMINAL CONTRACTS/NOTICE OF NON-RENEWAL.	15
5.8 DISMISSAL FOR CAUSE	15
5.9 TRIENNIAL POST-TENURE REVIEW	16
5.10 EVALUATION OF ENDOWED CHAIRS	16
5.11 CRITERIA FOR EVALUATION	16
SECTION 6.: TENURE AND PROMOTION FOR TENURE-TRACK FACULTY	19
6.1 GENERAL STATEMENT ON TENURE	19
6.2 GENERAL CRITERIA FOR TENURE AND PROMOTION	19
6.3 PROMOTION	20
6.4 TENURE AND PROMOTION REVIEW PROCESS	20
6.5 APPEAL OF TENURE DENIAL	22
SECTION 7.: NON-TENURE TRACK TEACHING FACULTY	22

7.1	TEACHING FACULTY DUTIES DEFINED	23
7.2	TEACHING FACULTY APPOINTMENTS	23
7.3	TEACHING FACULTY EXPECTATIONS	23
7.4	STANDARDS FOR EVALUATION, RENEWAL, AND PROMOTION OF TEACHING FACULTY	24
7.5	EVALUATION SCHEDULE AND MILESTONES	24
7.6	EVALUATION PROCESS FOR TEACHING FACULTY	26
7.7	RENEWALS/NON-RENEWAL/DISMISSAL FOR TEACHING FACULTY	27
7.8	EVALUATIONS FOR VISITING FACULTY	28
SECTION 8.: ACADEMIC SUPPORT STAFF		28
8.1	ACADEMIC LIBRARIANS	28
SECTION 9.: FILES		29
9.1	FACULTY EMPLOYMENT FILE	29
9.2	PROMOTION-TENURE REVIEW FILE	30
9.3	GRIEVANCE FILE	31
9.4	DISCLOSURE AND ACCESS	32
SECTION 10.: SEPARATION, SUSPENSION, AND DISCIPLINE		33
10.1	RESIGNATION	33
10.2	RETIREMENT	33
10.3	DEATH	33
10.4	NON-REAPPOINTMENT PRIOR TO TENURE DECISIONS	33
10.5	NOTICE OF NON-RENEWAL FOR TEACHING FACULTY	34
10.6	PROLONGED MENTAL OR PHYSICAL ILLNESS	35
10.7	LAYOFF	37
10.8	DISMISSAL FOR CAUSE	41
10.9	DISCIPLINARY ACTION SHORT OF DISMISSAL	43
10.10	APPEALS ON ACTION SHORT OF DISMISSAL	43
10.11	PROGRESSIVE DISCIPLINE OF FACULTY MEMBERS	43
SECTION 11.: GRIEVANCE		44
11.1	INTENT	44
11.2	DEFINITION	44
11.3	GENERAL PROVISIONS APPLICABLE TO ALL STEPS OF THE GRIEVANCE PROCEDURE	44
11.4	INITIATION OF A GRIEVANCE	45
11.5	TIMING OF FILING OF A GRIEVANCE	45
11.6	GRIEVANCE MEDIATION COMMITTEE	45
11.7	GRIEVANCE MEDIATION PROCEDURES	46
11.8	FORMAL GRIEVANCE HEARING PROCEEDINGS	48
11.9	PARALLEL UNIVERSITY-WIDE GRIEVANCES	51
SECTION 12.: LEAVES OF ABSENCE		51
12.1	LEAVES WITH PAY	51
12.2	LEAVES WITHOUT PAY	54

SECTION 13.: BENEFITS	55
SECTION 14.: FACULTY RIGHTS, RESPONSIBILITIES, AND WORKING CONDITIONS	55
14.1 GENERAL STATEMENT	55
14.2 COURSE OFFERINGS, CONTENT, AND CLASS-RELATED DUTIES	56
14.3 ABSENCE FROM CLASS	56
14.4 AVAILABILITY AND OFFICE HOURS	57
14.5 SHARE IN GOVERNANCE	57
14.6 PHYSICAL WORKING CONDITIONS	57
14.7 COPYRIGHT LAW COMPLIANCE	57
14.8 FUND-RAISING	58
SECTION 15.: AMENDMENTS	58
15.1 FACULTY HANDBOOK COMMITTEE	58
15.2 DEVELOPMENT OF PROPOSED AMENDMENTS	59
15.3 APPROVAL OF AMENDMENTS	59

Faculty Handbook

Section 1.: **The Scope**

1.1 Scope

The Faculty Handbook (“Handbook”) applies to all faculty members of Hamline University. The policies set forth herein are contractual. Changes to these policies require the faculty's approval and subsequent Board of Trustees' authorization. Either the administration or the faculty may propose amendments and modifications to the Handbook by providing notice of the proposed change(s), a copy of the proposed change(s), and a rationale for the change(s).

Section 2.: **Hamline University’s Mission, Values and Vision**

2.1 Mission

Hamline University’s mission is to create a diverse and collaborative community of learners dedicated to the development of students' knowledge, values and skills for successful lives of leadership, scholarship, and service.

2.2 Values

Hamline University recognizes its roots in the traditions and values of the United Methodist Church, and aspires to the highest standards for:

Creation, dissemination, and practical application of knowledge

Rigor, creativity, and innovation in teaching, learning, and research

Multicultural competencies in local and global contexts

The development and education of the whole person

An individual and community ethic of social justice, civic responsibility, and inclusive leadership and service

2.3 Vision

Hamline University will be recognized as a diverse, learning-centered University that is:

Rooted in a tradition of liberal education

Dynamic and actively inclusive

Locally engaged and globally connected

Invested in the personal and professional growth of persons

Section 3.: **Academic Freedom**

3.1 Academic Freedom

Hamline University endorses the following statement on Academic Freedom, based on the 1940 statement recommended by the American Association of University Professors and the American Association of Colleges (now the American Association of Colleges and Universities) and the statement on “Academic Freedom and Electronic Communications.”

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

3.1.2 All faculty members 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.

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

3.1.3 Academic freedom shall be limited to no greater extent in electronic format than in print, save for the most unusual situation where the nature of the medium itself might warrant unusual restrictions—and even then only to the extent that such difference demands exceptions or variations.

Section 4.: **Definition Of Faculty, Faculty Rank And Faculty Titles**

4.1 Faculty Membership

The faculty comprises all persons having appointment for the instruction of students, librarians who hold faculty rank, and administrators who hold faculty rank.

4.2 Tenure-track and Tenured Faculty Ranks

The following ranks shall be used for full-time, tenure-track or tenured faculty in all schools:

4.2.1 Assistant Professor

Requires an earned terminal degree in the subject or related field from an accredited college or university, and promise of excellence in teaching, scholarship or artistic activity, and service. In rare instances, a record of exceptional achievement as a scholar or artist may substitute for an earned terminal degree. Faculty may be hired prior to the completion of the terminal degree on the tenure-track. The terms of such an appointment shall be defined in the initial letter of appointment.

4.2.2 Associate Professor

Requires an earned terminal degree in the subject or related field from an accredited college or university. In rare instances, a record of exceptional achievement as a scholar or artist may substitute for an earned terminal degree. Also requires a record of excellent teaching; a record of scholarly or artistic publication; an agenda for ongoing scholarly or artistic productivity; and a record of excellence in service. The record should demonstrate promise of continued performance at a high level.

4.2.3 Professor

Requires an earned terminal degree in the subject or related field from an accredited college or university. In rare instances, a record of exceptional achievement as a scholar or artist may substitute for an earned terminal degree. The professor should be a professionally established faculty member who has demonstrated both sustained excellence in teaching, scholarship or artistic activity, and service and a commitment to continuing this level of high performance.

4.3 Faculty Librarians

4.3.1 Faculty Librarians are accorded the privileges and responsibilities accorded to faculty members, and go through the same process of evaluation and meet the same standards as other faculty members.

4.4 Non-tenure-track Faculty Ranks

4.4.1 Teaching Faculty Ranks

The following ranks shall be used exclusively for full-time faculty members at Hamline University whose responsibilities consist of teaching and service. Such persons are full members of the faculty who enjoy academic freedom and rights to participate in shared governance. Appointments to teaching faculty positions are not on the tenure-track and persons who hold such positions are not eligible for tenure. Initial appointments for teaching faculty shall be probationary for up to six years.

- 4.4.1.1 Instructor. Persons appointed to this rank shall hold a Master's degree or other advanced degree in the subject or related field from an accredited college or university.
- 4.4.1.2 Lecturer. All persons appointed to this rank shall hold an earned terminal degree in the subject or related field from an accredited college or university. Probationary teaching faculty may hold this rank.
- 4.4.1.3 Senior Lecturer. All persons appointed to this rank shall hold an earned terminal degree in the subject or related field from an accredited college or university. Probationary teaching faculty may not hold this rank; only those who have been awarded a multi-year contract may hold this rank.
- 4.4.1.4 Professor of Practice. This rank may be utilized in all schools for full-time faculty members with distinguished professional expertise, achievements, and reputation who nonetheless lack academic experience or a terminal degree. Professors of Practice serve under one-year contracts and are evaluated annually for contract renewal.

4.5 Visiting Faculty Ranks

- 4.5.1 Appointments as a Visiting Faculty are non-tenure eligible and for a specified period.
- 4.5.2 Visiting Faculty may be appointed for one or more semesters to fill in for leaves in a department. Visiting Faculty may be offered multi-year contracts, if their period of service is expected to be more than one year. The term of service shall normally be no more than three years.
- 4.5.3 Visiting Faculty should not be used in place of tenure-track faculty where a continuing need for a tenure-track faculty is established.
- 4.5.4 Visiting Faculty appointments may be full time or part time. Visiting Faculty teaching full time are paid on an academic year basis and may have some expectations of service beyond teaching. Part-time Visiting Faculty are paid on a per-course basis and have no service expectations.

4.6 Joint Appointments

- 4.6.1 A faculty member holds a joint appointment if he or she holds regular appointments in two or more schools or in two or more departments within a single school or college.
- 4.6.2 At the beginning of the joint appointment, the faculty member concerned, Deans' offices and Department Chairs (if applicable) of the

schools should agree in writing on how they will engage in key procedures related to the faculty member's academic career.

4.6.2.1 Together, the appointing schools or colleges should agree on the procedures they will use to appoint, evaluate, promote, resolve disputes, or change employment conditions for jointly appointed faculty.

4.6.2.2 Whenever possible, the Deans' offices should agree in writing on a single joint process for making promotion and tenure decisions about the jointly appointed faculty member.

A unified process for evaluation for promotion and tenure is the clearest and simplest way to ensure that both schools and colleges are represented in the promotion process while reducing the faculty member's sense of double jeopardy from duplicate processes. When it is not possible for the schools and colleges to agree on a single process, the Deans' offices should discuss the timing and key elements of the promotion processes in each academic unit so that the overall process can be streamlined, synchronized, and shortened. It is critical for each school or college to know what the other is doing and for the candidate or faculty member to know what each school or college is doing.

4.6.2.3 One of the schools or colleges should agree to serve as the "administrative home." Although each school or college must maintain strong links to the jointly appointed faculty member, one of the involved schools and colleges should be designated as the administrative home. The administrative home will take the lead responsibility on personnel issues, central human resources reporting, appointment, promotions, coordination of annual performance review, conflict resolution, and changes in employment. Often, but not always, the administrative home will be the school with the higher appointment fraction. Everyone involved should know which school or college is serving as the administrative home.

4.6.2.4 The evaluation procedures of the schools and colleges should acknowledge the faculty member's multiple academic commitments and should take his or her interdisciplinary work into account.

4.7 Shared Positions

4.7.1 Single faculty appointments may be shared by two persons. Terms of such positions will be negotiated by the Dean and the Department Chair (if applicable).

4.7.2 At the beginning of the shared appointment, faculty members affected, the Dean and Department Chair (if applicable) should agree in writing on how they will engage in key procedures related to the faculty members' academic careers.

4.7.2.1 The faculty members affected, the Dean and Department Chair should agree on and put in writing the length of the probationary period, the expectations for teaching, scholarly or creative activity, and service, and other conditions for faculty members sharing a single position.

4.8 Special Faculty Appointments

4.8.1 Endowed Chairs

Endowed chairs have been created to enhance Hamline's education purposes, foster distinguished scholarship or artistic accomplishment, and provide leadership in the University.

Endowed chairs will be filled at the associate or full professor level. The appointment to an endowed chair may place the faculty member in a position outside the regular salary schedules and teaching responsibilities of faculty within his/her rank and department. The holder of an endowed chair is usually given a reduced teaching load and administers a program of activities in relation to the field or fields associated with the endowed chair, including an annual lecture series or symposium. Expectations for the holder of the chair include increased research, publication, and professional activities.

Though an endowed chair may include several departments under its description, holders of endowed chairs will be assigned a departmental home based upon their predominant professional work and research or upon the field in which they received a terminal degree.

Holders of endowed chairs may be tenured in the University but not into the endowed chair itself. Continuation of a faculty member's appointment to an endowed chair will depend upon the terms of the endowment and the consent of the faculty member.

4.8.2 Professor Emeritus

The granting of Emeritus Rank is an honor given to retired faculty members who have made a substantial contribution to Hamline University and to their profession.

4.8.2.1 Privileges of Emeritus Faculty

The following assistance and privileges are available to emeritus faculty:

- a. Meeting facilities for emeritus faculty who may wish to meet as a group.

- b. Access to campus recreational and athletic facilities, cultural, athletic, and educational events, library, bookstore, dining areas, and parking lots on the same terms as apply to full-time faculty. Office space will be provided as available.
- c. Access to University courses for both the emeritus faculty member and his/her spouse and dependents under the tuition remission plan.
- d. Notification of major campus activities by the University Relations office, if the emeritus faculty member requests and provided he/she keeps a current address on file.

4.8.2.2 Eligibility for Emeritus Status

Upon retirement, a faculty member will be considered for an Emeritus Professor appointment by the faculty personnel committee (FPC) of the faculty member's school. FPC will make its recommendation to the Dean. The Dean will advise the Provost, who shall then advise the President. The President shall make the final decision concerning the awarding of Emeritus Professor status.

The following criteria will serve as general guidelines to be used by FPC in determining eligibility for the rank:

- a. Professor rank reached by retirement. A retiring faculty member holding the rank of Associate Professor who has made exceptional contributions in teaching, scholarship or artistic activity, or service may be recommended for emeritus status.
- b. Obtainment of highest relevant degree normally associated with the discipline. In rare instances, a record of exceptional achievement as a scholar or artist may substitute for an earned terminal degree.
- c. Ten years of service as a full-time faculty member at Hamline.
- d. Visibility in discipline, as demonstrated by publications, national or state offices in professional organization, participation in professional meetings, and other activities pertinent to the discipline.
- e. Excellence as a teacher as indicated by the Tenure-Promotion Review files.
- f. Significant contributions to Hamline and the larger community

4.8.3 Artist/Writer/Scholar-In-Residence

Hamline may appoint to the faculty distinguished artists, writers, poets, and scholars to the special faculty status of Artist/Writer/Scholar-In-Residence.

Such appointments take term contracts, and may be either full time or part time. The appointment of an Artist/Writer/Scholar-In-Residence does not prejudice the academic personnel rights of any other faculty member in respect to the contractual policies of this Handbook.

4.8.4 Faculty Status for Administrators

4.8.4.1 Faculty Rank for Administrative Faculty

- a. Administrative functions and titles are distinct and severable from faculty ranks. The President shall normally have the rank of Professor.

4.8.4.2 Privileges and Responsibilities

Administrative personnel with faculty status may vote at faculty meetings, serve ex-officio on those committees that are directly related to their duties, and march by rank in academic processions. Their names will be listed with those of the faculty in official publications and they may, but are not required to, teach. Time in service as an administrative faculty staff member shall be counted toward accrual of sabbatical leave rights.

Persons are not tenured into administrative positions, although tenure may be held separately as a faculty privilege concurrent with an administrative appointment. Such, for example, is the case if a Hamline faculty member with tenure accepts an administrative position. The removal of any persons from their administrative positions does not impair whatever rights they may have in their particular faculty ranks.

4.8.5 Administrative Faculty with Tenure

Faculty who have been granted tenure at Hamline and join the administration shall, at the time they leave the administration, be entitled to receive a position equivalent to that vacated at the time the administrative faculty staff position was accepted, in the department in which the employee obtained tenure.

Salary for the faculty position shall be determined in accordance with whatever University procedures for determining salary are in force at the time the employee returns to the academic unit, or by negotiation between the University and the employee. In the absence of mutual agreement, the employee shall be assigned a salary determined by the President to be

equivalent to the average salary of tenured members of the same academic unit with like rank and years of service.

4.8.5.1 Consideration of Administrative Faculty for Tenure

Faculty administrators hired from outside Hamline may be granted tenure at the time of hire. The granting of tenure shall require the recommendation of each of the following: the tenured members of the relevant department, FPC, the Dean, the Provost, and the President. The decision to grant tenure rests with the Board of Trustees.

4.9 Probationary Appointments and Tenure Clock

4.9.1 Initial appointments for tenure-track faculty shall be probationary for up to six years, with reviews and renewals as follows:

4.9.1.1 Up to three years of service at academic institutions may be credited toward the six-year requirement at the time of initial hiring, but shall not be officially credited until after a full year of service. (The initial hiring evaluation will stand in lieu of a third-year review for persons granted a full three-year credit for previous full-time experience. Persons granted a full two-year credit for previous experience will undergo pre-tenure review and write a prospectus in their second year at Hamline.)

4.9.1.2 Tenure Evaluation/Promotion: Probationary tenure-track faculty must be evaluated for tenure no later than their sixth year of continuous service, unless an extension of the tenure clock has been granted. To be awarded tenure, a probationary tenure-track faculty member must demonstrate sustained excellence in teaching, service, and scholarly or artistic accomplishments. Tenure shall normally be coupled with promotion to the rank of Associate Professor.

4.9.1.3 A faculty member may request that the tenure clock be stopped for a maximum of one year:

- a. On the occasion of the birth of the faculty member's child or the adoptive or foster placement of the child with the faculty member;
or
- b. When the faculty member is a major caregiver for a family member who has a serious illness, injury, or debilitating condition;
or

- c. When the faculty member has a serious illness, injury, or debilitating condition.

The request to stop the tenure clock must be made in writing within one year of the event giving rise to the claim and no later than June 30 of the year in which the consideration of tenure would begin. A candidate who has been granted a request to stop the tenure clock shall be evaluated for tenure without prejudice, just as if the normal probationary period had been completed without interruption.

Section 5.: **Evaluation of Tenure-Track Faculty**

5.1 The Evaluation Process

The evaluation process is a means by which members of the faculty can obtain constructive and balanced information that will enable them to better fulfill their academic responsibilities. Members of the faculty will receive regular evaluation of their performance of academic responsibilities in teaching, scholarly or artistic accomplishments, and service.

5.2 Decision Timelines

Decision Timelines: An annual academic personnel decision timeline shall be set by the Provost. The deadlines for evaluation processes for all schools shall be specified in this timeline. The deadlines shall be adhered to by all evaluators.

5.3 Annual Probationary Evaluation

5.3.1 An Academic Administrator or a faculty designee is expected to visit the classrooms of probationary faculty each year and the observations made shall be made part of the evaluation. The observations shall be scheduled in consultation with the faculty member.

5.3.2 The Academic Administrator will send a written evaluation to the tenure-track faculty member and to the Dean of the school. A copy of the letter of evaluation will go into the Promotion-Tenure Review File along with any responses to that letter made by the faculty member being evaluated. If the evaluation is negative, the faculty member's performance must be reviewed by the Faculty Personnel Committee and the Dean (if the Dean did not serve as the Academic Administrator providing the initial evaluation). If the conclusion is that the faculty member is not making the expected contributions in teaching, service, and scholarship, the probationary faculty will not be renewed.

5.4 Third Year Pre-tenure Review

Probationary tenure-track faculty shall undergo a comprehensive evaluation in their third year of service (or at an earlier point if service credit has been negotiated at the time of appointment) to determine whether the faculty member is

making satisfactory progress toward a successful tenure evaluation. In the event of a positive evaluation, probationary faculty shall continue in their probationary status. If the evaluation is negative, probationary faculty will not be renewed.

5.4.1 The third-year review shall consider all evidence in the Tenure-Promotion file, and shall be conducted in the same manner as the tenure-review, as defined in Section 6 below, except that the review shall terminate with the Dean's review.

5.5 Tenure Review

See Section 6 below.

5.6 Denial of Tenure

Tenure may be denied for failure to achieve the performance standards in teaching, scholarship or artistic accomplishments, and service; tenure may also be denied due to changes in the curricular, personnel, or financial needs of the program, department, or University.

5.6.1 A faculty member who is denied tenure may appeal the denial. See Section 6.5 below.

5.6.2 If tenure is denied due to changes in the curricular, personnel, or financial needs of the program, department or University, and the position is reinstated within three years, the faculty member shall be reinstated to his or her former position at the same status and with all the rights he or she had at the time of layoff or at a status or with rights comparable to those in place for similarly situated faculty at the time of reinstatement.

5.6.2.1 Consideration for tenure shall resume at the point where the last evaluation based on the faculty member's satisfaction of the performance standards in teaching, scholarship or artistic accomplishments, and service was completed.

5.7 Terminal Contracts/Notice of Non-Renewal.

In cases where a probationary faculty member is not renewed, the faculty member will receive at least three months' notice if in the first year of service, at least six months' notice if in the second year of service, and at least twelve months before the expiration of an appointment after two or more years at Hamline University. If tenure is denied, the faculty member will receive a terminal contract with one full year's notice of non-renewal.

5.8 Dismissal for Cause

In addition to non-renewal, probationary faculty members are subject to dismissal for cause during the appointment term, per the same process applicable to tenured faculty (see Section 10 below).

5.9 Triennial Post-tenure Review

Each tenured faculty member shall undergo a comprehensive triennial evaluation by the appropriate academic administrator, FPC, and the Dean. The purposes of post-tenure review are to enable ongoing faculty development; and to ensure professional accountability by a regular, comprehensive evaluation of every tenured faculty member's performance. If a tenured faculty member is being evaluated for promotion in the year a triennial evaluation is scheduled, then only the review for promotion shall take place. The triennial review shall consider all evidence of effectiveness in teaching, scholarly or artistic accomplishments, and service. The written evaluations by FPC and the Dean shall become part of the faculty member's file.

5.10 Evaluation of Endowed Chairs

It is expected that candidates for endowed chairs or faculty holding endowed chairs will demonstrate excellence in teaching, ongoing excellence in scholarly and artistic accomplishments, and excellence in service to the institution and the profession. Criteria for tenure, promotion, and continuation in the chair must adhere to the terms established in the endowment of the chair. The processes for evaluation will be established in the individual school in which the chair is housed or in which the current chair holder has his or her appointment.

5.11 Criteria for Evaluation

An individual's qualifications and contributions must be judged as a whole in the recognition that each person will bring his or her own particular strengths to the faculty and its mission. Again, it is important to note that a variety of evidence gives the best picture of whether a candidate is making progress. The faculty member's prospectus shall describe his or her work, how it meets the tenure or promotion criteria, and future goals. All evaluators will consider the faculty member's own goals in their evaluation of that faculty member. Where special stipulations have been made in individual contracts, these stipulations will be taken into consideration in promotion and tenure decisions.

Rules and regulations cannot be substituted for good judgment on the part of persons responsible for appointments, promotions, tenure and salary determinations; i.e., the respective departments or programs, the respective Faculty Committees, the Dean, the Provost, the President, and the Board of Trustees. At the same time, Hamline considers the following criteria to be of primary importance. Tenure-track and tenured faculty are expected to demonstrate accomplishments in all three categories:

- 5.11.1 Effectiveness in teaching, including command of one's subject, skill in communication, and the ability to create interest in one's subject and to relate it to other aspects of knowledge, as detailed below;
- 5.11.2 Scholarship or artistic accomplishments, including the publication of books and articles, artistic productions, participation in professional

activities and organizations, and participation in the intellectual life of the campus and community, as detailed below;

- 5.11.3 Service to the school, the University, and the profession, including committee work, student advising, and other services, as detailed below.

The schools shall establish clear standards of evaluation consistent with these policies, the College/School's own academic goals and the nature of scholarly or artistic work in its constituent disciplines. The standards should not treat an absence of collegiality, by itself, as a basis for non-reappointment, denial of tenure, or dismissal for cause, though collegiality, in the sense of collaboration and constructive cooperation, identifies important aspects of a faculty member's performance in teaching, professional activity, and service. The school-specific standards must be approved by the faculty of the school, the Dean and the Provost.

- 5.11.4 Excellence and effectiveness in teaching

Student and departmental/program evaluations and faculty information forms, which may include self-evaluation, are considered at each stage of one's career and are kept in the Promotion-Tenure Review File. In demonstrating achievements in teaching, tenure-track faculty must use a student evaluation instrument approved by the school. The results of the evaluation must be presented for all regular courses taught in the past academic year. The school shall provide a context for the analysis of the instruments employed, e.g., a statistical summary of department student evaluation results or a summary of comments included in student evaluations or in peer evaluations. In addition to student evaluations, tenure-track faculty should use at least one other source of evidence to support successful achievement of student learning outcomes.

The criteria for evaluation of teaching excellence and effectiveness may include the following:

- 5.11.4.1 command of one's subject(s);
- 5.11.4.2 knowledge of current developments in one's discipline;
- 5.11.4.3 ability to relate one's subject to other areas of knowledge;
- 5.11.4.4 skill in communicating with students;
- 5.11.4.5 ability to plan and execute a substantive, well-organized course;
- 5.11.4.6 ability to stimulate and deepen student interest in the subject matter;
- 5.11.4.7 capacity to motivate students to do independent work;

5.11.4.8 use of effective teaching methods and strategies, including evaluative techniques and instruments.

5.11.5 Scholarship or Artistic Accomplishments

Tenure-track or tenured faculty are expected to engage in and publish scholarly work or publish, exhibit, or perform artistic work in the faculty member's area(s) of specialization. Scholarship and artistic accomplishments can take a variety of forms, including the scholarship of discovery, application, integration, and teaching. The criteria for evaluation of scholarship and artistic accomplishments may include one or more of the following:

5.11.5.1 sustained inquiry in an area(s) of one's discipline;

5.11.5.2 scholarly or artistic accomplishments; and

5.11.5.3 dissemination of expertise with colleagues within the University, profession, and community.

5.11.6 Service to the School, University Community, and Profession

The University depends upon its faculty for services rendered outside the classroom. A faculty member new to the teaching profession will concentrate on teaching and professional activities and will not normally serve on committees during the first year. In subsequent years, committee service to the school and the University will be expected, and will be documented in the Promotion-Tenure Review File. Faculty members may also contribute important service to their profession. The criteria for evaluation of service may include one or more of the following:

5.11.6.1 participating in departmental/program decision-making and curriculum development processes;

5.11.6.2 serving on school or University committees;

5.11.6.3 serving in some areas of school or University life -- governance, faculty development, curricular or co-curricular activity, AAUP-related work, advisement to student organizations, etc.;

5.11.6.4 serving as Department Chair or program director, divisional coordinator, or chair of a major committee;

5.11.6.5 acting as a representative of the University to the larger regional, national, international, professional or artistic community;

5.11.6.6 serving in one's area of expertise to the community, profession, or public at large;

5.11.6.7 advising students in course selection and academic planning;

5.11.6.8 helping students discover possible career choices in their fields; and

5.11.6.9 participating in seminars designed to improve advising skills.

Section 6.: **Tenure and Promotion for Tenure-Track Faculty**

6.1 General Statement on Tenure

Hamline University seeks to sustain and improve its academic stature. Maintaining and improving the quality of the faculty is a critical means of achieving these ends. Consistent with the “Statement of Principles on Academic Freedom and Tenure” of the American Association of University Professors, Hamline affirms that a system of tenure attracts highly qualified faculty members, enhances stability, encourages loyalty to the University, and facilitates academic excellence by helping to retain and reward talented members of the faculty, who in turn create the strong academic programs that are the foundation of Hamline University’s reputation. The granting of tenure may be defined as a status granted to a faculty member who has demonstrated excellence and effectiveness in teaching; scholarly or artistic accomplishments; and ongoing service and leadership to the school, the University community, and the profession. It is expected that individuals granted tenure embody and enhance the highest aspirations and expectations of Hamline University and its faculty. Except in cases of financial exigency or disciplinary action, the salary of a tenured faculty member shall not be reduced without the consent of the faculty member (see Sections 10.7 and 10.9 below).

6.2 General Criteria for Tenure and Promotion

Tenure-track and tenured faculty shall be evaluated for their teaching and service pursuant to the same standards and evaluative process applicable to the teaching faculty. In addition, tenure-track and tenured faculty shall be evaluated for their scholarly or artistic accomplishments. Tenure-track or tenured faculty are expected to engage in and publish scholarly work or publish, exhibit, or perform artistic work in the faculty member's area(s) of specialization. As part of the review of scholarly or artistic accomplishments, a faculty member’s dossier shall be evaluated by an external reviewer.

The work assignment for tenure-track faculty should reflect the expectation that they will engage in scholarship or artistic activity relative to non-tenure track faculty for whom scholarship productivity is not evaluated. This differentiation in work assignment will result in a lower teaching load or service commitment for those in the tenure track. Tenure-track faculty appointments assign teaching and service for nine (9) months a year. If any faculty member accepts tasks for a longer period than is customary for a nine-month appointment, he or she shall receive additional compensation. An individual's access to Hamline University support (both material and time) needed to pursue opportunities for professional development shall be taken into account in reviewing the tenure file.

Each school shall establish clear standards of evaluation consistent with these policies, the school's own academic goals and the nature of scholarly or artistic work in its constitutive disciplines. Such standards must be approved by the faculty of the school, the Dean of the school and the Provost. Teaching load expectations can and will vary among the units of the University. The differences in teaching load should reflect the missions of the respective schools, the nature of the disciplines, the expectations for scholarly or artistic production, capstone projects, independent studies, and program development.

For both promotion and tenure, an individual's qualifications and contributions must be judged as a whole and with the recognition that each person will bring his or her own particular strengths to the faculty and its mission. Rules and regulations cannot be substituted for good judgment on the part of persons responsible for appointments, promotions, tenure and salary determinations—i.e., the respective departments/programs, the appropriate Faculty Committees, the Dean, the Provost, the President, and the Board of Trustees.

Hamline considers the following criteria to be of primary importance:

- 1 Excellence and effectiveness in teaching.
- 2 Scholarly or artistic accomplishments.
- 3 Service to the school, the University community, and the profession.

6.3 Promotion

6.3.1 To Associate Professor. A recommendation for promotion to Associate Professor will normally be coupled with the recommendation of tenure.

6.3.2 To Professor. Promotion to this rank will normally follow a period of time sufficient to allow the school and University to recognize and evaluate performance and contributions beyond those presented to earn the rank of Associate Professor. This will normally require a minimum of five years at the associate professor rank, but there should be no set timeline for promotion review. The standard for promotion to Professor is demonstration of sustained excellence in teaching, scholarly work or artistic activity, and service and a commitment to continuing this level of high performance.

6.4 Tenure and Promotion Review Process

The evaluation for tenure or promotion shall be based on evidence contained in the Tenure-Promotion Review File prepared by the faculty member and kept in the Dean's office. It is the responsibility of the faculty member to examine the file and to make sure that it is complete for formal evaluation. Only the materials in this file shall be used in the evaluation process. While the Faculty Committee and the Dean may wish to consult experts, either from within or outside the University for

information that might aid them in their evaluation, no material may be placed in the file without the candidate's knowledge. The candidate has the right to include in the file a written response to any material placed in the file at any point in the tenure or promotion evaluation process. The Tenure-Promotion Review File shall be available only to the candidate, the candidate's designee(s), and evaluators. At all times, the confidentiality of the file shall be respected.

- 6.4.1 The Dean shall notify all candidates scheduled for tenure and promotion reviews of their responsibility for compiling a review file and of the appropriate deadlines.
- 6.4.2 Except in the case of promotion to Associate Professor in conjunction with the candidacy for tenure, the initial responsibility of applying for advancement in rank rests with the individual faculty member. Faculty members who wish to apply for promotion in rank must inform the Faculty Committee and the Dean of their intentions according to the timelines established by the University.
- 6.4.3 If a faculty member has an appointment in an academic department, the following evaluation steps shall be followed. If there are no academic departments, the process of evaluation shall commence with section 6.4.4.
 - 6.4.3.1 The department faculty members at or above the rank sought by the candidate shall review the tenure-promotion file. Each member shall submit a letter of evaluation of the candidate's case for tenure or promotion, based on material in the file. Such letters shall become part of the tenure-promotion file.
 - 6.4.3.2 The Department Chair (if applicable) shall review the tenure-promotion file and base his or her recommendation on material in the file, including the letters by the department faculty. If the chair agrees with the recommendation of the faculty, the recommendation shall explain the recommendation agreed to. If the chair makes a different recommendation, then the chair shall provide in writing the reasons supporting the recommendation. In either case, the chair's recommendation shall become part of the tenure-promotion file.
- 6.4.4 The Faculty Personnel Committee of the faculty member's school shall review the tenure-promotion file and base its recommendation solely on material in the file. While the Dean is not a member of FPC, it is expected that the Dean and FPC will meet together. A determined effort shall be made to arrive at a single recommendation. FPC shall

vote by secret ballot, and the outcome will be announced to FPC and the Dean. The reasons supporting the recommendation shall be given in writing, and shall become part of the tenure-promotion file.

6.4.5 The Dean shall review the tenure-promotion file and base his or her recommendation solely on material in the file, including the recommendation of FPC. If the Dean agrees with the recommendation of FPC, the recommendation shall explain the recommendation agreed to. If the Dean makes a different recommendation, then the Dean shall provide in writing the reasons supporting the recommendation. In either case, the Dean's recommendation shall become part of the tenure-promotion file.

6.4.6 The President shall review the tenure-promotion file and base his or her recommendation solely on material in the file, including the recommendation of the Department Chair (if applicable), the department faculty (if applicable), FPC, and the Dean.

6.4.6.1 The President makes the final decision on promotion. When a promotion is approved, the new rank shall be effective with the beginning of the next contract period.

6.4.7 The final decision on tenure rests with the Board of Trustees which acts on the recommendation of the Academic and Student Affairs Committee of the Board. When tenure is granted, it shall be effective with the beginning of the next contract period.

6.5 Appeal of Tenure Denial

A person denied tenure may petition the Grievance Committee to review that action. The Grievance Committee will not base its ruling on the merits of the decision itself, but will review allegations that the decision was based in significant degree upon:

6.5.1 Substantial and prejudicial deviation from the criteria and procedures prescribed in Sections 5 and 6; or

6.5.2 A violation of academic freedom.

The Grievance Committee may not grant tenure. If the Grievance Committee finds that the decision was based in significant degree upon a or b above, it may recommend a reconsideration. The affected faculty member shall be granted another year of employment, during which the tenure review process is repeated.

Section 7.: **Non-Tenure Track Teaching Faculty**

This Section defines the category of non-tenure-track teaching faculty. It shall be applicable in all schools.

7.1 Teaching Faculty Duties Defined

The principal role of non-tenure track teaching faculty is the provision of instruction that complements that of the tenured and tenure-track faculty. Teaching faculty are responsible for teaching and service to the University. For purposes of these policies, teaching and service are defined as follows:

- 7.1.1 Teaching includes instruction, student advising, and mentoring, as well as professional development activities pertaining to these teaching responsibilities and/or one's development as a teacher.
- 7.1.2 Service includes service to the program, school, and University, as appropriate and assigned. Service may also include community or professional activities that are related or relevant to the faculty member's field of expertise, although these activities cannot substitute for service to the University.

7.2 Teaching Faculty Appointments

Initial appointments for teaching faculty shall be probationary for up to six years. Initial appointments for teaching faculty shall be for annual, renewable appointments for up to six annual terms. Teaching faculty must be reviewed for promotion and appointment to a multi-year contract no later than the sixth year.

Teaching faculty who have a favorable sixth-year review will normally be awarded a multi-year appointment, assuming an ongoing need for the position. Such appointment shall be for a renewable three year term.

7.3 Teaching Faculty Expectations

Hamline University is committed to high standards of teaching effectiveness. Renewal of annual probationary appointments is contingent on a faculty member's demonstration, through the annual review process, that he or she has a record of teaching effectiveness and meaningful teaching and service contributions. Promotion of teaching faculty and the awarding or renewal of multi-year appointments requires demonstrated and sustained excellence in teaching and service.

In addition to the teaching responsibilities defined in Section 7.1 above, teaching faculty are expected to engage in professional development activities pertaining to their teaching responsibilities. The teaching load for teaching faculty shall normally be higher than that for tenure-track faculty, in recognition of the fact of the primacy of teaching responsibilities.

Teaching faculty members are expected to provide service to the University, by contributing to the work of the program, school and University, as appropriate and assigned. In addition, faculty members will sometimes have rendered community or professional service related or relevant to their field of expertise. Such service is encouraged and will be considered as part of the evaluation process, but cannot substitute for service to the University. Service external to Hamline that is not related to a faculty member's assignment or discipline is not relevant to the performance evaluation, and thus will not be considered.

Evaluations of teaching faculty shall focus only on performance in the assigned areas of teaching and service.

7.4 Standards for Evaluation, Renewal, and Promotion of Teaching Faculty

Renewal of annual probationary appointments is contingent on a faculty member's demonstration, through the annual review process, that he or she has a record of teaching effectiveness and meaningful teaching and service contributions. Promotion of teaching faculty and the awarding or renewal of multi-year appointments requires demonstrated and sustained excellence in teaching and service.

Each school shall establish clear standards of evaluation consistent with these policies, Hamline's mission, applicable professional society or disciplinary standards, and the school's own academic goals. Such standards must be approved by the faculty and Dean of the school and the Provost. The standards should include guidelines for summative and formative evaluation of teaching.

In demonstrating achievements in teaching, teaching faculty must use a student evaluation instrument approved by the school. The results of the evaluation must be presented for all regular courses taught in the past academic year. The school shall provide a context for the analysis of the instruments employed, e.g., a statistical summary of department student evaluation results or a summary of comments included in student evaluations or in peer evaluations. In addition to student evaluations, teaching faculty should use at least one other source of evidence to support successful achievement of student learning outcomes.

In demonstrating achievements in service, teaching faculty members must provide a report of activities both on and off campus and evidence indicating the contributions made in this work. Such evidence might include statements from committee chairs, ratings by the supervisor of an activity, or acknowledgment or recognition of contributions by groups or organizations.

7.5 Evaluation Schedule and Milestones

7.5.1 Decision Timelines. An annual academic personnel decision timeline shall be set by the Provost. The deadlines for evaluation processes for

all schools shall be specified in this timeline. The deadlines shall be adhered to by all evaluators.

- 7.5.2 Probationary Teaching Faculty. Probationary teaching faculty shall be evaluated annually for renewal. Renewal of annual probationary appointments is contingent on a faculty member's demonstration that he or she has a record of teaching effectiveness and meaningful teaching and service contributions. If the renewal standard is not met, probationary faculty will not be renewed.
- 7.5.3 Sixth-Year Evaluation. Probationary teaching faculty who have been renewed annually shall undergo a sixth-year evaluation in which they are reviewed for promotion to Senior Lecturer and a multi-year appointment. Promotion of teaching faculty and the awarding of a multi-year appointment require demonstrated and sustained excellence in teaching and service. In the event of a positive evaluation, probationary teaching faculty will normally be awarded a multi-year contract and promoted to Senior Lecturer if they satisfy the criteria for that rank and provided there is an ongoing need for the position.
- 7.5.4 If the evaluation in the sixth-year review concludes that a faculty member does not meet the standards for promotion, probationary teaching faculty will not be promoted and will not be awarded a multi-year appointment. If the faculty member's performance meets the annual renewal standard (a record of teaching effectiveness and meaningful teaching and service contributions), he or she may be offered the option of continuing as a Lecturer, subject to the terms and conditions applicable to that rank, including annual evaluations. There is no assurance that a renewal will be offered to a faculty member who has not met the standards for promotion. Hamline University reserves the right to terminate the contract, following provisions in Section 7.7 below.
- 7.5.5 Promotion Reviews After the Sixth-Year Review. A teaching faculty member who is not promoted following the sixth-year review and who remains on the faculty as a Lecturer may request a second review for promotion and multi-year appointment in a subsequent review year. A request for a second promotion review should be made in writing to the Dean, after consultation with the faculty member's Dean and Department Chair. A teaching faculty member who is not promoted following a second promotion review shall not be eligible for any additional promotion reviews.
- 7.5.6 Merit Reviews for Post-probationary Teaching Faculty. Faculty members in Senior Lecturer positions who hold multi-year appointments will undergo annual merit reviews, which will be used primarily for purposes of professional development, performance improvement, and compensation determinations.

7.6 Evaluation Process for Teaching Faculty

Evaluations of teaching faculty will take place as follows:

- 7.6.1 Dossiers. Candidates for promotion or renewal must submit dossiers presenting evidence of their accomplishments in teaching and service.
- 7.6.2 Department or Program. If a faculty member has an appointment in a department or program, the chair of the department or director of the program shall provide an evaluation to the Faculty Personnel Committee.
- 7.6.3 Faculty Personnel Committee. Each school shall have a Faculty Personnel Committee (FPC) to review teaching faculty dossiers. The committee shall recommend renewal or non-renewal, or promotion or non-promotion, to the Dean based on the applicable standards set forth above. The deliberations of the committee shall be confidential. The recommendation, including the stated reasons, must be provided in writing to the Dean of the school and the candidate. In the case of a sixth-year review, a recommendation against promotion and a multi-year appointment must also include a recommendation as to whether or not the candidate should be offered the option to remain on the teaching faculty as a Lecturer.
- 7.6.4 Candidate Response. The candidate may supplement the dossier with additional information after receiving the committee's recommendation. Such supplements shall be submitted to the dean within two weeks of the date the candidate is notified of the committee's recommendation.
- 7.6.5 Dean's Recommendation. The Dean shall make an independent judgment on renewal or promotion, based on a review of the dossier, all relevant information in the candidate's file, and the committee's recommendation. The Dean shall recommend renewal or non-renewal or promotion or non-promotion to the Provost. The recommendation must state the reasons for or against renewal or promotion. In the case of a sixth-year review, a recommendation against promotion and a multi-year appointment must also include a recommendation as to whether or not the candidate should be offered the option to remain on

the teaching faculty as a Lecturer. The recommendation including the stated reasons must be provided in writing to the Provost and the candidate.

7.6.6 Provost's Decision. The Provost shall make an independent judgment on renewal or promotion, based on a review of the dossier, all relevant information in the candidate's file, and the committee's and Dean's recommendations. The decision shall be provided in writing to the candidate. The decision of the Provost shall be final.

7.7 Renewals/Non-Renewal/Dismissal for Teaching Faculty

7.7.1 Notice of Non-Renewal. Under most circumstances, a faculty member in the first three years of service will receive at least three months' notice of non-renewal. A faculty member in the fourth year of service or beyond will receive at least six months' notice. These provisions for notice do not apply in the event that non-renewal is for cause or for business reasons unrelated to the faculty member's service or performance, such as changes in a department or program or financial exigency.

7.7.2 No Automatic Renewals. Teaching faculty appointments are annual or multi-year appointments as described above. These appointments are subject to review for renewal at the end of the appointment term. No appointments shall be automatically renewable, nor shall any school use a "rolling contract" format in which a contract is presumed to extend periodically without further action by the parties.

7.7.3 Renewal of an appointment requires that the faculty member satisfy the applicable renewal criteria as outlined in these policies. The University further reserves the right not to renew teaching faculty contracts for reasons unrelated to whether or not the faculty member satisfies the applicable standards. Such reasons may include, but are not limited to, modification or discontinuance of a University program or financial exigency of the University as a whole.

7.7.4 Dismissal During the Appointment Term. Teaching faculty are not eligible for tenure. However, there is a presumption that Hamline University will employ a teaching faculty member until the end of his or her contract, subject to the following conditions and exceptions. First, the University reserves the right to terminate employment for cause at any time. In addition to termination for cause, the University reserves the right to terminate an appointment during the term due to significant developments unrelated to the teaching faculty member's performance or behavior. Such developments may include, but are not limited to, modification or discontinuance of a University program or financial exigency of the University as a whole.

7.8 Evaluations for Visiting Faculty

7.8.1 Visiting Faculty shall be evaluated by the Department Chair or program director. If the faculty member does not have an appointment in a department or program, the evaluation shall be done by the Dean of the school.

Section 8.: **Academic Support Staff**

8.1 Academic Librarians

8.1.1 Distinct from the library positions defined as having faculty status in Section 4.3, Academic Librarians are appointed to non-faculty academic support positions. Academic Librarians may be eligible for internal and external research funds, leaves of absence, sabbaticals, and other means of administrative support to promote their active participation in research and other professional activities.

8.1.2 The education requirement for the position of Academic Librarian is a Master's degree which has been accredited by the American Library Association.

8.1.3 There are three levels for the position with rank and promotion depending upon qualifications, years of service at Hamline, and quality of service to the Library:

Academic Librarian Level I

- a. entry-level position
- b. extensive third-year evaluation and review

Academic Librarian Level II

- a. promotion based upon outstanding third-year review
- b. extensive sixth-year evaluation and review

Academic Librarian Level III

- a. promotion based upon outstanding sixth-year review
- b. extensive triennial evaluations

8.1.3.1 Evaluative criteria for promotion will include teaching effectiveness, professional activity and service to the University, with particular emphasis on service to the Library. Evidence used in evaluations will include a self-evaluation of activities for the year just past, evaluative materials from faculty, students, and peers, and a performance review by the Library Director(s).

- 8.1.3.2 Faculty Personnel Committee(s) from appropriate schools will participate in triennial and promotional reviews, and make recommendations to the Provost. Annual reviews will be conducted by the Library Director(s).

Section 9.: **Files**

Hamline University will maintain official personnel records for each faculty member. Each set of records will contain: any application for employment; wage or salary history; notices of commendation, warning, discipline, or termination; authorization for a deduction or withholding of pay; fringe benefit information; leave records; and employment history with the employer, including salary and compensation history, job titles, dates of promotions, transfers, and other changes, attendance records, performance evaluations, and retirement record. Portions of the official records will be kept in the Dean's Office and others in the Human Resources Office, as described below:

9.1 Faculty Employment File

Employment data pertinent to a faculty member's appointment, leaves, benefits, and compensation will constitute an Employment File, all of which will be kept in the Office of Human Resources. The Employment File shall include but is not necessarily limited to the following material:

- 9.1.1 Initial application for employment
- 9.1.2 Initial letter of appointment
- 9.1.3 Official transcript for highest degree earned
- 9.1.4 All annual letters of appointment/contract
- 9.1.5 All notices of tenure, changes in rank or other terms of appointment
- 9.1.6 All notices of changes in salary
- 9.1.7 All notices of leaves granted
- 9.1.8 Human rights compliance forms (employee requisitions, search activities)
- 9.1.9 Personal information required by Federal or State law or relative to benefits and other terms of one's contract
- 9.1.10 Letter of dismissal, layoff, resignation, or retirement
 - 9.1.10.1 The Employment File shall not include performance reviews, evaluations, or materials pertaining to disciplinary actions short of dismissal. Such material is included in 9.2 below.

The Faculty Employment File is available on a need-to-know basis only to the Board of Trustees, legal counsel, the President or his/her written designee, the Provost, the Dean, the Office of Human Resources, and the individual faculty member or his/her written designee and/or for litigation, legitimate reporting purposes, and any relevant internal grievance.

9.2 Promotion-Tenure Review File

Data relevant to a faculty member's evaluation, promotion, and tenure will constitute a Promotion- Tenure Review File to be kept in the Office of the Dean. No material may be placed in the Promotion-Tenure Review File without the faculty member's knowledge, and he/she has the right to include in the file a written response to any material placed in it and may add to the file data he/she deems relevant.

- 9.2.1 Permanent Submissions: The Promotion-Tenure Review File shall contain the following on a permanent basis:
 - 9.2.1.1 Initial letter of application
 - 9.2.1.2 Initial appointment and acceptance letters
 - 9.2.1.3 Copy of official transcript in Faculty Employment File
 - 9.2.1.4 Current curriculum vitae
 - 9.2.1.5 Letters of recommendation for tenure and/or promotion subsequent to employment by Hamline
 - 9.2.1.6 Student evaluations (both raw data and summaries) in electronic form, and hard-copy summaries of any student evaluations not available in electronic form
 - 9.2.1.7 Information forms summarizing professional work in each calendar year
 - 9.2.1.8 Prospectuses written by the faculty member describing his or her work, how the criteria for tenure or promotion have been met, and future goals
 - 9.2.1.9 Evaluations by the department faculty (where applicable), the Department Chair (where applicable), the Dean, FPC, and the President
 - 9.2.1.10 Reports from outside reviewers
 - 9.2.1.11 Contract letter/letter of appointment (direct and indirect compensation figures excluded)

9.2.1.12 Any letters of warning or reprimand or censure, as well as summary statements of findings by grievance committees, that will be, in total or in part, used in the deliberations on promotion or tenure. Such evidence must be placed in the File within a reasonable time after disciplinary actions or other resolution. Except in extraordinary cases (e.g. those occurring within the academic year of the tenure/promotion decision), the evidence must be part of the Promotion-Tenure File on or before September 1 of the decision year. In the extraordinary cases of evidence submitted after September 1, the faculty member must be notified at the time of the submission of the File. All File materials may be responded to in writing by the faculty member. The agent or body who authored the letter or made the finding may stipulate that the Dean remove it after a specified period of time or specific conditions have been met. The faculty member may also petition the Dean to remove letters of reprimand or warning or censure or summary statements of findings by grievance committees after at least five years.

9.2.2 Occasional Submissions: The following need only be made available by the faculty member at the time of review or at the request of the Dean:

- 9.2.2.1 Copies of all course syllabi, for tenure or other probationary evaluations;
- 9.2.2.2 Copies of representative course syllabi for post-probationary evaluations;
- 9.2.2.3 Copies of articles, publications, etc.;
- 9.2.2.4 Other evidence provided by the candidate in support of his or her candidacy.

9.3 Grievance File

Documents pertaining to a grievance involving faculty members (other than harassment and discrimination) shall constitute the Grievance File for that particular case and shall be kept in Human Resources under the name(s) of the person(s) grieved. In particular, the Grievance File shall include:

1. Formal written grievance submitted by a grievant
2. Notification by the President or his/her designee of a faculty member's emergency suspension or reassignment, if the faculty member grieves such action.

3. Recommended resolution by the Grievance Mediation Committee (GMC) of a grievance and the statements of rejection or acceptance of the recommended resolution by the parties to the grievance. (See Section 11 below on the GMC).
4. Statement by GMC that a resolution was reached in an individual grievance, signed by all parties to such grievance, or a statement by GMC that no such resolution was reached. If the parties to the grievance agree, a statement of the resolution itself may be placed in the Grievance File.
5. Notification by GMC to all participants of an individual grievance when mediation has been terminated.
6. Transcript of the (recorded) proceedings of a formal Grievance Hearing.
7. Copy of the advisory decision sent to the President or Board of Trustees by an ad-hoc Grievance Hearing Committee after a formal Grievance Hearing, along with the statements of acceptance or rejection of that advisory decision by the parties to the grievance.
8. Copy of any appeal of an ad-hoc Grievance Hearing Committee's advisory decision by a grievant to the President, along with the President's appellate decision.
9. Copy of any appeal by a grievant to the Executive Committee of the Board of Trustees, along with the Board's final disposition of the case.
10. The relevant documents in grievances handled by University-wide committees that may deal with racial or sexual discrimination or harassment.

9.4 Disclosure and Access

Consistent with law, each faculty member will be entitled to review his/her official personnel records upon written request to either the Dean or the Director of Human Resources. The Dean, Director, or both will respond to the request no later than seven (7) working days after receipt of the request.

Disclosure of information in the official personnel records will occur only as reasonably necessary to the Board of Trustees, the President or the President's designee(s), the Dean of the College or the Dean's designee(s), the Office of Human Resources, legal counsel, the faculty member or his/her written designee(s), parties to a grievance, and those for whom regular access to specific information in the official personnel records is a routine part of their job. In addition, disclosure of specific items in the official personnel records will occur only as reasonably necessary to the relevant committees such as the Faculty Personnel Committee, Grievance Mediation Committee, and ad-hoc Grievance Hearing Committees. The University will observe confidentiality with respect to all files containing information on faculty members.

Section 10.: **Separation, Suspension, and Discipline**

At times Hamline University and/or individual faculty members may find it necessary to sever their contractual relationship, or the University may find it necessary to take disciplinary steps short of termination. The types of separation and discipline and the policies and procedures related to each are set forth below.

10.1 Resignation

Faculty members contemplating resigning will give adequate notice of their intentions to the Dean of the school. Resignations should be submitted in writing early enough to give the institution time to locate a suitable replacement, but no later than May 15 or within thirty (30) calendar days after receiving notification of the terms of his or her continued employment for the following year, whichever date occurs later.

10.2 Retirement

There is no mandatory retirement age at Hamline. Faculty members contemplating retirement will give adequate notice of their intentions to the Dean of the school. Notification should be submitted in writing early enough to give the institution time to locate a suitable replacement, but no later than May 15, or within thirty (30) calendar days after receiving notification of the terms of his or her continued employment for the following year, whichever date occurs later.

10.3 Death

Upon death, a faculty member's relationship with the University terminates without the necessity of any action on the part of the University.

10.4 Non-Reappointment Prior to Tenure Decisions

A decision by the Dean of the school not to reappoint a regular full-time faculty member may take place prior to the time of a tenure decision. In such cases, the timing indicated under "Notice of Non-renewal" will be followed (see below, 10.4.2).

10.4.1 Reasons

Instances of decisions not to renew prior to the tenure decision may be a result of a variety of factors, including but not limited to dissatisfaction with the faculty member's work, incompatibility with the department, or the curricular and/or financial needs of the University. In making such decisions the Dean will consult with the faculty member, the departments involved, and relevant faculty standing committees, but the Dean makes the final decision not to reappoint prior to tenure.

When the decision not to reappoint results from dissatisfaction with the faculty member's work or from incompatibility within the department, an indication of the nature of the dissatisfaction or incompatibility must have come to the faculty member prior to the decision being made, following

procedures outlined in Sections 5 and 6. The notification will come from either the Department Chair or the Dean. Except in instances when the educational program of the College or the department will be seriously compromised, the faculty member will have a reasonable time to strengthen his or her work or to correct the incompatibility before the decision not to reappoint is made, but not longer than one (1) academic semester. The decision must involve consultation among the Department Chair, the Faculty Personnel Committee (FPC), and the Dean. The faculty member will be promptly informed of this decision and will be provided written reasons in explanation of the decision not to reappoint, unless written explanation is waived by the faculty member.

In any case of a decision not to reappoint, the faculty member may appeal to the Grievance Mediation Committee (see Section 11).

10.4.2 Notice of Non-Renewal

When the decision not to reappoint results from dissatisfaction with the faculty member's work or from incompatibility within the department, a full-time tenure-track faculty member whose appointment is terminated can expect to be provided with written notification according to the following recommendations of the American Association of University Professors:

10.4.2.1 Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during the academic year, at least three months in advance of its termination.

10.4.2.2 Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year, or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.

10.4.2.3 At least twelve months before expiration of an appointment after two or more years in the institution. If the University fails to provide timely notice, the affected faculty member shall be granted another year of employment but shall have no right to tenure or other employment continuation after such additional year.

Hamline reserves the right to place the faculty member on a paid leave of absence during all or any part of the notice period prior to the non-renewal. These stipulations about notice of non-renewal shall not apply to non-tenure-track faculty.

10.5 Notice of Non-renewal for Teaching Faculty

- 10.5.1 Notice of Non-Renewal. Under most circumstances, a faculty member in the first three years of service will receive at least three months' notice of non-renewal. A faculty member in the fourth year of service or beyond will receive at least six months' notice. These provisions for notice do not apply in the event that non-renewal is for cause or for business reasons unrelated to the faculty member's service or performance, such as changes in a department or program or financial exigency.
- 10.5.2 No Automatic Renewals. Teaching faculty appointments are annual or multi-year appointments as described above. These appointments are subject to review for renewal at the end of the appointment term. No appointments shall be automatically renewable, nor shall any school use a "rolling contract" format in which a contract is presumed to extend periodically without further action by the parties.
- 10.5.3 Renewal of an appointment requires that the faculty member satisfy the applicable renewal criteria as outlined in these policies. The University further reserves the right not to renew teaching faculty contracts for reasons unrelated to whether or not the faculty member satisfies the applicable standards. Such reasons may include, but are not limited to, modification or discontinuance of a University program or financial exigency of the University as a whole.
- 10.5.4 Dismissal during the Appointment Term. Teaching faculty are not eligible for tenure. However, there is a presumption that Hamline University will employ a teaching faculty member until the end of his or her contract, subject to the following conditions and exceptions. First, the University reserves the right to terminate employment for cause at any time. In addition to termination for cause, the University reserves the right to terminate an appointment during the term due to significant developments unrelated to the teaching faculty member's performance or behavior. Such developments may include, but are not limited to, modification or discontinuance of a university program or financial exigency of the University as a whole.

10.6 Prolonged Mental or Physical Illness

10.6.1 Tenured Faculty

If a tenured faculty member is unable to perform all or a substantial part of his/her duties with or without a reasonable accommodation for a period of more than six (6) consecutive months or the equivalent of six (6) months over any eighteen (18) month period, because of a serious health condition, disability, or similar causes, he/she does not lose tenure, but may request, or be placed by the University on, a leave of absence with medical benefits but without pay following the regular procedures in Section 12 until such time as he/she shall be able to resume teaching duties or until the University reaches

a decision to terminate as outlined below. Such leave will be reviewed periodically. The faculty member must provide evidence of the serious health condition or disability or similar causes when requesting this leave. The University reserves the right to require a faculty member to identify or verify the serious health condition or disability or similar condition through professionals of its choosing.

The University's decision to terminate will be reached only after:

- 1 The faculty member has been unable to perform his/her duties for a period of more than six (6) consecutive months or the equivalent of six (6) months over any eighteen (18) month period;
- 2 There is no reasonable expectation that the faculty member will be able to resume his/her duties with or without a reasonable accommodation within a reasonable period of time; and
- 3 The faculty member or his/her representative has been informed of the basis for the proposed action, and has been afforded an opportunity to present his/her position and to respond to the University's position. If the faculty member so requests, the evidence will be reviewed by FPC.
- 4 The Provost shall make a recommendation to the President.
- 5 The President shall communicate in writing his/her decision to do so to the faculty member who may then appeal to the Grievance Mediation Committee. Such appeal will necessitate disclosure of medical history to those involved in the grievance process.

10.6.2 Untenured Faculty

In the event that an untenured faculty member is unable to perform all or a substantial part of his/her duties with or without a reasonable accommodation for a period in excess of six (6) consecutive months or the equivalent of six (6) months over any eighteen (18) month period because of a serious health condition, disability or similar causes despite reasonable accommodation, the University may terminate the appointment at the end of the contract period or before the end of the period of appointment pursuant to the following procedures.

Termination of a probationary tenure-track faculty member or a non-tenure-track faculty member for medical reasons before the end of the period of appointment will be based upon medical evidence that a faculty member is or will be unable to perform all or substantially all duties of the appointment because of ill health with or without reasonable accommodation. A faculty member shall present medical evidence of his/her state of health to the Dean. The Dean shall make a recommendation to the Provost. The decision to terminate will be made by the Provost and will be reached only after the faculty member or his/her representative has been informed, in writing, of the reasons for the proposed action. The faculty member may request that the

situation be reviewed by the FPC before final action is taken by the Provost, after which the faculty member may appeal to the Grievance Mediation Committee. Such appeal will necessitate disclosure of medical history to those involved in the grievance process.

10.7 Layoff

Layoff is a severance action by which the University terminates the services of a ranked faculty member without prejudice as to his/her performance. Faculty so laid off will have preference in rehiring according to procedures stipulated below. The reasons for layoff and the procedures applicable to layoffs are defined below.

10.7.1 Discontinuance of an Academic Program or Department

Termination of a faculty member may occur as a result of the discontinuance of an academic program or department (also referred to as "major change" or "curricular change"). Decisions about such major changes are made by the Board after receiving recommendation from the President who shall have received recommendations from the curricular committee of the relevant school, the Dean of the school, Faculty Council and the Provost. The Board of Trustees shall have final authority concerning discontinuance of an academic program or department.

Individual layoff decisions resulting from curricular changes will follow the "general procedures" and "order of layoff" described in sections 10.7.3 and 10.7.4 below. Faculty laid off under a curricular change will receive notice according to the schedule outlined in Sections 10.4 and 10.5 as applicable. The University will normally end such programs and the faculty member's relationship with the University at the end of an academic term. Faculty terminated under this Section have the same rights as those under Financial Exigency.

10.7.2 Financial Exigency

Layoff of a faculty member may occur as a result of financial exigency. Financial exigency is defined as the critical, urgent need of the University to reorder its current funds and monetary expenditures in such a way as to remedy and relieve its inability to meet projected annual monetary expenditures with sufficient revenue.

The Board of Trustees, upon recommendation of the President who will have consulted with the Faculty Council, decides (a) if a financial crisis meets the criteria, and (b) whether a state of financial exigency should be declared. The faculty participates in the decision that financial exigency exists through its representatives on the Faculty Council. The President and the Board of Trustees shall have final authority in all matters related to financial exigency.

10.7.3 General Procedures Regarding Layoff

10.7.3.1 If layoffs are to be made due to discontinuance of an academic program or department, or due to financial exigency, each school shall develop a proposal and submit it in writing to the Faculty Council. The Faculty Council shall work in consultation with the Provost, to recommend to the President a specific plan of action for the discontinued program or to respond to the exigency. Its recommendations, along with those of the Provost, shall then be forwarded to the President along with initial proposals. Time may be of the essence and all accompanying reviews and the University reserves the right to place deadlines on the submission of the recommendations contemplated by this paragraph. The process may move forward without the benefit of any recommendation not timely submitted. The President shall recommend action to the Board of Trustees for its approval. In the case of financial exigency, such action may include but not be limited to the elimination of some departments or programs, or the distribution of layoffs throughout the faculty so as to prevent the elimination of any program or department.

10.7.3.2 Except under extraordinary circumstances where a serious distortion of the academic program would otherwise result, if a tenured faculty member is to be laid off for reasons described above, no faculty will be hired in that department within a period of three years unless the terminated faculty member has been offered reappointment under conditions comparable to those held at the time of layoff or conditions comparable to those in place for the current tenured faculty, and has been given ninety (90) days after written notice of the offer of reappointment within which to accept, in writing, the reappointment. The determination of extraordinary circumstances is made by the Dean, with the advice and consultation of the school's curricular committee, and Provost in consultation with the Faculty Council. The Provost shall make the final determination.

10.7.3.3 It shall be the duty of a laid off faculty member to keep the University informed of his/her current address for the purpose of this Section, and notice sent to the address by the

University shall be presumed received if sent by certified mail, postage prepaid.

10.7.4 Specific Procedures on Layoff

10.7.4.1 Once the department or academic program to be affected has been determined, the decision to lay off a particular faculty member shall be according to the following guidelines:

10.7.4.2 Layoff of specific faculty shall be recommended by the Dean in consultation with the school's FPC.

10.7.4.3 The Provost recommends to the President, who makes the final decision.

10.7.4.4 In the case of financial exigency where short notices and effective action are necessary, the following procedures may be followed:

- a. FPC and the Dean may advise the President to serve notice to non-tenured faculty on non-renewal of contracts;
- b. Any tenured faculty being laid off will receive one year's notice from the date of officially receiving the decision of the President. Untenured faculty will complete the current academic term in progress on the date of the decision by the Board of Trustees;
- c. Hamline reserves the right to place the faculty member on a paid leave of absence during all or any part of the notice period prior to the separation.

10.7.4.5 Tenured faculty who have been laid off shall be offered either teaching or non-teaching positions in the University if there are openings for which they qualify in the estimation of the Dean, the receiving department or unit, and FPC; and they shall be offered up to six months' retraining for such positions.

10.7.4.6 The University shall assist laid off tenured faculty to find employment in industry, government, or in other educational institutions, e.g., by providing as available office space, use of telephone, letterhead, voice mail, and access to other University facilities for a reasonable period of time not to exceed one academic year.

10.7.4.7 Order of Layoff Within a Department or Program.

The decision to lay off a faculty member in a particular department shall be according to the procedures outlined below.

Voluntary Measures

Prior to involuntary dismissals, the following voluntary measures should be considered:

If a department is reduced by one person, a department may propose to retain all faculty, but on a reduced salary and workload. Such a program shall not be implemented without the consent of all affected department members. The possibility of voluntary phased retirements may be considered.

Involuntary Measures

1. The teaching duties of full-time administrators who are teaching within the program or department involved will be terminated first, except as necessary to avoid serious distortion of program integrity;
2. Teaching faculty will next be terminated within the program or department involved, except as necessary to avoid serious distortion of program integrity
3. Probationary tenure-track faculty will next be terminated within the program or department involved, except as necessary to avoid serious distortion of program integrity;
4. In a recommendation regarding the termination of the appointment of a probationary faculty member, program integrity will be the primary consideration;
5. In a recommendation regarding the termination of the appointment of a tenured faculty member, program integrity will be the primary consideration;
6. A faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious distortion of the academic program would otherwise result. The determination of extraordinary circumstance will be made by the Dean in consultation with the department;
7. The Dean shall provide the appropriate committees and interested parties with appropriate documentation supporting program integrity as well as rank, degrees, and seniority.

10.7.5 Appeals on Layoff

If the University issues notice to a particular faculty member of an intention to terminate the appointment because of layoffs, the faculty member may appeal the decision to the Grievance Mediation Committee. The issue of the grievance shall be confined to the criteria specified in Section 10. The grievance procedure will not be interrupted or denied because of the layoff, nor will layoff be delayed if the grievance is not settled by the effective date.

10.7.6 Reinstatement after Layoff

10.7.6.1 Reinstatement after Layoff due to Discontinuance of an Academic Program or Department

If a position or a program within a department is reinstated within three years following a layoff due to a curricular change, the laid off tenured faculty member(s) shall be reinstated to his/her former position in the reverse order of layoff as outlined above at the same status and with all the rights he/she had at the time of layoff or at a status or with rights comparable to those in place for similarly situated faculty at the time of reinstatement. Except under extraordinary circumstances (see above), a laid off faculty member shall be reinstated to fill any position within a department for which he/she is qualified prior to a new person's being hired into that department during a three-year period following the layoff.

10.7.6.2 Reinstatement after Layoff due to Financial Exigency

Reinstatement after layoff due to financial exigency will occur as soon as practicable. The reinstatement of tenured faculty members shall precede that of probationary tenure-track faculty members, followed by reinstatement of teaching faculty, and the reinstatement of full-time teaching members shall precede that of per-course (term contract) faculty members. Last shall be the assignment or reinstatement of teaching duties to full-time administrators.

10.8 Dismissal for Cause

10.8.1 Definition of Dismissal for Cause

Dismissal for Cause is a severance action by which Hamline University terminates its relationship with the faculty member for just cause. Any teaching contract is subject to action under this Section. Dismissal for Cause must be directly and substantially related to the fitness of a faculty member to continue his/her professional capacity as a teacher or as a member of the Hamline community.

10.8.2 Dismissal for Cause and Academic Freedom

Dismissal will not be used to restrain a faculty member's academic freedom.

10.8.3 Grounds for Dismissal for Cause

Dismissal proceedings for cause may be instituted on the grounds of professional incompetence or misconduct, or serious personal misconduct. Examples include but are not limited to:

- 1 Continued neglect of contractual duties in spite of repeated oral and written warnings;
- 2 Deliberate and serious violation of the rights and freedom of fellow faculty members, administrators, or students;
- 3 Conviction of a crime directly related to the faculty member's fitness to practice his/her profession;
- 4 Serious failure to follow the professional ethics of one's discipline;
- 5 Falsification of credentials and experience;
- 6 Engaging in harassment or discrimination;

10.8.4 Procedures for Dismissal for Cause

In matters relating to dismissal, the Faculty Personnel Committee shall serve in an advisory capacity to the Dean of the school, the Provost, and the President. There are two ways in which a dismissal can be initiated: either by recommendation of the Dean to the President, or by the President him/herself. The President makes the decision. In every instance, dismissal procedures shall include the following steps, all of which shall ordinarily not exceed twenty-one (21) days:

- 1 Written notice to the faculty member from the President that he/she intends to initiate dismissal proceedings, or from the Dean that a recommendation for dismissal for cause shall be made to the President. This notice shall contain a written statement of the grounds upon which the decision or recommendation is to be made, and information supporting such grounds;
- 2 Upon receipt of notice from the Dean, a reasonable opportunity for the faculty member, if he/she so chooses, to meet with the Dean to present his/her defense to the dismissal recommendation before the recommendation is presented to the Provost;
- 3 Again, upon receipt of notice from the Dean, a reasonable opportunity for the faculty member, if he/she chooses, to meet with FPC to present his/her defense to the dismissal recommendation before the recommendation is presented to the President; and
- 4 A reasonable opportunity for the faculty member, if he/she chooses, to meet with the Provost to present his/her defense to the Dean's dismissal recommendation;
- 5 A reasonable opportunity for the faculty member, if he/she chooses, to meet with the President if it is accepted by the President, or to a dismissal action initiated by the President.

10.8.5 Burden of Proof in Dismissal Proceedings

In any case involving dismissal for cause, the burden of proof that just cause exists shall be on the University, which proof shall be by evidence in the record considered as a whole.

10.8.6 Appeals on Dismissal

The decision of the President may be the basis of a grievance before the Grievance Mediation Committee, which shall seek to mediate the dispute in accordance with procedures established in Section 10 of this Handbook.

10.9 Disciplinary Action Short of Dismissal

10.9.1

The FPC of the respective school shall serve in an advisory capacity to the Dean on disciplinary actions short of dismissal. The faculty member may appear before FPC to present his/her case.

10.9.2

Depending on the circumstances, the President, in consultation with the Dean and the Provost, may elect to impose a disciplinary action short of dismissal for causes listed in 9.8, such as suspension for a period of time with pay, withdrawal of faculty privileges, probation, counseling, treatment and other appropriate measures. The President may take such disciplinary action without previous citation or warning. Suspension may be without pay after the conclusion of any relevant grievance, if the suspension has been upheld by the grievance process.

10.9.3

Suspension may also be the temporary separation of a faculty member from the University when it is determined by the President that there is a strong likelihood that the faculty member's continued presence at the University poses an immediate threat of serious mental or physical harm to a member or members of the University community. Such suspension shall be with pay and shall last only so long as the threat of harm continues or until dismissal for cause occurs, or until other remedial action is completed. Suspension may be without pay after the conclusion of any relevant grievance, if the suspension has been upheld by the grievance process.

10.10 Appeals on Action Short of Dismissal

The decision of the President may be the basis of a grievance before the Grievance Mediation Committee, which shall seek to mediate the dispute in accordance with procedures established in Section 11 of this Handbook.

10.11 Progressive Discipline of Faculty Members

Discharge for cause should, except in circumstances where the conduct at issue cannot be corrected or mitigated, be preceded by a written admonition by the appropriate administrative officer describing the alleged problem and warning that the faculty member's contract status is in jeopardy. The warning must also stipulate a period of time within which correction of the alleged problem is expected. If the faculty member does not contest the allegation and corrects the problem, the matter is settled. If the faculty member fails to timely and appropriately correct the problem, dismissal procedures or a lesser sanction may be applied. In extraordinary circumstances, summary discharge or other summary measures may be imposed without prior progressive discipline.

Section 11.: **Grievance**

11.1 Intent

Hamline University and the faculty are committed to promoting and maintaining a collegial spirit among members of the faculty and administration. Accordingly, the administration and faculty agree to use their best efforts to encourage informal and prompt settlement of differences. Further, they are committed to the use of mediation and finally to orderly and fair processing of grievances and disputes according to the procedures set forth below. Hamline University and the faculty recognize and endorse the importance of due process and of adjusting grievances properly without fear of prejudice or reprisal. The peaceful, non-adversarial, mutually agreeable resolution of disputes is a primary goal. In the same spirit, the time limits specified in the following are meant to serve as clear guidelines but not as absolutes in the grievance process.

11.2 Definition

An individual grievance is a dispute between an individual faculty member and another faculty member, a faculty committee, or the administration. The substance of an individual grievance may involve, but is not limited to, any of the following: compensation, benefits, workload, working conditions, appointment, reappointment, tenure, promotion, reassignment, suspension, or termination.

A grievance is the preferred mechanism for resolving such disputes.

11.3 General Provisions Applicable to All Steps of the Grievance Procedure

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step. Extensions of time will normally be granted for good and sufficient reasons by mutual agreement. Breach of the specified time limits under extenuating circumstances shall not be judged to nullify or invalidate the grievance

process. Such circumstances shall be urgent and compelling and not a matter of convenience or caprice. Any faculty member has the right to bypass or withdraw from these internal procedures and take his/her case to an outside agency. For cases that may involve allegations relevant to any University-wide established procedures (such as, for example, the sexual misconduct policy), such University-wide established procedures shall be completed prior to any grievance under this procedure. Allegations of harassment or discrimination are not subject to this grievance procedure but will be handled by a University-wide procedure.

11.4 Initiation of a Grievance

A grievance is initiated when a written notice of a dispute is submitted, in person, to the Vice President for Human Resources and General Counsel. The formal written grievance shall state: (1) the issue(s) of the grievance, (2) the factual background of each issue, (3) the names of each party or potential party, (4) the names of any persons with relevant knowledge, and (5) the relief and/or remedy sought. It may also contain any other data the grievant deems pertinent. The Vice President will notify the members of the Grievance Mediation Committee (GMC) and send them a copy of the notice.

Upon receipt of a grievance, the GMC will send, within three (3) working days, a copy of the grievance to all named respondents.

11.5 Timing of Filing of a Grievance

Written notice of a grievance must be filed within twenty-one (21) calendar days after notice of the occurrence of the event(s) upon which the grievance is based or within twenty-one (21) calendar days after the grievant knew of, or through the exercise of reasonable diligence should have known of, the occurrence of the event(s) upon which the grievance is based. Grievances based on an event or events occurring during or within fourteen (14) calendar days before a winter or summer vacation must be filed within twenty-one (21) days after the first day of class of the next semester. Within the twenty-one day period, the faculty member may, and is encouraged to, pursue efforts toward an informal resolution

11.6 Grievance Mediation Committee

11.6.1 Responsibility

11.6.1.1 The primary function of the Grievance Mediation Committee (GMC) is to mediate, wherever possible, grievances or disputes that may lead to grievances. The GMC as a whole will consider written grievances submitted to it and may attempt to settle the grievance by informal methods. In the course of doing this, the Mediation Committee may collect pertinent documents and conduct informal discussions with and/or between the concerned parties, at all times preserving the confidentiality of its proceedings. All communications that occur within the mediation proceedings will remain confidential and will not be used in any other proceeding.

11.6.2 Membership

The GMC shall consist of three members chosen in the following manner:

- 1 One tenured faculty member will be chosen by the President from among three candidates nominated by the Faculty Council.
- 2 One member of the administration will be elected by the Faculty Council from two or three persons nominated by the President.
- 3 The third member will be chosen by the other two from among the faculty, and will serve as chair.

Committee members will serve simultaneous three-year terms. Replacements to complete the term of early vacancies will be chosen in the manner pertaining to the original appointment.

11.7 Grievance Mediation Procedures

11.7.1 Mediative Efforts

The GMC will make a determined effort to assist the parties in reaching a mutually agreeable resolution of the dispute. The GMC may meet with the parties individually. However, as soon as possible, the Committee shall seek to bring all parties together to work towards resolution. Ordinarily, the period for mediation will be twenty-one (21) calendar days. The time may be extended for additional periods of twenty-one days by mutual agreement.

11.7.2 Emergency Suspension or Reassignment

Pending the resolution of the grievance, a faculty member may be suspended or assigned to other duties in lieu of suspension. If suspension or reassignment is deemed necessary by the University, the President or his/her designee shall notify the GMC. The faculty member so suspended or reassigned shall have immediate access to mediation procedures. Any such

suspension will be with pay pending any relevant grievance procedure. Any such suspension may be without pay after the conclusion of any relevant grievance procedure.

11.7.3 Mediation Resolution

Within twenty-one (21) calendar days after receipt of the grievance, the GMC will present a recommended resolution of the grievance in writing to the parties to the grievance and to the President. This resolution can either be accepted by both parties or rejected by either party. Rejection or acceptance by each party will be communicated in writing to the GMC within seven (7) calendar days after receipt of the recommended resolution. The written rejection should include reasons and, if desired, a suggested alternative solution. Within seven (7) calendar days after receipt of either the acceptance or rejection, the GMC shall advise each party to the grievance of such response by the other party and, when alternative resolutions are suggested, of any change in the GMC's recommended resolution. Any change in the recommended resolution by the GMC can either be accepted by both parties or rejected by either party, as set forth above. Following advisement by the GMC of the acceptance or rejection by the other party, either the University or the grievant can proceed to a formal hearing.

When a grievance is resolved by mediation, the resolution shall be put in writing by the GMC and given to the parties to the grievance. A statement that a resolution was reached shall be signed by the GMC and the parties to the grievance and placed within the Grievance File. If the parties to the grievance agree, a copy of the resolution itself shall also be placed in the File.

A mediated solution in one case will not necessarily be seen as a binding precedent in a subsequent similar grievance. No offer of settlement of a grievance by either party nor a suggested resolution by the GMC shall be admissible as evidence in any succeeding grievance proceedings or elsewhere.

If no agreement is reached, the GMC shall put a statement to that effect in the Grievance File.

11.7.4 Termination of Mediation

Any party may terminate mediation by notifying the GMC that he or she is withdrawing from mediation. The GMC may itself terminate the mediative effort if in the estimation of the GMC members further efforts are unlikely to produce agreement.

If mediation is terminated, the GMC shall immediately send the following written statement to all active participants in the mediation:

If a party wishes to pursue the grievance in a formal hearing, he/she must send written notice to that effect to the Vice President for Human Resources and General Counsel within three (3) days of receipt of this notice.

11.8 Formal Grievance Hearing Proceedings

Except insofar as one or more of items 1-5 below are alleged to apply, the validity of a change in the educational program cannot be the grounds for grievance if such change was approved according to the processes described in Section 10 above; nor can the existence of a financial exigency be the grounds for grievance if the financial exigency was approved according to the processes described in Section 10 above. Neither will the ad hoc Hearing Committee substitute its judgment on the merits for that of evaluators in cases involving denial of tenure or promotion, non-reappointment, or salary determinations, or for that of a University-wide committee in cases governed by University-wide policies.

Any unresolved individual grievance conforming to the definition provided in Section 11. 2 can be the basis for a formal Grievance Hearing. The criteria for reviewing a grievance will be that the action grieved:

1. Was in violation of the faculty member's academic freedom;
2. Was in violation of a University-wide established policy concerning alleged discrimination;
3. Failed to consider the tenure rights of a tenured faculty member;
4. Was in violation of procedures and rights as set forth in this Handbook;
or
5. Was arbitrary and capricious.

11.8.1

Upon receipt of notice that the grievant desires a formal Hearing, the Vice President for Human Resources and General Counsel will do the following:

- a. Give written notice to the President, the GMC, and all parties to the grievance that a formal Grievance Hearing is to take place;
- b. Direct the GMC to supervise the formation of an ad hoc Grievance Hearing Committee;
- c. Set a date, time and place for the Grievance Hearing that is agreeable to all parties concerned. The arrangements should be completed within twenty-one (21) calendar days after receipt of the initial written intention to seek a formal Hearing.

11.8.2 Resumption of Mediation

In keeping with the stated intent of this Section, a grievance may be returned to the GMC at any time during the subsequent hearing or appeals if all parties agree that a mutually satisfactory resolution of the grievance will be accomplished by doing so.

11.8.3 Selection of the Ad Hoc Grievance Hearing Committee

GMC will supervise the formation of the ad hoc Grievance Hearing Committee in the following way:

- 1 The Grievant will select one full-time faculty member.
- 2 The President or his/her designee will select one ranked faculty member other than the grievant's Department Chair.
- 3 The two ad hoc committee members thus chosen will choose a third full-time faculty member other than the grievant's Department Chair.

11.8.4 Timing in Grievance Hearing Proceedings

The Grievance Hearing will begin no more than fourteen (14) calendar days after completion of the arrangements, thus allowing all parties adequate time to prepare evidence and obtain documentary and other information.

11.8.5 Due Process in Grievance Hearing Proceedings

11.8.5.1 Confidentiality

The hearing will be conducted in private, and the parties shall, except by mutual agreement, make no public statements about the case during the course of the hearing.

During the proceedings, the grievant will be permitted to have an advisor of his/her own choice from within the University community. The grievant may also be accompanied by legal counsel. However, legal counsel will not ordinarily participate directly in the hearing proceedings.

11.8.5.2 Right to Witnesses and Evidence

All parties to the grievance will have the right to obtain witnesses and present evidence.

In cases of termination for prolonged mental or physical illness, if either the University or the Grievance Hearing Committee believes that an independent medical and/or psychological opinion would be helpful in its deliberations, it may request the faculty member to undergo a medical and/or psychological examination by an appropriate professional (as determined by the Hearing Committee) at the requesting party's expense. If the grievant refuses, the Hearing Committee may dismiss the grievance.

The University will cooperate with the Hearing Committee in securing witnesses and making available documentary and other evidence requested by the grievant to the extent not limited by contract, law, or University policy.

11.8.5.3 Right to Cross-Examination

All parties will have the right to cross-examine witnesses. Where a witness has made a statement and cannot or will not appear but the Hearing Committee determines that the interests of justice require admission of his/her statement, the Hearing Committee will identify the witness, disclose his/her statement, and if possible, provide for interrogatories. The Hearing Committee will grant appropriate continuances to enable either party to investigate evidence, or for any other appropriate reason.

11.8.5.4 Burden of Proof

In cases of layoff due to discontinuance of an academic major or program or to financial exigency, in which the action of the University has followed the process defined in Section 10 above, the burden of proof shall be on the grievant.

In cases of termination for prolonged mental or physical illness in which the grievant does not provide proof of a serious medical condition or disability to the University and refuses to submit to an examination by professionals of the University's choosing, then the burden of proof is on the grievant.

In all other cases the burden of proof that adequate cause exists for the action shall be on the University, which proof shall be by clear and convincing evidence.

11.8.5.5 Rules of Evidence

The ad hoc Grievance Hearing Committee will not be bound by strict rules of legal evidence. A demonstrable effort will be made to obtain the most reliable evidence. The decision will take the form of findings of fact, conclusions, and recommended disposition of the grievance. The findings of fact, conclusions, and the recommended disposition must be based solely upon the hearing record, procedures as set forth in this Handbook, and applicable law.

11.8.5.6 Recording of Proceedings, Disposition of Resolution

The Hearing proceedings shall be recorded by the University and made available to the Hearing Committee, and a transcript shall be provided at the expense of the party(ies) requesting it. A written disposition of the case will be placed within the Grievance File.

11.8.6 Grievance Hearing Committee Advisory Decision

The Grievance Hearing Committee will present its advisory decision in writing within seven (7) calendar days of the hearing to both parties and to the President, or, when the President is party to the grievance, to the Board of Trustees. This decision, insofar as it consists of a recommended disposition of the grievance, may be either accepted by both parties or rejected by either party. Rejection or acceptance by each party will be communicated in writing to all persons involved within five (5) calendar days after receipt of the decision. If not resolved, the grievance may proceed to the next step in the process, Presidential Review.

11.8.7 Presidential Review

The grievant(s) may, within ten (10) working days of receipt of the advisory of GMC in governance grievances or of the advisory of the ad hoc Hearing Committee in other grievances, file a written appeal to the President who shall review the record and respond within ten (10) working days as to the final disposition of the grievance within the institution.

If the President is a direct party to the grievance, the grievant(s) may file a further appeal within ten (10) working days of the receipt of the President's decision. Such an appeal is filed with the Chair of the Board of Trustees (see below).

11.8.8 Limited Board of Trustees Appeal

After receiving an appeal, the Executive Committee of the Board of Trustees will review the record of the case at its next meeting and will render a final decision on the grievance within ten (10) working days of that meeting to all parties. In case of any discussion over direct Presidential involvement, the Executive Committee of the Board of Trustees shall be the sole judge of such involvement.

11.9 Parallel University-Wide Grievances

In the case of established University-wide grievance policies and procedures, an ad hoc Grievance Hearing Committee shall not substitute its judgment for the previous finding of a University-wide committee.

Section 12.: **Leaves of Absence**

12.1 Leaves With Pay

12.1.1 Sabbatical Leave for Full-time Faculty Members

Sabbatical leaves provide the opportunity for full-time faculty to suspend normal teaching and service responsibilities for the purpose of intensive scholarship, study or artistic achievement. Sabbatical leaves become part of a faculty member's professional responsibilities. Full sabbaticals may be taken for an entire year at half pay or for one semester at full pay.

1 Eligibility and Approval

A faculty member is eligible for a sabbatical leave after six continuous years of full-time work either teaching or in administration. A faculty member who receives salary continuation for a short-term disability (see 12.1.3) or takes parental leave (see 12.1.4) shall be deemed to have worked continuously for purposes of determining eligibility for sabbatical. If a faculty member's proposal for sabbatical leave is not granted, he/she is eligible to reapply the following year. If the sabbatical leave is granted at that time, the faculty member will then be eligible for his/her next sabbatical leave after five continuous years of full-time work following the sabbatical leave. If a faculty member does not take a sabbatical leave when eligible, he/she remains eligible to reapply each subsequent year.

Sabbatical proposals shall be reviewed by a faculty committee in the school, and recommendations provided to the Dean. The committee may also provide advice to the faculty member on ways to strengthen the proposal. All sabbatical requests are approved or denied by the Dean of the faculty member's school, in consultation with the Provost. Approval shall be based on the merits of the proposal.

The Dean may elect to defer a sabbatical leave to accommodate the staffing needs of a school or department. If an approved sabbatical is deferred for administrative need, that faculty member will be eligible for the next sabbatical after only five years of full-time work.

2 Compensation

A faculty member whose application for a sabbatical leave is approved by the Dean will receive either one-half of his or her current salary for a year's leave, or all of his or her current salary for a semester's leave (or six months for faculty on twelve-month contracts). Benefits will be continued during the period of sabbatical leave.

3 Application Procedure

Sabbatical leaves are granted in accordance with the following procedures:

- A Written application for a sabbatical leave must be made to the Dean of the faculty member's home school not later than November 15 of the sixth (6th) or any subsequent academic year for leaves to be

effective during the next academic year so that adjustments may be made in the budget and in class schedules.

- B Applicants must indicate the specific purpose for which the sabbatical leave is to be used. Sabbatical leave is granted so that faculty members are allowed time off from their regular duties so they may:
- 1) complete a piece of scholarship or work of artistic merit;
 - 2) devote time to an organized program of study at some university that will refresh and enrich the teacher;
 - 3) accept a fellowship or special grant for a particular study;
 - 4) complete work for an advanced degree relevant to the faculty member's responsibilities at Hamline; or,
 - 5) pursue any other program or activity designed to advance his or her professional standing or enrich his or her teaching and research.
- C If such leave is granted, the faculty member retains his or her rank and position. Such leave does not affect unfavorably the promotion or tenure status of the faculty member. The terms of any sabbatical leave shall be set forth in writing by the Dean.

4 Return from Sabbaticals

Faculty members receiving a sabbatical leave are deemed to have agreed to return to Hamline for at least one (1) year's service following completion of the leave.

12.1.2 Probationary Mini-Sabbatical

Probationary tenure-track faculty hired on a typical six-year to tenure review sequence are eligible to apply (in their third year) for a half-time release from teaching duties to occur during the fourth year of employment.

12.1.3 Salary Continuation for Short-Term Disability

In the event of a disability, the University will continue salary payments for as many months as the number of years the member has been employed as a full-time faculty member at Hamline, up to a maximum of three months. The monthly salary for full-time faculty members is 100% of their current salary, up to the maximum of three months. If a faculty member uses this Short-Term Disability Leave, then upon resumption of work the faculty member will begin to accrue salary payments of one month for every year the faculty

member works, up to a maximum of three months. Faculty shall not be paid or otherwise credited for unused short-term disability leave.

Faculty members who have accrued vacation or sick leave shall apply their accrued leave to continue salary during a short-term disability.

12.1.4 Parental Leave

In the event of the birth or the adoption of a child, a faculty member will be granted a paid leave of absence for a maximum of six weeks. After that period, the Federal Family and Medical Leave Act would cover an additional six weeks unpaid leave.

The paid leave must begin not more than six months after the birth or adoption, except that in the case where the child must remain in the hospital longer than the mother, the paid leave must begin not more than six months after the child leaves the hospital. Alternatively, the faculty member shall be entitled to make other arrangements with his or her Dean which would provide the faculty member with an equivalent reduction in work load.

12.2 Leaves Without Pay

12.2.1 Special Leaves for Academic and Professional Enrichment

A special leave of absence may be granted by the Dean in consultation with the Department Chair to full-time faculty for a semester or a year, without compensation or contributions by Hamline to benefits, to undertake such activities as would enrich his/her academic or professional careers. If such a leave is granted, the faculty member retains his/her rank and position unless it is otherwise provided in the terms of the leave-of-absence letter. The faculty member shall retain the medical, disability, and life insurance benefits as provided in applicable plan documents unless coverage is provided in his/her leave employment. Extension of the leave beyond one academic year will be granted at the approval of the Dean.

12.2.2 Personal Leaves of Absence

A personal leave of absence may be granted by the Dean in consultation with the Department Chair to full-time faculty for a semester or a year, without compensation or contributions by Hamline to benefits, for personal reasons. If such a leave is granted, the faculty member retains his/her rank and position unless it is otherwise provided in the terms of the leave-of-absence letter. The Dean may elect to continue insurance coverage for that faculty member. If not, the faculty member may retain the medical, disability, and life-insurance benefits at his/her own expense.

12.2.3 Leave for Political Activities

Faculty members, as citizens, are free to engage in political activities. Where necessary, a leave of absence may be granted to a faculty member engaged in an election campaign or serving a term of office. Such leave must be requested and the terms of the leave will be set forth in writing. The leave will not affect unfavorably the tenure status of the faculty member, except that time spent on such leave will not count as probationary service unless otherwise agreed to.

12.2.4 Other Leaves

Faculty members may be eligible for other leaves as outlined in Hamline University's employee policies.

Section 13.: **Benefits**

Faculty members may be eligible for benefits as outlined in Hamline University's employee benefits policies. The faculty recognizes that when changes occur in applicable law requiring alteration of specific benefits, the Board of Trustees can make such alteration without prior consultation with the faculty. The faculty will, however, be immediately informed of such alterations. In all other cases, benefits will not be changed without prior consultation with the Benefits Advisory Committee. Faculty Council shall have four representatives on this Committee.

Section 14.: **Faculty Rights, Responsibilities, and Working Conditions**

14.1 General Statement

Subject to the approval of the Board of Trustees, the faculty shall determine requirements for admission, curricular and co-curricular organization, rules and procedures for guiding the educational work, and rules and procedures other than fiscal, for the hiring, promotion, and dismissal of members of the instructional staff. The faculty shall determine the requirements for graduation and the degrees to be conferred and shall recommend candidates for the various degrees.

The responsibilities of tenure-track and non-tenure-track faculty members are defined elsewhere in this handbook. A faculty member shall be responsible for carrying out satisfactorily the duties agreed to in his/her contract. The continued application of time and talents to improve one's ability to carry out these duties shall also be obligations of faculty members.

As an educational institution, the University has certain legitimate expectations concerning the conduct of professional academics. The following statements outline in a general way the obligations incumbent on faculty members of Hamline University.

14.2 Course Offerings, Content, and Class-Related Duties

All course offerings should be in accord with the general requirements of Hamline University and the needs of the student body.

Faculty members are expected to conduct their classes at a level appropriate to the level of the assigned course. Each faculty member is responsible for planning and presenting the assigned course material; establishing course objectives and requirements and making them known to students; selecting and ordering texts and supplemental materials; preparing, administering, and grading papers and examinations; and assigning grades. Each faculty member must prepare for each class a syllabus sufficiently detailed to provide students with adequate direction. Departments may set standards on level, material, and objectives across sections of the same course.

A faculty member shall not enroll or refuse to enroll students in courses on the basis of their beliefs, or otherwise discriminate among them capriciously. When grades or other evaluations of academic performance are required, a faculty member shall provide such grades or evaluations of each student in terms of academic performance. A faculty member shall return tests and required papers to students within a reasonable time with appropriate comment and/or grade.

14.3 Absence from Class

Faculty are expected to meet their classes punctually. For unavoidable absences, a faculty member shall notify the Department Chair or Dean as far in advance as practicable to allow provision of a substitute or notification of students. The Department Chair shall notify the Dean of the College if the absence is extended.

Anticipated absences for legitimate professional purposes shall be arranged with as far in advance as possible. In the case of anticipated absences of more than five consecutive class days or eight class days during a semester, the faculty member shall notify the Department Chair and the Dean and shall arrange for teaching substitutes or alternative educational activities for classes. Absences of more than 10 class days during the semester must have prior approval of the Dean. On leaves of absence, see Section 12.

For any absence, particular care must be taken by the faculty member to cover advising and other related responsibilities.

14.4 Availability and Office Hours

A full-time faculty member shall be regularly available on campus for the business of the school and University when the school is in session. A part-time faculty member shall regularly be available on campus in proportion to the percentage of time for which he or she is employed. Each faculty member should establish, post, and make students aware of regularly scheduled office hours so distributed throughout the week as to be convenient to the students.

14.5 Share in Governance

A faculty member shares responsibility for the governance of the school and university. This responsibility shall be exercised by regularly attending and taking part in meetings of the department and the faculty and by participating in the work of departmental, College, the Faculty Council, and/or University committees and task-forces.

14.6 Physical Working Conditions

The physical campus work space provided to faculty members (including but not limited to offices, classrooms, laboratories, and studios) shall meet all applicable health and safety standards.

14.7 Copyright Law Compliance

All employees of the University, including but not limited to staff, faculty, and administrators, shall conduct their activities on behalf of the University, including but not limited to any research or writing activities, in such a fashion so as to meet and comply with all the requirements of applicable copyright laws and regulations.

As a condition of employment, each employee agrees to accept responsibility for reading and understanding the requirements of copyright law and the policy statement and guidelines of the University. If an employee violates copyright law and relevant policies and if the University determines that the employee has acted in good faith, he/she shall be deemed to be in "good faith compliance" and shall

not be required to indemnify the University for any damages, judgments, or costs that may be obtained against the University for the acts of the employee.

However, if an employee willfully, intentionally, negligently, or without good faith violates the copyright provisions, the employee shall be solely liable for all losses, damages, judgments, and costs of whatsoever kind or nature that may be incurred. Should the University be named in any legal or equitable action arising from such wrongful infringement, the employee agrees to save, hold harmless, and indemnify the University against all losses, damages, fees (including attorney fees), or other penalties, monetary or otherwise, that may be incurred as a result of such conduct.

Due to changes that may occur in the laws, this policy may undergo revision from time to time. As necessary, the policy shall be reviewed by a task force of faculty members appointed by Faculty Council and led by the Vice President for Human Resources and General Counsel, which body shall recommend necessary changes to the President. All faculty members shall receive updated information on the changes as they occur.

14.8 Fund-raising

While the University encourages employee fund-raising on its behalf, proper coordination and approval is necessary to avoid conflicts and confusion. Therefore, all fund-raising activities conducted on behalf of or in the name of the University by any employee shall be subject to the coordination of the Vice President of Institutional Advancement . Grants or gifts may not be accepted on behalf of the University unless approved by the Vice President of Institutional Advancement.

Employees may not solicit funds on behalf of any organization, other than an approved University organization, on University property unless prior approval is received from the Office of the Vice President of Institutional Advancement. Employees may not sell, or solicit the sale of, products on University property or on work time other than University-approved products the sale of which is part of the employee's job duties or responsibilities.

It is unlawful for anyone to appropriate to his/her own use or the use of another the University name, logo, seal, emblem, or any other trademarks or service marks of the University without the written permission of the Vice President of Institutional Advancement.

Section 15.: **Amendments**

15.1 Faculty Handbook Committee

A Faculty Handbook Committee (FHC) shall be charged with monitoring the Handbook to ensure that it is current and serves the needs of Hamline University

and its faculty. In the event that a change is needed, the FHC shall develop proposed amendments for consideration by the faculty and the Board of Trustees.

The FHC shall be comprised of five faculty members to be chosen by Faculty Council; the Provost or designee; and the Vice President for Human Resources or designee.

15.2 Development of Proposed Amendments

The University and its faculty contemplate that amendments to this Handbook may be desired and/or required from time to time. Proposals to amend the Handbook can be made by the Board of Trustees, the President, the Provost, Faculty Council, the FHC, the faculty of a particular school, or an individual faculty member.

The FHC shall consider all such proposals, and expeditiously craft the language proposed to amend the Handbook.

15.3 Approval of Amendments

Amendments shall be voted on by the full-time faculty in the College of Liberal Arts and the School of Business. Visiting faculty shall not be eligible to vote, nor shall faculty who are on leave, with the exception of faculty members on sabbatical leave, who shall remain eligible. The Provost shall be responsible for maintaining a roster of full-time faculty eligible to vote. The vote shall require a quorum of 50% of the eligible voters. An amendment shall require approval by 60% of the faculty members voting. Provision for absentee voting shall be made. Proposed amendments shall be sent to the faculty for consideration no less than two (2) weeks before the vote is scheduled. If approved by the faculty, the amendment will be submitted to the Board of Trustees for its approval. If approved by the Board, the amendment shall be officially incorporated into the Faculty Handbook.