

POLICY MANUAL

VOLUME IV

FACULTY PERSONNEL POLICIES
(The Faculty Handbook)

(Revised January 2017)

GEORGIAN COURT UNIVERSITY

THE MERCY UNIVERSITY OF NEW JERSEY

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Volume IV

Faculty Personnel Policies

4.0 Introduction

Volume IV of the Georgian Court Policy Manual (the “Faculty Handbook”)¹ contains the approved policies and procedures of Georgian Court concerning the terms and conditions of faculty employment at Georgian Court. This Volume IV is incorporated by reference into the individual faculty appointment agreements of each faculty member. Where the terms and provisions of an individual contract of a faculty member are inconsistent with the general policies contained herein, the provisions of the individual contract shall control. Otherwise, the provisions of this Volume IV will remain in effect until changed by the procedures contained in this Volume IV. Should there be any misapplication, misinterpretation or violation of specific provisions in this Volume IV, the faculty member involved should report the circumstance to the appropriate Department Chair or School Dean or the Provost.

The administrative or staff responsibilities of faculty members with administrative or staff duties are specified in the individual contracts of such faculty members.

While authority to change policy ultimately resides with the Board of Trustees, recommendations for change are invited from all committees or faculty members involved. Committees or faculty members seeking to amend a portion of this Volume IV should work through the appropriate committee or administrator.

With the exception of personnel policies and employment benefits, other institutional policy changes can be written to become effective immediately following approval by the President and/or Board of Trustees as required by the Board Bylaws, and then published. See Section 4.16 for other revision policies and procedures.

4.0.1 Statement on our Special Concern for Women

Georgian Court University, a Catholic institution founded by the Sisters of Mercy, is committed to the equality of women in all facets of society, to the full development of women’s abilities, and to the generous outpouring of women’s influences and contributions in the world. Women’s knowledge, leadership, and engagement are critical in creating a vibrant culture, a just society, and a healthy global environment.

GCU’s special concern for women gives life to the ideals of justice, compassion, and excellence by educating both women and men to be informed, active citizens of a dynamic and complex world. Creativity, thoughtful discernment, and care for all of creation are characteristic of a GCU graduate.

¹ All references to this Volume IV: “Faculty Personnel Policies” of the Policy Manual shall be considered references to the “Faculty Handbook.” Additional policies pertaining to faculty members are found in other Volumes of the Policy Manual as follows: Volume I: Institutional Governance; Volume II: Campus Community Policies; Volume III: University-Wide Employment Policies; and Volume V: Staff and Administrative Employment Policies.

- Women’s equality issues are integrated into each curriculum, undergraduate and graduate, in student/faculty research, and in student life. As a result, all graduates, both women and men, embrace their roles and responsibilities toward a more equitable society where women are valued, treated with respect, and enjoy the same fiscal and leadership opportunities as their male counterparts.
- The university ensures access to transformative educational experiences where students cultivate balanced, informed, productive, forward-thinking leadership skills. By placing women’s success at the center of the mission, GCU underscores the pivotal role that women play in global change.

4.1 Definition of Faculty, Faculty Rank and Faculty Titles

4.1.1 Faculty Status

All persons working under the title of Professor, Associate Professor, Assistant Professor, Instructor, Adjunct Professor, Lecturer, all persons working under the title of Librarian (Associate Librarian, Assistant Librarian, and Instructor-Librarian) shall constitute the faculty of Georgian Court.

4.1.2 Faculty Rank

The titles Professor, Associate Professor, Assistant Professor, and Instructor indicate full-time appointments to the instructional faculty; the titles of Librarian, Associate Librarian, Assistant Librarian and Instructor-Librarian also indicate full-time faculty appointments.

The rank to be held by a newly appointed member of the Georgian Court faculty is determined by the President, in consultation with the appropriate School Dean and the Provost, on the basis of the appointee’s prior professional experience and academic credentials as recorded in the original contract.

4.1.2.1 Full-time Faculty Members

A full-time faculty member is a contractual employee of Georgian Court pursuant to a Term, Notice or Continuous Contract (See Section 4.2), who is qualified for appointment to one of the academic ranks listed above, and ordinarily has full-time teaching duties or has teaching and other duties (e.g., research, academic administration, counseling, library duties) equivalent to a full-time teaching load and fulfills the duties and responsibilities of a faculty member.

4.1.2.2 Pro-Rata Faculty Members

A pro-rata faculty member is a contractual employee of Georgian Court with a position of half-time or more, but not full time, pursuant to a Notice or Continuous Contract (See Section 4.2), who is qualified for appointment to one of the academic ranks listed above, and teaches at least half-time or more but not full-time on a year-to-year basis. Pro-rata faculty members are not Adjunct faculty members. Such pro-rata contracts are rare and used only on a limited basis. Pro-rata faculty members have pro-rata contractual rights to pro-rata promotion, sabbatical leave and fringe benefits. They are one-half voting members of the faculty and have, on a pro-rata

basis, responsibilities for advising, serving on committees and all other responsibilities of full-time faculty members. Full-time faculty members may request pro-rata status from the Provost who must approve such status.

4.1.2.3 Adjunct Faculty Members

Adjunct faculty are those faculty members who may hold the rank of Adjunct Professor or Lecturer and who are granted an appointment which is equivalent to nine (9) or fewer class hours per semester. They are employed on a term contract, as long as their services continue to be needed by Georgian Court. Adjunct faculty members are not entitled to tenure, sabbatical leaves, or employee benefits. They may volunteer for, but are not routinely appointed to, responsibilities such as advising students or serving on committees. After teaching 50 courses at Georgian Court, an Adjunct Lecturer is eligible for the title of Senior Lecturer.

4.1.3 Criteria for Appointment to Faculty Status and Promotion in Rank

4.1.3.1 Full-time Teaching Faculty

The requirements for the instructional faculty ranks are as follows:

4.1.3.1.1 Instructor

1. A master's degree in an appropriate field from an accredited institution; and
2. With the exception of Instructors employed at Georgian Court prior to the Fall of the year 2002, no more than three (3) consecutive years of service at this rank may be served at Georgian Court, except in cases of extraordinary merit (as determined by the appropriate School Dean in consultation with the Provost, and approved by the President). Grandfathered Instructors may continue employment at this rank at the discretion of the appropriate School Dean in consultation with the Provost and with the approval of the President.

4.1.3.1.2 Assistant Professor

1. An earned doctoral degree in an appropriate field from an accredited institution (as recognized by the regional accrediting association); OR
2. Enrollment in a doctoral program and substantial progress toward completion of the degree requirements in an appropriate field from an accredited institution. (Substantial progress is defined as at least one-half of the credits toward the doctorate successfully completed); and
3. Evidence of scholarship and/or creative works, teaching effectiveness, professional development, and service to Georgian Court full-time; and
4. Three years of full-time university-level teaching.

OR

1. An earned master's degree in an appropriate field from an accredited institution, and

2. Seven (7) years of full-time university-level teaching experience at Georgian Court completed; and
3. Evidence of teaching effectiveness, professional development, scholarship and/or creative works; and carefully documented evidence of outstanding service to Georgian Court.

4.1.3.1.3 Associate Professor

1. A doctoral degree in an appropriate field from an accredited institution; and
2. Six (6) years of full-time university-level teaching experience completed, with a minimum of three (3) years at the Assistant Professor rank at Georgian Court completed; and
3. Evidence of professional development, scholarship and/or creative works, teaching effectiveness; and
4. Outstanding service to Georgian Court (such evidence must be carefully documented).

OR

1. MSW, MFA or MBA degree in an appropriate field from an accredited institution; and
2. Ten (10) years of full-time university-level effective teaching effectiveness at Georgian Court completed, with a minimum of three (3) years at Assistant Professor rank completed; and
3. Evidence of outstanding service to Georgian Court (such evidence must be carefully documented); and
4. Evidence of scholarship and/or creative works, teaching effectiveness and professional development. (Such evidence must be carefully documented.)

4.1.3.1.4 Professor

1. A doctoral degree in an appropriate field from an accredited institution; and
2. Eight years of full-time university-level teaching completed; and
3. A minimum of four years completed at the Associate Professor rank; and
4. Evidence of outstanding scholarship and/or creative works, and teaching effectiveness, and
5. Evidence of outstanding service to Georgian Court (such evidence must be carefully documented); and
6. Evidence of significant contributions to the professional field. (Such evidence must be carefully documented.)

4.1.3.1.5 Full-Time Library Faculty

The requirements for the library faculty ranks are as follows:

4.1.3.1.5.1 Instructor-Librarian

1. A master's degree in library science (or an appropriate discipline) from a library school program accredited by the American Library Association; and
2. Evidence of potential for professional effectiveness; and
3. No more than three (3) consecutive years may be served at this rank, except in cases of extraordinary merit as determined by the Director of Library Services in consultation with the Provost and approved by the President.

4.1.3.1.5.2 Assistant Librarian

1. A master's degree in library science (or an appropriate discipline) from a library school program accredited by the American Library Association; and
2. Completion of a certificate program requiring at least 18 graduate credits in library/information studies at an ALA-accredited institution or completion of at least 18 credits that are part of the requirements for a master's degree in an appropriate academic field at an accredited institution and three (3) years of full-time university library experience as a professional librarian completed.

OR

1. A master's degree in library science (or an appropriate discipline) from a library school program accredited by the American Library Association; and
2. Satisfactory completion of seven (7) years of full-time experience or the equivalent at the Instructor-Librarian level in the Georgian Court Library; and
3. Evidence of professional effectiveness, scholarship and/or creative accomplishments, and outstanding service to Georgian Court. (Such evidence must be carefully documented.)

4.1.3.1.5.3 Associate Librarian

1. A master's degree in library science or an appropriate discipline from a library school program accredited by the American Library Association; and
2. Possession of a second master's degree or enrollment in a doctoral program with completion of one-half the total number of credits required for the degree, both in an appropriate academic field from an accredited institution; and
3. Six (6) years of full-time university library experience as a professional librarian or the equivalent completed, and a minimum of three (3) years at the Assistant Librarian rank at Georgian Court completed; and
4. Evidence of superior performance in librarianship, including major contributions to library operations, facilitation of the teaching-learning process, involvement in professional organizations and activities, outstanding service to Georgian Court. (Such evidence must be carefully documented), and/or research and publication.

4.1.3.1.5.4 Librarian

1. A master's degree in library science or an appropriate discipline from a library school program accredited by the American Library Association; and
2. Completion of the doctoral degree in an appropriate field from an accredited institution; and
3. Four (4) years completed at the Associate Librarian rank at Georgian Court; and
4. A minimum of eight (8) years of full-time university library experience as a professional librarian or the equivalent completed; and
5. Evidence of excellence in the field of librarianship, as demonstrated by significant contributions to library operations and services, facilitation of the teaching-learning process, scholarship and publication, service to Georgian Court, and/or involvement in professional associations and activities on the regional, state or national level. (Such evidence must be carefully documented.)

4.1.4 Special Appointment Faculty

4.1.4.1 Artist/Writer/Scholar-in-Residence/Visiting Ranked Faculty

Georgian Court may appoint artists, writers, scholars and other distinguished individuals to the special faculty status of Artist/Writer/Scholar-in-Residence/Visiting Ranked Faculty. Such appointments are awarded for a specific period of time and may be full-time or part-time depending upon the needs of Georgian Court. They are appointed by the Provost and approved by the President after consultation with the respective Dean of the applicable School. All such faculty are hired on term contracts for a limited period of time with no intent of on-going employment. Such appointments may be pro-rata, per-course or full-time, based on the needs of Georgian Court.

4.1.4.2 Replacement Faculty

Georgian Court may appoint a replacement faculty member to full-time status with rank commensurate with qualifications as stated in 4.1 for a specific period of time. Time served under the full-time replacement term contract does not count towards promotion or sabbatical leave unless so indicated by the School Dean and the Provost at the time of hire or at the time of conversion to a regular appointment. A temporary replacement may be appointed for a faculty member who is on sabbatical, on leave or who has retired or resigned. The replacement faculty member may be appointed on a pro-rata basis until such time as the regular faculty member returns or a permanent replacement is found.

4.1.4.3 Emeriti Faculty

Professors who have terminated their responsibilities as full-time ranked faculty for valid reasons, such as retirement or illness, after ten (10) years or more of distinguished service to Georgian Court, may be designated Professors Emeriti. They are designated and appointed by the Board of Trustees on the recommendation of the President based upon the advice of the appropriate School Dean and the Committee on Rank and Tenure.

Neither compensation nor academic responsibility are attached to this rank, unless there is a special mutual agreement reached between the President and the individual to provide part-time instructional or other services to Georgian Court.

Faculty who receive such status are listed in the Georgian Court Catalog at the rank and title held at the time of retirement, followed by the word “emeritus” or “emerita.” Faculty members will retain full library privileges and the use of departmental mailboxes. The use of any other Georgian Court facilities will be arranged, within the constraints of existing resources, through the Office of the Provost.

Faculty with emeritus/emerita status are welcome to take part in the cultural and social life of Georgian Court under the same conditions as current faculty. This includes participation in academic processions such as Commencement and regularly receiving information about scheduled Georgian Court events. Involvement in School or Departmental activities will be at the invitation of the Department Chair or School Dean.

Faculty with emeritus/emerita status are eligible to hold part-time teaching appointments on term contracts and to serve on both (i) Faculty Committees upon appointment by the Executive Committee of the Faculty Assembly or (ii) Institutional Committees upon appointment by the President of Georgian Court. The Executive Committee of the Faculty Assembly or the President, as applicable, shall determine whether such committee appointments are voting or non-voting positions. In addition, emeriti faculty members may attend faculty meetings without vote, and may annually request parking permits.

4.1.4.4 Administrators with Faculty Rank

See Volume I, paragraphs 1.4.2.2, 1.4.2.3, 1.4.2.4 and 1.4.2.5.

4.2 Types of Contracts and Contract Definition Policies

4.2.1 *Term/Non-Tenure Track Contracts*

Non-tenure track contracts at Georgian Court are given to adjunct and special appointment faculty members and are limited to the term of employment outlined in the letter of appointment. Non-tenure track contracts do not confer upon a faculty member entitlement to continued employment after the term specified in the letter of appointment expires.

Non-tenure track contracts may also be used with full-time ranked faculty in special circumstances as follows: all persons hired prior to September 1993 who do not meet degree requirements for tenure (See Subsection 4.1.2 and Section 4.6); faculty contracting for summer session; replacement personnel for faculty on leave for one semester or year; and personnel recruited for short-term curricular needs with the approval of the Provost and appropriate School Dean, after consultation with the Department Chair.

4.2.2 *Tenure Track/Notice Contracts*

Beginning with the initial appointment to the rank of instructor, the tenure track contract indicates a probationary period not to exceed ten (10) years. This probationary status gives individuals time to demonstrate their ability and allows Georgian Court time to observe and evaluate them on the basis of their performance. Faculty members holding tenure track contracts

are evaluated for re-appointment or non-appointment annually by the appropriate School Dean in conjunction with the Department Chair. Teaching faculty and Librarians holding tenure track contracts are normally given notice, if necessary, of termination on the basis of ineffectiveness in teaching or service according to the section on non-reappointment. (See Subsection 4.8.3.)

4.2.3 Tenure/Continuous Contracts

Tenure contract rights at Georgian Court are given to faculty members who have attained tenured status as provided for in Section 4.7 of this Volume IV of the Policy Manual. Faculty members employed under tenure contracts are entitled to annual contract renewal and shall be subject to the terms and conditions of employment that exist at the time of each annual renewal by Georgian Court until their retirement, resignation, or prolonged mental or physical illness; they may also be terminated for cause, or because of a financial or an enrollment emergency of Georgian Court. (See Section 4.8)

There is no right of tenure in any administrative position. Faculty members who have been granted tenure and who assume administrative positions continue to enjoy their rights to tenure as instructional faculty or Librarians. Non-tenured faculty members who assume an administrative position will not have their years of service as an administrator counted toward the required years of service as a member of the faculty.

4.2.4 Locus of Contracts

All faculty appointments to non-tenure contracts have as the locus of their appointment the department of Georgian Court that is stated in their annual contract.

4.2.5 Issuance and Receipt of Contract

All ranked full-time faculty contract offers for any academic year shall be issued after the Board of Trustees approves the operating budget for the following academic year. Upon receipt of the contract, the faculty member has two weeks to sign and return it. If the contract is not signed and returned and a special arrangement has not been made between the faculty member and the President, the offer shall expire.

Once the Board of Trustees approves the operating budget, Human Resources will issue faculty contracts by the 15th of the month directly following the approval of the operating budget. If the Board of Trustees has not approved the operating budget for the following academic year before the conclusion of the spring semester, faculty members will be issued a notice of renewal (at current salary) or non-renewal before the conclusion of the spring semester.

All adjunct contracts are issued on an individual basis as the necessity arises.

The appointment becomes official when the contract offered by the Provost and the President to the prospective faculty member is signed in duplicate by both parties. A copy is retained on file in the office of the Director of Human Resources and the other is retained by the appointee.

Forms of contracts used at Georgian Court are provided in Appendix 4.2.5.1.

4.3 Guidelines for Search, Appointment and Orientation of Faculty

The quality of initial appointments is vital to the quality of teaching and scholarship to which Georgian Court is committed. The following statements of policy about recruitment to the faculty are intended to aid Chairs of Departments, the appropriate School Dean, and others who are involved in making initial appointments.

Georgian Court gives notice of employment opportunities by appropriate publication and follows regular procedures as described in Vol. III in the evaluation of applicants. Applications from women and members of minority groups are encouraged.

4.3.1 Authority to Hire

Sole authority to hire and retain faculty is vested in the President. This authority is customarily exercised through the Provost by procedures established to assure adequate consultation with the faculty and full compliance with the norms and policy below.

4.3.2 Orientation

Orientation for new faculty is conducted at the beginning of the fall semester. This program focuses on the history and mission of Georgian Court and provides an opportunity for touring the campus, meeting appropriate administrators and staff, and being introduced to procedures and policies of Georgian Court.

4.4 Faculty Records

Because appointment as a ranked faculty member may lead to a continuing relationship with Georgian Court, it is essential that there be adequate and detailed documentation to support those actions pertaining to appointment, promotion, tenure, layoff, and dismissal. These official records will be kept in strictest confidence. The material set forth below constitutes the official file of each faculty member.

4.4.1 Official Faculty File

Basic documents to be found in each faculty member's record are:

1. In the office of the Director of Human Resources:
 - a. Letters of application;
 - b. Appointment and acceptance letters;
 - c. Current contract;
 - d. Current personal data information (race, gender, date of birth, marital status, civil union, religion);
 - e. Human rights compliance forms (employee requisitions, search activities);
 - f. Personnel form;
 - g. Letter of tenure;
 - h. Third Year Reviews and Annual Faculty Summary Reports; and

- i. Official transcripts with current resume.
2. In the Office of Payroll Services:
 - a. Hiring transaction documents (payroll notices, etc.);
 - b. Payroll change documents (salary increases or changes, changes in status)
 - c. Salary and fringe benefit data; and
 - d. Other documents required by law.

Faculty are requested to cooperate in keeping their records up to date; specifically, information regarding degrees, publications, professional background, accomplishments, addresses and telephone numbers.

Before a negative document becomes a part of a record, the faculty member involved will be advised of the existence of the document. The faculty member shall have the right to submit a written answer, which shall be placed in the faculty member's file. Only the written material in the file for which such notice and opportunity has been given shall be considered for evaluation purposes, along with the other normal criteria.

School Deans may maintain records for their faculty members. Unless a faculty member has an opportunity in a timely manner to view the material and respond, it shall not be used for evaluation purposes. Such material is not considered official unless copies are placed in the official file.

These files are available on a need-to-know basis only to the Board of Trustees, President, Provost, Legal Counsel, the appropriate School Dean, the Chair of the Rank and Tenure Committee, the Department Chair, the individual faculty member, or others specifically designated by the President and/or faculty member in writing.

Faculty members may obtain copies of any materials in their official faculty file. In case of an official action, these combined files shall be available to the faculty member. Further, Georgian Court may permit access to and copying from such files pursuant to lawful requests and identification of federal or state agencies relevant to investigations, hearings, or other proceedings pending before such agencies or the courts.

4.5 Evaluation

The evaluation process at Georgian Court is a means by which members of the teaching faculty can obtain constructive and balanced information that will enable them to fulfill their academic responsibilities.

Annually, Department Chairs are expected to have at least one (1) evaluation interview with each member of their department regarding teaching effectiveness, described below (paragraph 4.5.1.2), and on progress made in programs of professional development.

The appropriate School Dean shall use the mechanisms set forth in this Section 4.5 for evaluating faculty and ensuring that these evaluations are included in the appropriate files.

4.5.1 Teaching and Advising

The paramount responsibility of each faculty member is teaching and advising students. All faculty members are expected to demonstrate excellence in teaching.

4.5.1.1 Teaching Experience

The ordinary, full-time ranked teaching experience required for each rank is described in Subsection 4.1.2. A year of full-time ranked teaching experience means that an individual has fulfilled the duties and responsibilities of a ranked faculty member for a complete academic year (as defined in Subsection 4.1.3) or has fulfilled the duties of an academic administrative officer at Georgian Court for a full year and has taught on a pro-rata or per-course basis during the year. (See Subsection 4.1.2)

4.5.1.2 Teaching Effectiveness

Georgian Court recognizes that excellence in teaching is one of the most important attributes of a faculty member. Characteristics of teaching effectiveness include:

1. Command of one's subject;
2. Knowledge of the relationship of one's discipline to the liberal arts tradition;
3. Knowledge of current developments in one's discipline and pedagogy;
4. Ability to relate one's subject to other areas of knowledge;
5. Skill in communicating with students;
6. Ability to plan and execute a substantive, well-organized course;
7. Ability to stimulate and broaden student interest in the subject matter;
8. Capacity to challenge students: for example, by motivating independent work;
9. Ability to utilize effective teaching methods and strategies; and
10. Possession of the attributes of integrity, open-mindedness and objectivity in teaching.

4.5.1.2.1 Teaching Effectiveness Assessment

Teaching effectiveness is assessed annually by evidence generated by the following procedures or activities:

1. Faculty Annual Summary Report, including but not limited to:
 - a. Self-evaluation;
 - b. Evaluations by the Department Chair, applicable School Dean or Graduate Program Director;
 - c. Further course work or other continuing education in one's field; and
 - d. Participation in seminars and/or workshops on teaching skills or in one's discipline.
2. Course evaluations by students. (See Appendix 4.5.1.2.1.1 for procedures)

4.5.1.3 Academic Advising

Faculty members have an obligation to advise students in their courses about class work. Full-time faculty may be expected to serve as advisors for students, guiding them in the selection of appropriate courses of study. Characteristics that contribute to good advising include, but are not limited to, the following:

1. Ability to communicate with students;
2. Ability to help students select a course of study appropriate to their interests and abilities and to the aims of a liberal education; and
3. Ability to assist students in academic planning (fulfilling all requirements for their degrees or certification by outside agencies).

4.5.1.3.1 Advising Effectiveness

Effectiveness in advising may be assessed by evidence generated by the following procedures or activities, as reported in the Faculty Annual Summary:

1. Self-evaluation;
2. Evaluation of Chair;
3. Participation in workshops or seminars designed to improve advising skills; and
4. Student evaluation.

4.5.2 Scholarly Research and Creative Work

A faculty member must be a productive scholar, for scholarship is an intrinsic element of academic life at Georgian Court. To acknowledge that scholarly productivity is an essential component of a faculty member's duties is not to diminish the importance of excellent teaching, but rather to ensure that teaching, which lies at the heart of Georgian Court's responsibility to its students, is able to draw upon the intellectual richness that typically characterizes a community of scholars. The specific form and intensity of scholarly activity within Georgian Court appropriately varies between academic departments because of inherent differences among the disciplines.

Scholarship can take many forms. It includes, for example, articles in referenced peer reviewed journals, research monographs, scholarly books, treatises, chapters in larger works, papers presented at academic meetings, and published instructional materials. In addition to traditional written works, scholarship may encompass, in particular disciplines, such types of intellectual expression as stage productions, art exhibits, mathematical and scientific formulas, and software creation. Despite their myriad forms, works of scholarship share common characteristics that make it possible both to identify basic types of scholarship and to assess the value of works within those categories. For the purpose of promoting quality scholarship at Georgian Court, a framework consisting of types of scholarship and assessment criteria is set forth below in paragraphs 4.5.2.1 and 4.5.2.2. The content of those paragraphs forms the basis for the

articulation by the various academic departments of more specific expectations relating to scholarly productivity of faculty members within those academic units that are discussed in paragraph 4.5.2.3. In turn, those interpretations of the scholarship requirement define the standards against which a faculty member's scholarly productivity is to be measured during evaluations for retention and promotion.

4.5.2.1 Types of Scholarship

It is possible to identify at least four basic types of scholarship, which, as defined at Georgian Court, reflect, but do not embrace all details of the categories proposed by Ernest L. Boyer in Scholarship Reconsidered (1990). The following is an adaptation of Boyer's model for application in the evaluation and promotion processes at Georgian Court.

1. The Scholarship of Discovery encompasses those scholarly activities that extend the stock of human knowledge through the discovery or collection of new information. Such scholarship seeks to confront the unknown and typically exhibits a dedication to free inquiry, disciplined investigation, and the pursuit of knowledge for its own sake. The Scholarship of Discovery includes, but is not limited to, what is sometimes referred to as basic or original research.
2. The Scholarship of Integration encompasses scholarly activities that are primarily interdisciplinary or interpretive in nature. Such scholarship seeks to better understand existing knowledge by making connections across disciplines, illuminating data in a revealing manner, drawing together isolated factors, or placing known information into broader contexts. It synthesizes, interprets, and connects the endings in a way that brings new meaning to those facts.
3. The Scholarship of Application encompasses scholarly activities that seek to relate the knowledge in one's field to the affairs of society. Such scholarship moves toward engagement with the community beyond academia in a variety of ways, such as by using social problems as the agenda for scholarly investigation, drawing upon existing knowledge for the purpose of crafting solutions to social problems, or making information or ideas accessible to the public.
4. The Scholarship of Teaching encompasses scholarly activities that are directly related to pedagogical practices. Such scholarship seeks to improve the teaching and advising of students through discovery, evaluation, and transmission of information about the learning process.

The four categories defined above do not embrace the entire range of valuable scholarship. Rather, the categories denote four areas of scholarly activity that Georgian Court has chosen to recognize as particularly significant. By defining these categories, Georgian Court makes it possible for faculty members and individual academic departments to identify more clearly the role of scholarship at Georgian Court.

Some works of scholarship have attributes that legitimately fall within more than one of the four stated categories. Consequently, it is often difficult to fairly categorize a work in the absence of full details about its content. Mindful of that limitation, the following non-exhaustive list is illustrative of works within the following categories:

1. Examples of the Scholarship of Discovery may be drawn from the sciences, such as the development of new materials and drugs, the discovery of unknown physical

phenomena, and the identification of laws governing physics or mathematics. Across the disciplines, many types of empirical research, involving the use of quantitative techniques from the social sciences, fall within the Scholarship of Discovery. Work in the humanities that is so highly original that it cannot fairly be regarded as merely interpretive, interdisciplinary, or an extension of the work of others may constitute the Scholarship of Discovery.

2. Interdisciplinary works, such as those that use economic and/or psychological analysis, may qualify as Scholarship of Integration. The same is true of evaluative and interpretive works, such as review essays, which probe the merits of another's work from a particular viewpoint, such as a religious, political, or gender-based perspective.
3. Examples of the Scholarship of Application include such diverse forms of scholarship as drafts of model legislation; articles, books and webpages examining the legal, economic, or ethical implications of new social phenomena; editorials and opinion pieces involving issues in one's discipline; participating on the editorial board of refereed publications; and certain types of research in the applied sciences.
4. Examples of the Scholarship of Teaching include publications about pedagogy and methodology, development and publication of instructional materials, conducting workshops on innovative teaching methods, and the creation of computer exercises in areas relating to one's discipline.

The Scholarship of Application partially overlaps with the requirement of service. For example, in cases where public service involves the direct application of knowledge in one's field to the affairs of society, the work counts toward satisfaction of both the service and scholarship requirements for retention, promotion, and salary increases. However, the same is not true of all forms of service. There is a difference, for example, between carrying one's share of the administrative burdens of Georgian Court and participating in projects that require the application of knowledge from one's field. To be considered scholarship, service activities must be tied directly to one's discipline and require the use of knowledge of the discipline in the service of Georgian Court or outside community.

Similarly, the Scholarship of Teaching must be distinguished from teaching itself. The Scholarship of Teaching involves the disciplined discovery, evaluation, and transmission of information about the learning process. Teaching, in contrast, involves the application of that information through actual instruction.

4.5.2.2 Assessment of Scholarship

The evaluation of scholarship includes, but is not necessarily limited to, whether the work is well expressed, innovative, comprehensive, and visible and whether it has been favorably reviewed by, and has influenced, others, according to the following criteria:

1. Well Expressed. Scholarship is well expressed if it effectively communicates the content of the work. At a minimum, the work must be appropriately organized and presented through a suitable medium. The clarity of the work is typically an important consideration.
2. Innovative. Scholarship is innovative if it is original in a meaningful sense. The originality of the work may relate to the content of the work, its mode of dissemination, its source, and perhaps to other matters as well. For instance, a written work may be

innovative if it addresses a previously uncharted topic or brings a new perspective to bear upon previously identified ideas or issues; because it carries a message to a new audience or employs a new medium; or because it requires scholars to extend a personal range of scholarly competence.

3. Comprehensive. Scholarship is comprehensive if its presentation reflects a broad appreciation of existing information, relevant issues, and possible alternatives. Whether the scholar has placed a work into context is a significant consideration. Another important factor is whether the work has an appropriate degree of complexity in light of applicable limitations, such as those relating to space, time, or resources. The comprehensiveness of the work is enhanced to the degree that the work is interdisciplinary.
4. Visible. Scholarship is visible if it is communicated to an audience in a manner that is likely to enhance the reputation of the individual scholar and Georgian Court. The size and nature of the audience reached by the work is relevant to this determination. In addition, in the case of written works, consideration should be given to the prestige of the publisher and the prominence given to the work. Similar considerations apply to the evaluation of non-written works.
5. Reviewed. Scholarship is reviewed when it is subject to scrutiny by others. Review of a work may occur at several stages:
 - a. Pre-dissemination;
 - b. During the dissemination process; and
 - c. Post-dissemination.

Prior to dissemination, drafts, prototypes and other tentative forms of a work may be evaluated by peers or others within or outside Georgian Court, for the purpose of soliciting guidance. During the dissemination process, potential publishers and others may evaluate the merits of a work with a view toward determining whether it deserves a forum. After dissemination, the work may be the subject of reviews which evaluate the final product of the scholarship.

6. Influential. Scholarship is influential if it affects the conduct or work of others. For instance, there is evidence that a work is influential if a book is adopted for use in others' classrooms, e.g. where a study or article is invoked as the basis for governmental action, or where a scientific discovery forms the predicate for research by others.

4.5.2.3 Standards Interpreting the Scholarship Requirement

The faculty members of each academic unit of Georgian Court shall define, adopt and periodically revise standards interpreting Georgian Court's scholarship requirement. These standards shall articulate the minimum expectations for scholarly productivity on the part of all faculty members in the academic department, taking the following into account:

1. The mission of the academic department unit;
2. The various constituencies served;
3. The types and qualities of scholarship identified in paragraph 4.5.2.1; and

4. The time and resources available to the faculty members for scholarly activities, both of which vary throughout Georgian Court.

The standards adopted pursuant to paragraph 4.5.2.3 shall reflect both the importance of demonstrative evidence of continuing scholarly productivity and the fact that rigid timetables for research and scholarship are often unrealistic. In addition, the standards must recognize that the focus of individual research and the direction of one's scholarly activities are subject to seasonal change throughout the faculty member's career. The standards should not so narrowly define acceptable forms of scholarship as to inhibit the pursuit of new forms of scholarship within Georgian Court.

The standards of the individual academic units adopted pursuant to paragraph 4.5.2.3 shall provide that scholarship be pursued in the following manner:

1. All faculty members are expected to devote some portion of their time, on a regular basis, to at least one of the forms of scholarship described in paragraph 4.5.2.1.

Upon initial adoption or revision of Volume IV, the standards adopted by individual departments shall be incorporated into this Policy Manual by reference.

4.5.2.4 Excellence in Scholarship

Excellence in scholarship may be assessed by evidence generated by the following types of procedures and activities, as reported in the Faculty Annual Summary:

1. Documented self-report of activities;
2. Evaluation or statements by professional peers;
3. Juried publications;
4. Citation of research in other works;
5. Awards or grants, prizes, or commendations; and
6. Demonstrated artistic or technical skill, scholarship and teaching techniques associated with one's discipline.

4.5.3 Service to Georgian Court

Georgian Court depends upon its faculty for services rendered outside the classroom. Therefore, a full-time or pro-rata faculty member may reasonably be expected to participate in the operational concerns of the institution. Such participation may include, but not necessarily be limited to, the following:

1. Service on school or departmental committees, attendance at school or departmental meetings, and participation in the decision-making and curriculum development processes;
2. Participation on Georgian Court committees;
3. Leadership in such areas of Georgian Court life as governance, faculty development, curriculum design;

4. Service as Chair of a Department or of a Georgian Court committee, as a Graduate Program Director, or as a Director of another Georgian Court program;
5. Acting as representative of Georgian Court to the larger regional, national or international community;
6. Service as advisor/moderator to student activities/organizations;
7. Planning and/or participation in extra-curricular student activities; and
8. Planning and/or participating in curriculum-related enrichment activities outside normal course offerings.

4.5.3.1 Demonstration of Service Activities

Demonstration of service activities may include, but not necessarily be limited to, the following types of evidence, as reported in the Faculty Annual Summary:

1. Self-report of activities;
2. School Dean, Department Chair, or Graduate Program Director evaluations based on Subsection 4.5.3 above; and
3. Committee or committee Chair recommendations, or recommendations by the supervisor of an activity (e.g., a report from a Georgian Court University vice president).

4.5.4 Service to the Profession

All faculty members have an obligation to maintain a high level of professional competence and to keep abreast of developments in their field. Faculty members are encouraged to support and be active in appropriate professional organizations. Service activities in support of the profession include, but are not necessarily limited to:

1. Appointment in a scholarly capacity to a city, county, state or national post;
2. Participation in professional organizations (e.g., attendance at annual meetings);
3. Leadership position in professional organizations;
4. Reading papers (other than research) before learned societies and professional associations;
5. Service in the individual's professional area as a consultant or resource person; and
6. Review of creative work.

4.5.4.1 Demonstration of Service

Demonstration of service to the profession may include, but not necessarily be limited to, the following types of evidence, as reported in the Faculty Annual Summary:

1. Documented self-report of activities;
2. Evaluation or statements of professional peers; and

3. Published citations or acknowledgments of contributions by an individual in a supervisory, organizational, or leadership role in the organization through which the service was performed.

4.5.5 Service to the Community/Mission of Georgian Court

Faculty members may provide service to the community by working with people and/or organizations not in their professional field. Such service may include, but not necessarily be limited to the following:

1. Lectures to non-professional community groups;
2. Leadership positions in political, church, or community activities;
3. Participation in non-profit organizations designed to serve the general public;
4. Service to community groups in a professional capacity; and
5. Advancement of the Georgian Court mission or that of the Sisters of Mercy.

4.5.5.1 Sources of Documentation

Sources of documentation include, but are not necessarily limited to, the following, as reported in the Faculty Annual Summary:

1. Self-report of activities,
2. Adequate documentation of time spent; this documentation to be provided by an individual in a supervisory, organizational, or leadership role in the organization through which the service was performed;
3. Awards; and
4. Testimony by leaders of recognized community groups.

4.5.6 Librarian Evaluation

Professional Librarians are evaluated under the same criteria as other ranked faculty (See this Section 4.5), except that the following paragraph substitutes for Subsection 4.5.1.

4.5.6.1 Professional Effectiveness of Library Faculty

Georgian Court recognizes that excellence in librarianship is the major factor in evaluating library faculty, and one which approximates the teaching component on which instructional faculty are evaluated. As appropriate for the professional assignment of the library faculty member, the evaluation may include, but not be limited to, the following criteria:

1. Evidence of effectiveness in the development and use of library resources for undergraduate, graduate and research programs:
 - a. Developing and building the library collection;
 - b. Interpretation of users' needs and the retrieval of information to meet those needs;

- c. Teaching activity, either direct or indirect, of groups or individuals: e.g., teaching formal classes, bibliographic instruction lectures, assisting students and faculty in locating and using information sources, aiding faculty colleagues to use library resources to supplement and enrich the classroom experience; and
 - d. Evaluation of library programs and services.
- 2. Evidence of efficiency in the performance of library operations supporting instructional and research programs, such as:
 - a. Skill in searching for and organizing bibliographic data to produce accurate and consistent records: e.g., public catalog, order records, etc;
 - b. Ability to set objectives, devise procedures, and delegate work to achieve an effective, timely result;
 - c. Command and knowledge of specialized areas of responsibility;
 - d. Ability to provide effective supervision of staff; and
 - e. Ability to utilize ideas gained from study and observation to improve operations or introduce new services.
- 3. Evidence of continuing professional growth and development:
 - a. Involvement in continuing education: e.g., additional degrees, certificates, or course work beyond the minimum requirement, workshops, conferences, etc;
 - b. Membership in and involvement with the activities of professional organizations; and
 - c. Knowledge of current developments and emerging trends in librarianship, particularly as related to one's own area of responsibility.
- 4. Scholarship and publications:
 - a. Production of bibliographies, library guides, research aids, web pages; and
 - b. Investigation of library problem or issue, which may involve literature search, survey observation at other libraries or similar information gathering and synthesis, resulting in a formal written report.
 - c. Scholarship as defined in Subsection 4.5.2.

Evidence considered in evaluation shall include, but shall not necessarily be limited to:

- 1. Self-evaluation;
- 2. Evaluation by supervisor;
- 3. Evaluations by users of librarians' expertise, such as student and/or faculty evaluation of library instructional lectures, letters of commendation, etc.; and
- 4. Copies of any reports, articles, surveys, etc. produced.

4.6 Promotion Policies and Procedures

Georgian Court seeks to sustain and improve its academic stature. Maintaining and improving the quality of the faculty is a primary means of achieving these ends. Promotion in academic rank is a means by which Georgian Court encourages, recognizes, and rewards faculty members for excellence in the performance of their duties.

4.6.1 Eligibility for Promotion

Faculty are promoted on the basis of the fulfillment of their qualifications as described by New Jersey Administrative Code 9A:1-1.8 and discussed in this section, in Section 4.5, “Evaluation,” and in Section 4.1, “Definition of Academic Ranks.”

Promotion is conferred in accordance with the evaluation of the following criteria:

1. Graduate training and degrees as defined by New Jersey Administrative Code 9A:1-1.8;
2. Years of full-time teaching;
3. Teaching effectiveness;
4. Scholarship (see in particular the criteria provided in Subsection 4.5.2), creative accomplishments and continued professional development; and
5. Service to Georgian Court (See Subsection 4.5.3)

Promotion is recommended by the Rank and Tenure Committee and is granted by the President in consultation with the Provost. The Rank and Tenure Committee considers written opinions, including those of the appropriate Department Chair, the Dean of the appropriate school, and those of other faculty members. The candidate may be self-nominated or be nominated by the appropriate Department Chair or a member of higher rank. Supporting documents that give evidence of the criteria listed above shall be submitted to the Chair of the Rank and Tenure Committee. Promotion of faculty members to a higher rank is not automatically conferred following completion of the minimum service time indicated for each rank in Subsection 4.1.3.

4.6.2 Procedures for Promotion Review

The initial responsibility of applying for advancement in rank and the burden of proof for the advancement rests with the individual faculty member. Faculty members who wish to apply for promotion in rank shall inform the Rank and Tenure Committee, appropriate Department Chair, School Dean and Provost of their intentions on or before October 1 of the academic year in which they wish to be reviewed. The Chair of the Rank and Tenure Committee shall notify all candidates who are scheduled for promotion review of their responsibility for compiling a review file and of the appropriate deadline.

4.6.2.1 Promotion Review Files

The evaluations of the Committee on Rank and Tenure will be based on evidence contained in the promotion review file or, in the case of those also being reviewed for tenure, the tenure review file. These files are to be prepared by the faculty member.

This file shall contain a current curriculum vitae, evidence of teaching excellence (including student evaluations and summaries), letters of recommendation and other evidence that the

candidate has met the various criteria (Subsection 4.1.3 and Section 4.5) necessary for the promotion being requested.

It is the responsibility of the faculty member to make sure that the review file is complete for this formal evaluation. No material shall be placed in the file without evidence of the faculty member's knowledge. The nominee may respond to such material.

During the process of review, the material in the review file shall be kept in confidence, and access shall be limited to the Rank and Tenure Committee, Provost, the President, the Board of Trustees, the appropriate Department Chair, School Dean, and the candidate.

Faculty members applying for promotion or tenure for the following scholastic year may apply for approval during the year after they have completed their eligibility time requirement (e.g., an Associate Professor may apply for promotion to Professor in his or her fifth year after completing four years at the associate professor rank).

4.6.2.2 Evaluation by the Chair, Program Director and School Dean

Applications for advancement in rank shall be accompanied by an evaluation on the merits of the application from the appropriate Department Chair, Program Director and School Dean. These evaluations should specifically address the degree to which the candidate meets or fails to meet the appropriate criteria (See Subsection 4.5.2). The evaluation shall include a specific recommendation to grant or withhold the applied for promotion.

4.6.2.3 Action on Promotion

A decision with regard to recommendation for promotion is based on a judgment by the Rank and Tenure Committee, the applicable School Dean and the Provost on whether the individual meets the criteria established in Sections 4.1 and 4.5. Award of promotion is then determined by the President, with the decision subject to the approval of the University Affairs Committee.

The Rank and Tenure Committee shall submit to the Provost its recommendations in each case. The Provost transmits the Provost's recommendations and those of the Committee to the President along with the evaluation of the School Dean. If the President does not concur with the recommendation of the Rank and Tenure Committee, the President will meet with the Committee together with the Provost to discuss the matter prior to making recommendation to the Board of Trustees. The President then makes recommendation to the Board of Trustees. Following action by the Board, the President reports the decision to the candidate and the Rank and Tenure Committee.

When an application for promotion is approved, the promotion in rank shall take effect with the beginning of the next contract period.

4.6.2.4 Advancement Schedule for Promotion and Tenure Decisions

1. On or before May 1:

Full-time faculty notify Provost, Department Chair, the Dean of the appropriate school, and the Chair of Rank and Tenure of their intent to apply for promotion or tenure.

2. On or before September 1:

Full-time faculty forward promotion or tenure review portfolios to their Department Chair.

3. On or before September 15:

The Department Chair forwards the promotion or tenure review portfolios to the appropriate Dean.

4. On or before October 1:

The Department Chair and the Dean of the appropriate school submit their letters of evaluation to the Chair of the Rank and Tenure Committee.

5. On or Before October 1:

Full-time faculty forward promotion or tenure review portfolios to the Office of the Provost.

6. On or before November 30:

Rank and Tenure Committee sends its recommendations to the Provost. The Provost, after obtaining input from the applicable School Dean(s) forwards recommendations to the President in a timely manner and prior to December 30.

7. On or before December 30:

President informs the Rank and Tenure Committee of any disagreement concerning the recommendations of the Committee and the President and schedules meeting with the members of the Rank and Tenure Committee and the Provost in a timely manner necessary to meet the requirement for January 31, below.

8. On or before January 31:

President informs the Board of Trustees of the recommendations concerning full-time faculty requesting rank and/or tenure at the levels of Assistant Professor, Associate Professor, Professor, Assistant Librarian, Associate Librarian, or Librarian.

9. On or before February 28:

Board of Trustees acts on recommendations.

10. On or before March 22:

The President sends written notifications of decisions to applicants and the Rank and Tenure Committee.

4.7 Tenure Policy and Procedures

Institutions of higher education are conducted for the common good, which depends upon the free search for truth and its free exposition by teachers and scholars. Georgian Court recognizes the value of tenure as promoting not only academic freedom, but also the stability of a community of teachers and scholars dedicated to these ideals.

Tenure is granted by the Board of Trustees on the recommendation of the Provost and President, based upon convincing evidence of excellence in at least two, and strength in the third, of the areas of teaching, scholarship and service as set forth in Section 4.5. The President is guided by the advice of the Rank and Tenure Committee, School Dean and the Provost. The holding of the

appropriate degree and having the required number of years of full-time teaching does not automatically result in the granting of tenure. In addition to the qualifications of the candidate for tenure, other considerations that enter into an individual decision to confer tenure include particular needs within a department and school and the financial resources of Georgian Court. Therefore, a decision not to grant tenure does not necessarily reflect an unfavorable judgment of the candidate.

Ordinarily, tenure is granted only after a probationary period (six (6) academic years completed) of full-time teaching or working as a librarian at the rank of Assistant Professor or Assistant Librarian at Georgian Court. The appropriate ranks at which tenure may be granted are: Professor, Associate Professor, Librarian, and Associate Librarian. Georgian Court reserves the right to grant tenure to members of the faculty and Librarians prior to the completion of the required number of years or attainment of appropriate rank. (See Subsection 4.1.3) Barring extenuating circumstances, if an individual applies for tenure and is not granted tenure, that individual will be issued a one-year terminal contract for the following academic year.

4.7.1 Procedure for Applying for Tenure

Since the actual conferral of tenure is an affirmative act by the Board of Trustees, the individual shall formally request tenure following the last year of the probationary period. The request for tenure review is made to the Department Chair, the School Dean, the Chair of the Rank and Tenure Committee, and the Provost. The review of the application for tenure shall proceed in accordance with the schedule specified in paragraph 4.6.2.4. Georgian Court may recognize superior teaching and service by offering an early grant of tenure. Request for consideration of early promotion or early tenure must be initiated by the faculty member, supported by the Department Chair and School Dean and recommended by the Rank and Tenure Committee and the Provost to the President. Tenure may not generally be conferred upon any non-tenured individual employed at Georgian Court University unless the individual has undergone tenure review. In the extraordinary circumstance that it is in the best interest of the university to confer tenure to an individual outside of the typical tenure review schedule, then the Provost will consult with and seek a recommendation from the Rank and Tenure Committee before tenure is conferred.

4.7.2 Third-Year Review Procedures for Notice Contract Faculty

For the purpose of encouraging notice contract faculty members to enhance the quality of their professional work through continued growth, a notice contract faculty member is required to participate in a cumulative assessment, the Third-Year Review in his or her third year at Georgian Court. While the purpose of the Third-Year Review is to guide the candidate's development, the process may result in an assessment that would be considered in decisions regarding the issuance of a terminal contract.

The review shall be conducted by the Provost through the Third-Year Review Subcommittee of the Faculty Rank and Tenure Committee. The Third-Year Review Subcommittee shall assign two of its members to each faculty member undergoing review (hereafter the "candidate") to evaluate the candidate's teaching, scholarship, and service. The candidate has the right to have one of his or her initially assigned reviewers replaced by an alternate member of the Third-Year Review Subcommittee. Once such a replacement has been made, the candidate may request no further changes to his or her reviewers.

After being notified of eligibility during the fall semester by the Chair of the Third-Year Review Subcommittee, the candidate shall submit a portfolio to the Office of the Provost that includes the following for his or her time at Georgian Court:

1. All of the relevant items set forth in Section 4.5, together with any other evaluations of teaching conducted over that time, if desired (including but not limited to peer consultations, self-evaluations, and course-specific evaluations conducted by the faculty member, as well as teaching portfolios);
2. Publications or other evidence of scholarly activities;
3. A summary of service activities within and outside the Georgian Court community; and
4. Letters of evaluation written by the candidate's School Dean and Department Chair and/or Program Director.

Additional materials may be requested by the Third-Year Review Subcommittee or submitted by the candidate.

The two members of the Third-Year Review Subcommittee assigned to each candidate shall review the candidate's work as a whole in light of the same criteria that are applicable to decisions on promotion or tenure and shall issue written reports to the Provost indicating whether they find, by a preponderance of the evidence, that the performance of the candidate is worthy of future consideration for tenure and noting any weaknesses that indicate the need for a corrective plan under the criteria of teaching and advising, service, or scholarship, taking into account the candidate's interest in academic freedom and any standards developed by the candidate's school or department interpreting the scholarship requirements.

In evaluating a candidate's performance, reviewers should be cognizant of the different requirements for teaching faculty and library faculty (see section 4.5.6 for library faculty criteria).

In reviewing the candidate's teaching, the reviewers shall bear in mind that written student evaluations of a teacher's performance offer only one perspective on whether the teacher is performing adequately. In addition, only limited weight may be given to comparative rankings of faculty members in a department for such rankings are undoubtedly influenced by numerous factors other than teaching performance, such as inherent differences in subject matter, the scheduling of courses and other matters.

Copies of the reviewers' reports shall be provided to the candidate, the School Dean, Department Chair and/or Program Director, and the Provost.

If the conclusions of the reports are favorable to the candidate with respect to the criteria, the conclusions shall generally be accepted by the Provost. These conclusions shall be discussed with the candidate in a meeting that includes the candidate, the Chair of the Third-Year Review Subcommittee, the Department Chair and/or Program Director, the School Dean, an academic administrator representing the Office of the Provost, and the Provost.

If the reports find that the candidate's performance under the criteria is deficient, the Provost shall consult with the School Dean and Department Chair and/or Program Director of the applicable academic unit. If a conclusion is reached that the candidate is failing to meet required standards for performance, the Chair of the Third-Year Review Subcommittee, the Department Chair and/or Program Director, the School Dean, an academic administrator representing the Office of the Provost, and the Provost will meet with the candidate for the purpose of designing a

plan of action to remedy any deficiencies. Georgian Court will endeavor to provide the candidate with reasonably necessary resources to remedy any identified deficiencies in accord with the agreed upon plan of action. In case of deficient performance, the candidate may be issued a one-year terminal contract for the following academic year; alternatively, at the Provost's discretion, the candidate may be reviewed again by the Third-Year Review Subcommittee in the following academic year. If suitable progress has been made to correct the deficiencies noted in the previous year, then the candidate will next be reviewed upon becoming eligible for promotion and/or tenure.

Should the candidate fail to correct the deficiencies noted in the previous year, he or she may be subject to non-reappointment and given a one-year terminal contract for the following academic year by the Provost.

4.8 Separation

At times, Georgian Court or individual faculty members may find it necessary to sever a contractual relationship. To protect the interests of both parties, categories of separation are here defined, and the policies and procedures related to each are set forth.

4.8.1 Resignation

The faculty member is free to terminate an appointment at the end of the specified contract period.

The final acceptable date for notice of resignation for the following academic year is April 15. Failure to return the proffered contract on or before May 1 shall be construed as equivalent to a resignation.

Georgian Court considers a contract to be terminated by the faculty member if the faculty member fails, without clearly evidenced cause, to fulfill basic contractual obligations for a period of two consecutive weeks.

4.8.2 Retirement

A faculty member may retire at any time consistent with the provisions of Subsection 4.8.1.

Any ranked faculty member at Georgian Court who retires or is pensioned is deemed to have been separated from service to Georgian Court in good standing.

4.8.3 Non-Reappointment

Legitimate reasons for non-reappointment of a full-time or pro-rata non-tenured faculty member may include, but are not limited to, the following:

1. Cancellation of or change in a program as defined in paragraph 4.8.5.1;
2. Declining enrollment;
3. Need for reduction in staff;
4. Incongruence between the teaching interests of the faculty member and the educational goals of Georgian Court;

5. A pattern of unfavorable reviews of the faculty member's major appointment responsibilities of teaching and/or advising (See Section 4.11.) as evaluated according to the procedures of Sections 4.5 and 4.7; and
6. A pattern of inadequate performance of the faculty member's other appointment responsibilities as illustrated throughout Section 4.11 and as evaluated according to the procedures of the appropriate parts of Section 4.6 and 4.7).

In order to facilitate relocation, Georgian Court will give non-tenured faculty members advance notice of Georgian Court's intent not to reappoint them for a subsequent academic term in accordance with the notice provisions below. (See paragraph 4.8.3.1)

The final decision not to reappoint a non-tenured faculty member is made at the sole discretion of the President, except that any such decision shall not be discriminatory or unreasonable as defined by law. The President shall act following completion of the evaluation process by the Rank and Tenure Committee described in Section 4.7 or after receiving the recommendation of the School Dean, who shall have consulted with the appropriate Department Chair. If the faculty member is the Department Chair, the recommendation of the School Dean and the Provost shall suffice. In cases where faculty believe that their non-reappointment has been unlawfully discriminatory or unreasonable, they may commence an appeal in accordance with procedures established in Section 4.14 of this Volume IV of the Policy Manual. The burden of proof shall be on the faculty member. The review of the Appeals Committee shall be limited to determining whether the non-reappointment was motivated solely by unlawful discrimination or whether there was a reasonable basis for the decision.

4.8.3.1 Notice of Non-Reappointment

Notice of impending non-renewal of contract on the part of Georgian Court is extended in writing to full-time faculty. This notice shall be given:

1. On or before March 1 in the case of a faculty member in the first year of employment;
2. On or before December 15 in the second year of employment; and
3. A full year in advance of termination after two (2) years of service to Georgian Court.

A notice of non-reappointment is not a dismissal for cause. The faculty member, however, is entitled to know the reasons for non-reappointment and, upon written request, to have the reasons given in writing. If the faculty member wishes to know the reasons for non-reappointment, the request should be made to the appropriate School Dean within fifteen (15) working days of the notice. (See Subsection 4.8.3)

4.8.4 Prolonged Mental or Physical Illness

If a tenured faculty member is unable to perform all or a substantial part of the faculty member's duties for a period of more than six (6) months because of ill health or similar causes, the faculty member does not lose tenure, but may request leave of absence without pay, following the regular procedures in Volume III Subsection 3.4.2, until such time as the faculty member shall be able to resume teaching duties.

Faculty members shall present medical evidence of his/her state of health to the appropriate School Dean.

Any further actions will be reached only after there has been appropriate consultation and the faculty member or the faculty member's 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 evidence.

If the faculty member so requests, the evidence shall be reviewed by the Provost who shall make a final determination.

In the event that a non-tenured faculty member is unable to perform all or a substantial part of the faculty member's duties for a period in excess of six (6) months because of ill health, despite reasonable accommodation, Georgian Court may terminate the appointment at the end of a contract period.

Any further actions will be reached only after there has been appropriate consultation and after the faculty member or the faculty member's representative has been informed, in writing, of the basis for the proposed action. If the faculty member so requests, the evidence shall be reviewed by the Provost who shall make a final determination.

Georgian Court will, in each case, work within the disability program to ease the burden of any such action as far as is contractually possible.

4.8.5 Financial Exigency

Financial exigency is a rare and serious institutional crisis which is defined as the critical, urgent need of Georgian Court to reorder its current fund 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 shall have consulted with the Executive Committee of the Faculty Assembly, decides:

1. If a financial crisis meets the criteria, and
2. Whether a financial exigency should be declared. The Faculty Assembly participates in the decision that financial exigency exists through its representatives on the Committees which advise the Provost and President.

Subsequently, the faculty shall be represented in administrative processes relating to program reorganization, or the curtailment or termination of instructional programs because of financial exigency, through the School Curriculum Committee, Graduate Council, and Program Review and Assessment Committee. Faculty shall not, however, necessarily be represented in individual personnel decisions; the Provost and President and the Board of Trustees shall have final authority in all matters related to financial exigency.

4.8.5.1 Major Changes in Curricular Requirements, Academic Programs or Departments

Termination of a faculty member may occur as a result of a major change, including discontinuation of a curricular requirement, an academic program, or a department in whole or in part.

Decisions about such major changes are made by the President after receiving recommendations from the appropriate School Dean, the appropriate curriculum committee, and the Provost.

Individual termination decisions resulting from curricular changes will follow the general procedures and order of termination described in paragraph 4.8.5.5.

Faculty terminated under a curricular change shall receive notice according to the schedule in paragraph 4.8.3.1. Georgian Court shall normally discontinue such programs and the faculty member's relationship with Georgian Court at the end of an academic term.

Faculty terminated under this section have the same rights as those affected by financial exigency or by an enrollment emergency, as delineated in Subsection 4.8.5 and paragraph 4.8.5.2.

4.8.5.2 Enrollment Emergency

Enrollment emergency shall be defined as either a sudden or an unplanned progressive decline in student enrollment, the detrimental financial effects of which are too great or too rapid to be offset by normal procedures outlined in paragraph 4.8.5.1.

The number of FTE students is calculated by the Office of Institutional Research and is used in determining an enrollment emergency.

The President, after consultation with the Executive Committee of the Faculty Assembly and Board of Trustees, shall make the policy declaration of a state of enrollment emergency to Georgian Court.

4.8.5.3 General Procedures Regarding Termination

1. Once a state of enrollment emergency or financial exigency has been declared, the appropriate School Dean, in consultation with the affected faculty departmental or graduate program, shall recommend action to the Provost. The President, after consultation with the Provost, shall recommend action to the Board of Trustees for their approval. Such action may be to eliminate some departments or programs in whole or in part, or to distribute terminations throughout the faculty so as to prevent the elimination of any program or department.
2. If a ranked faculty member is to be terminated for reasons described in Subsection 4.8.5, no replacement for that faculty member's position shall be hired within a period of three (3) years unless the terminated faculty member has been offered reappointment under conditions comparable to those held at the time of termination, and has been given ninety (90) days after written notice of the offer of reappointment within which to accept, in writing, the reappointment.
3. It shall be the duty of terminated faculty members to keep Georgian Court informed of a current address for the purpose of this section, and notice sent to the address by Georgian Court shall be presumed received if sent by certified mail, postage prepaid.

4.8.5.4 Specific Procedures on Termination

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

1. Termination of specific faculty shall be recommended by the appropriate School Dean in consultation with the department involved. The dean recommends to the President, who makes the final decision.
2. In the case of financial exigency where short notices and effective action are necessary, when time permits, the following procedures may be followed:
 - a. The appropriate curriculum committee and the appropriate School Dean may advise the Provost and the President to hold all contracts until May 31, and to serve notice to non-tenured faculty on non-renewal of contracts, pending a final decision on the seriousness of the financial exigency;
 - b. All tenured faculty shall receive one (1) year's notice from the date of officially receiving the decision of the Board of Trustees. Non-tenured faculty affected shall complete the current academic term in progress at the date of the decision by the Board of Trustees;
 - c. Tenured faculty who have been terminated shall be offered non-teaching positions at Georgian Court if there are openings for which they are qualified; and
 - d. Georgian Court shall attempt to assist displaced tenured faculty to find employment commensurate with qualifications.

4.8.5.5 Order of Termination within a Department or Program

The decision on the termination of a faculty member in a particular department shall proceed according to the procedures outlined below:

1. Prior to involuntary dismissals, the following voluntary measure shall be considered:
 - a. If a department must operate with fewer personnel, it shall consider retaining as many faculty as possible. Such retention may require reduced salary and workload. Such a program shall not be implemented without the consent of the affected department members; and
 - b. The possibility of voluntary early or phased retirements should be investigated.
2. Involuntary Programs
 - a. Adjunct faculty shall be terminated first within the program or department involved;
 - b. In making a recommendation about the termination of the appointment of a non-tenured faculty member, program integrity and seniority shall be considered;
 - c. In making a recommendation about the termination of the appointment of a tenured faculty member, program integrity, rank, and seniority shall be considered;
 - d. The appointment of a faculty member with tenure shall 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 recommendation of extraordinary circumstances to the Provost and the President shall be made by the appropriate School Dean in consultation with the Department Chair, the appropriate curriculum committee, and the Program Review and Assessment Committee; and

- e. The appropriate School Dean shall provide the appropriate committees and interested parties with documentation concerning program integrity, as well as rank, degrees, and seniority.

4.8.5.6 Appeals on Termination

If Georgian Court issues notice to a particular faculty member of an intention to terminate the appointment because of reasons discussed in paragraphs 4.8.5.1 through 4.8.5.4, the faculty member shall have the right to a full hearing before the Rank and Tenure Committee. The issue of the appeal shall be confined to procedures, including adequacy of sources of data. The termination shall not be delayed in the case that the appeal is not settled by the effective date; nor shall the appeal procedure be interrupted or denied because of the termination.

4.8.6 Dismissal for Cause

Dismissal for cause is a severance action by which Georgian Court terminates its contract with the faculty member for just cause. Any faculty contract is subject to action under this section. Dismissal for cause must be directly and substantially related to the fitness of faculty members to continue their professional capacity.

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

4.8.6.1 Dismissal Proceedings

Dismissal proceedings may be instituted on the following grounds:

1. Professional incompetence;
2. Continued neglect of academic duties in spite of oral and written warnings;
3. Serious personal misconduct; including harassment;
4. Deliberate and serious violation of the rights and freedom of fellow faculty members, administrators, or students;
5. Conviction of a crime directly related to the faculty member's fitness to practice the faculty member's profession;
6. Serious failure to follow the professional ethics of the academic discipline;
7. Falsification of credentials and experience; and/or
8. Failure, after oral and written warnings, to follow standards of Georgian Court as designated in this Volume IV of the Policy Manual.

4.8.6.2 Procedures for Dismissal for Cause

The President makes the decision on dismissal for cause. Except in an emergency, dismissal procedures shall include the following steps:

1. Written notice to the faculty member from the appropriate School Dean that a recommendation for dismissal for cause shall be made to the Provost and President. This notice shall contain a written statement of the grounds upon which the recommendation is to be made, and a brief summary of information supporting such grounds;

2. A demonstrable opportunity for the faculty member to meet with the appropriate School Dean to present the faculty member's defense concerning the dismissal recommendation, before the final recommendation is made; and
3. A reasonable opportunity for the faculty member to meet with the President to present the faculty member's defense concerning the dismissal recommendation, if it is made to and accepted by the President.

4.8.6.3 Burden of Proof

In any case involving dismissal for cause, the burden of proof that just cause exists shall be on Georgian Court, which burden shall be by a preponderance of the evidence.

4.8.6.4 Appeal of Dismissal for Cause

The decision of the President may be the basis of an appeal before the Grievance Committee, which shall review the case and make a recommendation to the President in accordance with procedures established in the Grievance Policy set forth in Section 4.14 of this Volume IV of the Policy Manual.

4.8.7 Action Short of Dismissal

1. Depending on the circumstances, the President may elect to impose a disciplinary action short of dismissal for causes listed in Subsection 4.8.6, such as suspension for a period of time with or without pay and/or withdrawal of faculty privilege. In unusual circumstances, such as when a faculty member is an apparent danger to self or others, the President may take disciplinary action without previous citation or warning.
2. Suspension for a defined period of time may also be the temporary separation of a faculty member from Georgian Court when it is determined by the President that there is a strong likelihood that the faculty member's continued presence at Georgian Court poses an immediate threat of harm to Georgian Court, or to individual members of the Georgian Court community. Such suspension shall be with pay and shall last as long as the threat of harm, as determined by the President, continues, or other action is taken by the President.
3. In view of the past merits of the faculty member, and upon advice of counsel or other authority, final action by the President may take a milder form of temporary suspension rather than outright dismissal. Such suspension shall not last beyond one (1) full year, but may entail the total or partial discontinuance of all salaries and benefits, the suspension of all promotion and salary increments, and the temporary suspension or withdrawal of all faculty privileges.
4. The Rank and Tenure Committee may be called upon to review cases where the faculty member questions the decision.

4.8.8 Progressive Discipline of Faculty Members

Dismissal for cause should, in normal circumstances, 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 shall also stipulate a period of time within

which correction of the alleged problem is expected. The faculty member may contest the allegation; if the faculty member does not contest the allegation and proceeds to fulfill the faculty member's duties, the matter is settled. If the faculty member fails to correct the negligence, dismissal procedures or a lesser sanction may be applied.

4.8.9 Termination of Tenure

The right of tenure terminates automatically:

1. On the resignation of the faculty member;
2. On the conviction of a faculty member for a felony; or
3. On dismissal for cause.

4.9 Faculty Rights and Responsibilities

Georgian Court supports and is guided by the following AAUP statements on academic freedom and professional ethics:

4.9.1 AAUP Statement on Academic Freedom

Georgian Court University endorses the most recent AAUP policy statement on academic freedom.

4.9.2 AAUP Statement on Professional Ethics

- I. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- II. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
- III. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas, professors show due respect for the opinions of others. Professors acknowledge academic

debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of professors' responsibilities for the governance of their institution.

- IV. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
- V. As members of their community, professors have the right and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their professions, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their university or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom²

All AAUP references to professor/professors shall be taken to include all those with faculty status at Georgian Court.

4.9.3 Professional Relationships

Georgian Court's educational mission is promoted by professionalism in faculty-student and faculty-faculty relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty and students that harm this atmosphere undermine professionalism and hinder fulfillment of Georgian Court's educational mission. Trust and respect are diminished when those in position of authority abuse, or appear to abuse, their power. Those who abuse their power in such context violate their duty to the Georgian Court community.

4.9.4 Intellectual Property Policy Regarding Ownership of Works Created by Faculty

Georgian Court University is committed to creating and facilitating an environment for the free exchange of ideas. In order to promote and encourage excellence in research and teaching, the University has established this Intellectual Property Rights Policy regarding ownership of works created by faculty. The University's intention with this Policy is to maintain the traditional rules that have existed between the University and its faculty for many years.

I. DEFINITIONS

- A. *Intellectual Property*: is work for which ownership rights can be recognized by copyrights, patents, and trademarks, such as musical, literary, and artistic works; discoveries and inventions; software applications; and books, research studies, words, phrases, symbols, and designs.

² This statement was approved by the AAUP Council in 1987 and endorsed by the Seventy-Third Annual Meeting.

- B. *Intellectual Property Rights*: ownership rights as allowed by the laws of the United States to a work that may be identified by a copyright, patent, or trademark.
- C. *Work for Hire (WFH)*: is a work created by an employee as part of his or her job, or a work created on behalf of a client where all parties agree in writing to the WFH designation (Source: U.S. Copyright Law 1976). However, for Georgian Court University faculty members, a work for hire at the University is work that is created by an employee pursuant to a specific direction or assigned duty (other than their annual faculty contract) from the University or any of its units. To be considered a “Work for Hire,” a separate contract of work, beyond the annual faculty contract, is required. Should the University be seeking all or part of the Intellectual Property rights to work produced under that contract, that matter will be addressed in the contract.

II. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

Except for works that are subordinated to other agreements or works that are considered Work for Hire (as defined above), consistent with longstanding academic tradition and custom, the Faculty Member/Author shall retain ownership of intellectual property rights.

III. INTELLECTUAL PROPERTY RIGHTS OWNERSHIP BY UNIVERSITY

- A. *Subordination to Other Agreements*. Intellectual Property rights of all material developed in the course of or pursuant to a sponsored research or other agreement to which the University is a party shall be determined in accordance with the terms of the sponsored research or other agreement. In the absence of terms specifically assigning ownership, the intellectual property rights shall become the property of the University only if the terms of such agreement directly or indirectly create University obligations as to intellectual property developed thereunder or if ownership is conferred upon the University by operation of another provision of this Policy.
- B. *Work for Hire*. The intellectual property rights to material that is created by an employee within the scope of the University and pursuant to a specific direction or assigned duty (other than those described in their annual contract) from the University or any of its units, or which would constitute a work made for hire (as defined above), shall be the property of the University. Grants awarded to a faculty member in recognition of the creation of works (e.g., Faculty Development Grant awarded to a faculty member who creates an online or face-to-face course) do not confer intellectual property ownership rights to the University, in whole or in part, unless that is contracted in writing at the time of the awarding of the grant.
- C. *Substantial Use of University Resources*. Intellectual Property rights for works which are developed with the “substantial use” of University resources, funds, space, or facilities shall reside in the University. For purposes of this Policy, University resources include grants, contracts or awards made to the University by extramural sponsors. For purposes of this policy, “substantial use” of University resources entails the use, to a substantial degree, of University resources not ordinarily available to all, or virtually all, members of the faculty. As the concept of substantial use evolves with changes in the customary working

environment, the term may be refined by the Provost from time to time, after a required consultation with the faculty, and such definition shall be incorporated into this Policy.

- D. *Non-Substantial Use of University Resources.* Intellectual Property rights for works which are developed with non-substantial use or with no use of University resources, funds, space or facilities shall reside with the Faculty Member/Author. Resources normally available to faculty members include university-supplied desktop or laptop computer, regularly supplied software, campus network and internet access, office space, sabbatical time, small grants for professional development (unless there was a previous written agreement), and library resources. The Faculty Member/Author may, if he or she chooses, grant the University a world-wide, non-exclusive, royalty-free license to use such work for educational, non-commercial purposes. Ownership of the Intellectual Property rights to works developed prior to employment at the University shall remain the property of the Faculty Member/Author or the third party from whom the Faculty Member/Author secured them.

IV. DISCLOSURE AND COOPERATION

In order to ensure that a proper determination of ownership is made, works potentially falling into the categories described in paragraphs A through D of Section III above shall be promptly disclosed in writing to the Provost or his/her designee for a determination as to whether title is in the Faculty Member/Author or the University. Part of the disclosure by the Faculty Member/Author shall include a disclosure of the circumstances under which the work was created, a description of any University resources that were used, and any financial or other relationship with a third party that might affect the University's rights in the work (for example, any consulting agreements or third party funding agreements pursuant to which a work was created). If the Faculty Member/Author is uncertain whether the University would claim ownership of the intellectual property rights in a work, the work should be disclosed.

The University and the Faculty Member/Author will cooperate with one another in protecting ownership and other proprietary rights in the works (for example, executing assignments and any other necessary documents).

V. NON-COMMERCIAL USE BY FACULTY MEMBER/AUTHOR AND UNIVERSITY

Except for works made for hire, in cases where the University owns intellectual property rights under this Policy, the Faculty Member/Author will be permitted to continue to use the work for his or her own non-commercial purposes, so long as the name of the University is not used in connection with such works, other than to identify the Faculty Member/Author as an instructor at the University. With respect to works made for hire, the University will decide on a case-by-case basis whether it is appropriate for the creators of such works to have a license to use them for non-commercial purposes.

Similarly the ownership and licensing of books, articles, including course content such as syllabi, lesson plans, content of lectures, etc. ("Course Content") is under the control of the Faculty Member/Author creating such works. However, if any work or Course Content is to be published, the Faculty Member/Author shall make good-faith efforts to obtain from the publishing agency the right to grant the University a royalty-free right to use a reasonable

portion of the published work within the University for teaching, research and other non-commercial University purposes. If the creator is successful in retaining such right, the creator shall grant such right to the University. If the work or Course Content is not to be published, the Faculty Member/Author may, if he or she chooses, grant the University a royalty-free right to use the work within the University for teaching, research and other non-commercial University purposes.

VI. COMMERCIALIZATION AND REVENUE SHARING

With respect to any work created by the Faculty Member/Author and owned by the University, the University and the Faculty Member/Author will bring to the other's attention any licensing or other commercialization possibilities of which either becomes aware.

- A. *Works Owned By University, Not Made For Hire.* Except for works made for hire, any decisions by the University concerning commercialization of work in which the University owns the intellectual property rights will be made in consultation with the Faculty Member/Author.

The University shall distribute the gross license revenue the University receives for each such work as follows: 50% to the Faculty Member/Author, 50% to the University. In the event there is more than one Faculty Member/Author for any particular work subject to the distribution in the preceding sentence, the 50% Faculty Member/Author share shall be distributed equally among the Faculty Members/Authors unless the Faculty Members/Authors provide the University with a written agreement by which the Faculty Members/Authors agree to an unequal share, in which event the University shall distribute the 50% in accordance with such agreement.

- B. *Works Owned By University, Made For Hire.* With regard to works that would be considered works made for hire under federal intellectual property rights law, the University will determine on a case-by-case basis whether it is appropriate for the creators of such works to share any revenues arising from commercialization of such works, at the University's sole discretion.

VII. AGREEMENT

This Policy constitutes an understanding that is binding on the University, and on its faculty, other employees, and other covered individuals as a condition of their participating in University research, educational and other programs or their use of University facilities or resources. The University may require formal intellectual property rights agreements to implement the Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of the Policy.

4.10 Professional Development

4.10.1 Faculty Development

The Faculty Development Committee (See Volume I, paragraph 1.7.5.5) consists of elected faculty who, in conjunction with the appropriate School Dean, have the responsibility for fostering professional development.

4.10.2 Membership in Professional or Learned Societies

1. Georgian Court maintains institutional memberships in professional societies; each department, if appropriate, may also hold group memberships in such societies.
2. Georgian Court encourages faculty members to belong to their respective professional organizations and to attend and participate in the meetings of these organizations.
 - a. With prior approval, transportation and subsistence allowance is granted to anyone designated by the Provost or President to represent Georgian Court in its corporate capacity, and to faculty members who are officers of an organization or who present a paper or who prepare in advance extended remarks as a discussant or panelist. Application Form for Future Reimbursement of Expenses for Proposed Off-Campus Conference Paper Presentation may be obtained from the Provost's Office.
 - b. The transportation and other costs of faculty travel to and registration for other meetings of professional societies may be requisitioned from Georgian Court, provided such requisitions fall within the limits of the approved departmental budget.
 - c. All vouchers and receipted bills are to be submitted to the Provost's Office upon return to the campus from the meeting for approval and forwarding to the Business Office.

4.10.3 Funds

A Faculty Development Mini-Grant may be requested from the Faculty Development Committee. The Mini-Grant form shall be completed and submitted to the Chair of the committee. Application Form for Future Reimbursement of Expenses for Proposed Off-Campus Conference Paper Presentation may be obtained from the Provost's Office.

Funds desired beyond the departmental budget or the Mini-Grant fund may be requested from the appropriate School Dean.

4.10.4 Sabbatical Leave

Georgian Court, recognizing the necessity for faculty members to enrich their teaching and professional activities and to secure uninterrupted time for research, writing and creative work, provides its faculty with sabbatical leaves. Georgian Court desires to encourage professional growth and increased competence and productivity among faculty members by funding sabbaticals.

1. A faculty member becomes eligible to apply for a sabbatical leave after having served six consecutive years of full-time service in any of the professional ranks.
2. Once having received a sabbatical leave, a faculty member shall be eligible to apply again after having served six academic years as a full-time faculty member at Georgian Court since the end of the previous sabbatical leave.
3. A sabbatical leave may be requested for the purpose of research, writing, creative work, study, teaching effectiveness or other appropriate pursuits.
4. During the academic year prior to that in which a sabbatical leave is being requested, the following timetable shall be in effect for the sabbatical application process:

September 10:

Applicant shall notify the Department Chair of the intention to apply for sabbatical leave.

October 10:

Five copies of the completed application for sabbatical leave shall be submitted to the Chair of the Sabbatical Committee, who shall distribute copies to the committee members and to the appropriate School Dean.

November 10:

Based on the criteria listed in G below, the Sabbatical Committee shall submit its recommendation to the appropriate School Dean, with copies to the applicant and the applicant's Department Chair.

December 1:

The appropriate School Dean shall submit a recommendation to the Provost with copies to the applicant, the applicant's Department Chair, and the Chair of the Sabbatical Committee.

The Provost shall make a recommendation to the President and the Board of Trustees as soon as possible, and shall notify the applicant, the applicant's Department Chair and the Chair of the Sabbatical Committee, and appropriate School Dean of sabbatical leave(s) granted for the following academic year as soon as possible, but not later than February 28. In any given year, the granting of sabbatical leave is contingent on the financial resources of Georgian Court. Georgian Court normally awards one full-year or two one-semester sabbatical leaves per year.

5. Completed applications for sabbatical leave shall consist of at least the following:
 - a. Applicant's name, rank, department, years of full-time teaching at Georgian Court (including dates), dates and descriptions of accomplishments during prior sabbatical leaves (if applicable), and a current curriculum vita;
 - b. Identification of the specific financial plan to be followed (50% or 100% of regular salary) and the semester or year during which leave is being requested;
 - c. Title of sabbatical project, statement of objectives, justification (benefits to the individual, department, and to Georgian Court) and a timetable;
 - d. A non-technical summary of the project, followed by a technical description including pertinent literature references, if applicable;
 - e. If applicable, a description of the arrangement with the host institution, and a statement of understanding;
 - f. If applicable, a complete accounting of additional sources of funds;
 - g. A statement jointly prepared by the applicant and Department Chair, of the anticipated impact that the absence of the faculty member may have on the Department, including a plan of how the departmental course offerings, and other responsibilities of the faculty member, shall be covered; and

- h. A letter of evaluation of the sabbatical proposal and a letter of recommendation regarding granting of the leave from the Department Chair (or from another faculty member if the applicant is a Chair).
6. During the evaluation of a sabbatical application, the Sabbatical Committee and/or the appropriate School Dean may request personal interviews with the applicant.
7. The Sabbatical Committee, appropriate School Dean, and President shall make recommendations for a sabbatical leave based on five criteria. The two most important criteria are the academic merit of the application relative to its potential to advance the applicant as a scholar and teacher, and the significance of the anticipated result of the project to the Department and to Georgian Court as a whole. Other criteria include: the past contributions of the applicant to Georgian Court; the ability of the Department to accommodate the leave, and the time elapsed since the applicant's last sabbatical.
8. The faculty member requesting a sabbatical leave shall agree to return to Georgian Court and serve for at least one academic year following the termination of the leave.
9. The time covered by the sabbatical leave shall be counted toward the next regular annual increment of the rank of the faculty member.
10. The period of the sabbatical leave shall count toward retirement if the faculty member continues to contribute to the retirement plan. When the faculty member contributes to the retirement plan, Georgian Court shall also make the customary contribution.
11. During the leave, coverage by all insurance plans shall remain in effect.
12. Compensation during a sabbatical leave shall normally be full pay for one-half year, or one-half pay for a full year. Georgian Court reserves the right to negotiate the amount of compensation if the faculty member is the recipient of grants, consulting fees, etc.
13. Within 90 days of returning to Georgian Court following completion of a sabbatical leave, the faculty member shall make a written report of activities during the leave to the appropriate School Dean and to the Chair of the Sabbatical Committee.
14. In any publication or presentation of the project, the faculty member shall indicate that it was done on sabbatical leave from Georgian Court.

4.10.5 Faculty Awards

If awards are to be granted, it is reasonable, whenever applicable, to appraise performance by a uniform set of criteria. Major criterion categories are:

1. Outstanding teaching;
2. Service; and
3. Scholarship.

4.10.6 Summer Research Grants

Faculty Summer Research Grant Application Guidelines may be obtained from the chair of the Academic Research Subcommittee of the Faculty Development Committee.

4.11 Workload of Teaching Faculty

Members of the faculty acting collegially and/or individually as members of their respective departments and under the direction of their respective Department Chair shall perform duties and assignments as listed below.

4.11.1 Faculty Duties

4.11.1.1 Teaching Duties

A normal full-time teaching assignment includes twelve (12) hours per week of actual, formal instruction or the equivalent in field experience. In determining instructional load the following factors are taken into consideration:

1. Class size;
2. Student-teacher contact hours;
3. Number and types of preparations;
4. Individual and course research, internship and externship;
5. Amount of committee or administrative assignments and advisement duties;
6. Field work;
7. Distance learning courses; and
8. Accelerated Learning Courses.

The Department Chair and the appropriate School Dean take into consideration legitimate constrictions of faculty availability caused by advanced study and attempt to arrange schedules accordingly. Full-time teaching faculty shall usually be scheduled to be on campus four (4) days per week. An evening class is normally considered one day. Distance learning courses and field work are counted toward time on campus.

Course overloads shall be limited to two (2) courses per semester. Exceptional circumstances require the approval of the Department Chair, the appropriate School Dean and Provost.

Instructional duties include:

1. Maintenance of professionally competent instruction within the Department;
2. Collegial selection of textbook(s) by faculty, as applicable;
3. Pre-class preparation;
4. Construction and revision of course syllabi;
5. Preparation and correction of examination papers and tests, and other assignments such as proctoring, grading and filing required reports;
6. Submitting final grades to the Registrar and responding to any grade appeals;
7. Supervision of laboratories; and
8. Posting and maintaining definite and adequate office hours for the purpose of counseling students in matters of instruction.

The normal full-time assignment for Librarians and other non-teaching professional personnel holding faculty status is thirty-five (35) hours of actual, formal service weekly during the contractual period.

4.11.1.2 Non-Teaching Duties

The normal non-teaching duties and activities of the full-time faculty shall include:

1. Preparation for each course of an outline sufficiently detailed to provide the student with adequate direction;
2. Participation in modifying and revising departmental curricula;
3. Participation in Georgian Court, School, and Department meetings and activities;
4. Participation in Faculty Assembly Meetings;
5. Service as members of Georgian Court committees by election or appointment;
6. Advisement of students during registration;
7. Collegial preparation of the departmental schedule of classes;
8. Examination of library holdings in one's field and recommendation of purchases;
9. Such activities as research, writing, membership in professional societies, artistic performances, and other means of professional self-improvement (see sections pertaining to evaluation and rank);
10. Attendance at the Fall Convocation held in October and the commencement exercise in May;
11. Recommending academic policy additions and revision to the appropriate School Dean or Academic Standards Committee;
12. Collegial preparation of departmental reports, plans, and budgets to be submitted to the appropriate School Dean on current achievements and the overall state of the department;
13. Submission of an annual report to the Department Chair;
14. Participation in the preparation of material requested for catalogs, advisement manuals, reports and other official Georgian Court publications;
15. Participation in the student evaluation of courses;
16. Notification to the appropriate School Dean of a necessary absence from a Georgian Court meeting and the Chair in case of a necessary absence from a committee or departmental meeting; and
17. Notification to the appropriate Department Chair and School Dean of necessary absences from class and completion of proper forms for absence.

4.11.2 Definition of "Year"

The members of the full-time faculty presently work a nine-month period of instruction but are paid in 12-month installments. If teaching members of the faculty are asked to be on duty for a longer period than is customary with the present nine-month period of instruction, they shall receive additional compensation.

The academic work year shall begin one week prior to the first day of fall semester. Faculty will be available for a faculty development program designed by the Faculty Development Committee in consultation with the Provost and a department meeting. The academic year shall end with commencement or whenever the semester grades are given to the Registrar which ever is later.

If a faculty member is unable to be present one week prior to the first day of class for a specific and urgent reason the faculty member shall request the Provost for an approved absence.

4.11.3 Primary Faculty Responsibility and Conflicts because of Outside Activities

Full-time employment at Georgian Court takes precedence over other work. The primary professional responsibility of a faculty member is to render service to Georgian Court. Consulting and other outside activities of a professional nature are encouraged by Georgian Court if such activities give the faculty member experience and knowledge valuable to professional growth and development. These activities may help the faculty member make worthy contributions to knowledge, or contribute to instructional programs, or otherwise make a positive contribution to Georgian Court or the community.

4.11.3.1 Outside Activities

A full-time contract obligates the faculty member to devote the major portion of his or her energies to fulfilling faculty responsibilities to the University. Faculty members may engage in activities external to Georgian Court for financial remuneration during the period that they are under contract to Georgian Court provided that:

1. the appropriate Department Chairperson, School Dean, and Provost agree in writing each year that the activity will be professionally rewarding and provide a valuable service;
2. there is no professional conflict of interest or conflict of commitment; and
3. the aggregate commitment of time will not exceed the equivalent of one normal work day each week over a semester.

Full-time faculty members with regular academic rank may not accept teaching, scholarly activity or service positions at other institutions of higher education during the period that they are under contract to Georgian Court without specific prior approval in writing from the appropriate Department Chairperson, School Dean and Provost. Delivering occasional lectures or summer teaching elsewhere is not restricted.

If the appropriate Department Chairperson, Program Director or School Dean is concerned about whether a faculty member is meeting the standards of this policy, the Department Chairperson shall discuss this with the faculty member. If a satisfactory resolution cannot be reached, the Department Chairperson shall advise the appropriate School Dean. The School Dean shall meet with the member of faculty to resolve the issue. The final determination rests with the Provost.

4.11.4 Use of Georgian Court Facilities and Services

Georgian Court facilities may be used by faculty members in connection with the following academic or scholarly activities:

1. Writing of scholarly books, monographs and articles;
2. Producing creative composition and performance;
3. Participating in professional organizations, seminars, and colloquia that are relevant to the educational process at Georgian Court and/or to the individual's academic interests;
4. Acting as a reviewer or editor for professional journals or book manuscripts;
5. Presenting occasional lectures or papers at meetings of an outside entity; and
6. Developing technological materials.

While faculty members may utilize Georgian Court facilities and the services of the faculty secretaries or the secretarial staff to assist in the preparation of work such as professional articles, papers, and reviews, this usage must not interfere with work of Georgian Court.

Except for the use of office space assigned to a faculty member and available library services, Georgian Court facilities may be used by faculty members in connection with "outside activities" and "outside professional activities" only after written approval by the Provost. In all cases, the faculty member or the faculty member's outside employer or sponsor will pay the rate established by Georgian Court for the use of the facility, equipment, materials or services.

4.12 Institution Policies Pertaining to Faculty Working Conditions

4.12.1 Political Activity

Faculty members, as citizens, are free to engage in political activities. Any member of the faculty who wishes to engage in direct political activity which will involve a substantial amount of time away from the performance of Georgian Court responsibilities (e.g., holding or running for political office, managing a campaign, directing group action on behalf of a political candidate or issue) is expected to work out a mutual agreement for leave of absence as set forth in paragraph 3.4.2.1 of Volume III of this Policy Manual, with the Provost before undertaking such activity.

The terms of such leave of absence will be set forth in writing and follow established policies and procedures.

4.12.2 Compliance and Enforcement

The applicable School Dean and the Provost shall be available for advance consultation with respect to potential conflicts between a faculty member's primary responsibility and outside activities. Georgian Court expects faculty members to seek advice from these sources. Legal guidance is also available for problems not otherwise resolvable.

If the applicable School Dean is concerned about whether a faculty member is meeting the standards of this policy, the School Dean will discuss this with the faculty member. If a satisfactory resolution cannot be reached, the School Dean will meet with the Provost and the faculty member to resolve the issue. The decision of the Provost is final with regard to such matters.

4.12.3 Academic Regalia

Academic attire is required at commencement and at other formal ceremonies as announced by the President. Georgian Court provides for rental of academic attire.

4.12.4 Plagiarism

Plagiarism is not limited to the academic community, but the taking over of the ideas, methods or written words of another individual, including those of students, without acknowledgment and with the intention that they be taken as the work of the deceiver is not unknown at institutions of higher learning. Plagiarizing the work of another, particularly the work of one's students, is the antithesis of the honest labor that characterizes true scholarship and without which mutual trust and respect among scholars is impossible.

Accordingly, every faculty member should scrupulously recognize all intellectual debts owed, be they in the form of ideas, methods or expressions, by means of an appropriate form of communication and acknowledgment. Any discovery of suspected plagiarism should be reported to the appropriate School Dean who will bring the matter to the attention of the affected parties, the Provost, and, as appropriate, to the community at large – typically through reviews in or communications to relevant scholarly journals.

Scholars must make clear the respective contributions of colleagues on a collaborative project, and professors who have the guidance of students as their responsibility must exercise the greatest care not to appropriate a student's ideas, research, or presentation to the professor's benefit; to do so is to abuse power and trust.

4.12.5 Fair Use Guidelines

See Library section of Georgian Court University Website.

4.12.6 Faculty Guidelines for Software Purchase and Use

1. All software purchases must be pre-approved by the Director of Information Technology. This is necessary to ensure compatibility with the campus network and pre-existing software. This also prevents the inadvertent and unnecessary purchase of software already owned by Georgian Court.
2. The Office of Information Technology will not install any software that is not properly licensed. Any unlicensed software will be removed from laboratory computers when it is found.
3. Software to be installed on the campus network and/or on laboratory computers should be delivered to the Office of Information Technology at least two weeks before the beginning of the semester or the date of its intended use. (This is an absolute minimum.) If the faculty member has a limited number of licenses (e.g. licenses for 5 computers), it is the responsibility of the faculty member to inform the Office of Information Technology of the lab location where the software should be installed.
4. Once department-specific software is installed, it is the responsibility of the faculty member to verify that the software is working correctly before introducing it to students. This includes all aspects of access, functionality, and printing.

5. Should the software require internal administration, e.g., the creation of “class” IDs and passwords, the faculty member will be solely responsible for this process, both initially and throughout the semester.
6. The faculty member will be solely responsible for the orientation of students in the use of the software. This includes the production of any written instructions for the software. The Office of Information Technology, including Student Technology Assistants in the labs, cannot be responsible for assisting students with discipline-specific software.

4.13 Faculty Compensation Policies

4.13.1 Salary Considerations

The salaries of faculty members are determined by the Salary Scale as established and modified by the Board of Trustees every three (3) to five (5) years. The salary to be paid upon initial full-time appointment to the faculty is determined in accordance with rank and prior experience. Salary is determined according to a starting scale reflective of the current fiscal realities of Georgian Court and of institutions of comparable nature, as well as the current cost of living.

The salary accorded the individual faculty member in subsequent contracts reflects annual increments determined for the specified rank, as well as cost-of-living adjustments.

4.13.2 Payroll Period

Full-time and adjunct faculty will be paid pursuant to the calendar that is published at the start of the fiscal year (7/1). The payroll calendar will be reviewed each year by the Finance Office in conjunction with either the EOFA and/or the Salary and Benefits Committee.

4.13.3 Temporary Disability

Georgian Court provides Temporary Disability Benefits (TDB) to eligible employees who are unable to work for an extended period of time because of a qualifying disability due to an injury or illness. All active employees are eligible to participate in the TDB plan subject to all terms and conditions of the agreement between Georgian Court and the insurance carrier.

The plan provides coverage for up to 26 weeks. Disabilities covered by workers’ compensation are excluded from temporary disability benefits.

Whenever feasible, eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. Any Family Medical Leave benefits for which an employee may be eligible will run concurrent with TDB benefits. Contact the Human Resources Benefits Office for more information about temporary disability benefits and to complete the necessary forms.

4.13.4 Vacations and Leaves for Full-Time Librarians

Full-time Librarians on twelve-month contracts receive paid vacation. Vacation maximum of four weeks (20 days) is accrued in the first year and awarded for use in the following fiscal year on July 1. If a full-time twelve-month Librarian works less than twelve months in the first year, accrued vacation will be prorated, i.e., start date of September 1, working nine months, would

accrue 15 days in the first year for use in the following fiscal year. Full-time twelve-month Librarians are eligible for 5 personal and 5 sick days upon hire for the full twelve-month period.³

9 and 10 Month Librarians are eligible for 4 personal and 4 sick days, but no vacation days.

4.14 Grievance Policy

4.14.1 Definition of Grievance

A grievance is defined as an allegation by a faculty member, a group of faculty members, or the Faculty Assembly that one of the following situations has occurred:

1. An alleged breach or misinterpretation of the terms of the agreement embodied in this Volume IV and in Volume I, Subsection 1.6.2 of the Policy Manual; or
2. An alleged violation of Georgian Court policy or procedure as set forth in this Volume IV and in Volume I, Subsection 1.6.2 of the Policy Manual.

4.14.2 Informal Procedures

Upon the occurrence of an allegedly grievable offense, a faculty member may file a written grievance with the Grievance Review Committee. Grievances must be received in writing by a member of the Grievance Review Committee within 21 calendar days of when the grievant first knew or, through the exercise of reasonable diligence, should have known of the occurrence of the event(s) upon which the grievance is based. The calculation of these calendar days should exclude official holidays.

The Grievance Review Committee will consider all written grievances, together with any supporting evidence submitted by a faculty member, a group of faculty members, or the Faculty Assembly. Written grievances should set forth in detail:

1. The alleged wrong;
2. Against whom the grievance is directed;
3. The relief or remedy sought by the grievant; and
4. Any other data deemed pertinent by the grievant.

The Grievance Review Committee will attempt to settle the grievance by informal methods. In the course of doing this, the Grievance Review Committee will collect pertinent documents and will conduct informal discussions among the concerned parties, at all times preserving the confidentiality of the proceedings.

If a faculty member alleges that a decision regarding non-reappointment or denial of promotion was based on inadequate consideration, the Grievance Review Committee will determine whether the decision was the result of adequate consideration in terms of the relevant standards set forth in this Volume IV of the Georgian Court Policy Manual.

Settlements between parties at the level of the Grievance Review Committee shall not constitute legal precedent. Rather, they are only applicable to the current settlement between the parties.

³ Received by e-mail on 7-17-03 from Carol.

The Grievance Review Committee will not substitute its judgment on the merits of the decision for the judgment of the deciding person or persons. If the Grievance Review Committee believes that adequate consideration was not given to the faculty member's qualifications, it may request reconsideration by the deciding person or persons, indicating the respects in which it believes the consideration may have been inadequate.

If the Grievance Review Committee finds that a grievance does not merit a formal hearing, except in cases described in paragraphs 4.14.3.1 or 4.14.3.2, the process shall then end. When the grievant has a right to a formal hearing, as delineated in Paragraph 4.14.3.1, the Grievance Review Committee is required to authorize a formal hearing upon request by the faculty member.

Since the informal consideration of allegations by the Grievance Review Committee is the first step in the grievance process, it cannot be bypassed. However, the grievant may choose to waive a formal hearing before an ad hoc Hearing Committee if one is called for, and proceed to the appeal process set forth in Subsection 4.14.4.

4.14.2.1 Allegations Involving Individual Faculty Members

If the grievant is an individual faculty member and the grievance cannot be resolved by the informal methods of the Grievance Review Committee, the grievant may request formal consideration by an ad hoc Hearing Committee. This Hearing Committee will hear any grievance sent to it by the Grievance Review Committee. Decisions of the Grievance Hearing Committee, however, may be appealed only as set forth in Subsection 4.14.4.

An individual faculty member has a right to a formal grievance when the unresolved grievance involves one of the following:

1. Dismissal of the faculty member;
2. Suspension or reassignment of the faculty member;
3. Layoff of the faculty member;
4. Non-reappointment of the faculty member;
5. Denial of promotion or tenure of the faculty member; or

With regard to the foregoing five items, the grievant may allege only that one of the following situations has occurred:

1. A decision to terminate was based on considerations that violate the faculty member's academic freedom;
2. A decision to terminate was based on considerations that violate the governing policies bearing upon nondiscrimination with respect to race, gender, religion, national origin, marital status, disability or other factors which cannot lawfully form the basis for an employment decision;
3. The faculty member's specific contract provisions were not taken into consideration;
4. Appropriate Georgian Court or committee procedures, as set forth in this Section 4.14 or elsewhere in this Volume IV of this Policy Manual were violated.

4.14.2.2 Allegations Involving More Than One Faculty Member

If the grievant is the Faculty Assembly or a group of faculty members and the grievance cannot be resolved by informal methods, the Grievance Review Committee will present a recommended resolution of the grievance in writing to all parties and to the President of Georgian Court within 14 calendar days after receipt of the grievance. This resolution can be accepted by both parties or rejected by either party. Rejection or acceptance by each party will be communicated in writing to the Grievance Review Committee with a copy to the President of Georgian Court within seven (7) calendar days of receipt of the recommended resolution from the Grievance Review Committee. Any rejection must include the reasons for rejection and, if desired, suggested alternative solutions. If the matter remains unresolved for an additional 14 calendar days following the receipt of a response from each party, either party may request that the grievance proceed to Subsection 4.14.4.

4.14.3 Formal Hearing Procedures

4.14.3.1 Notification by Grievance Review Committee

When a formal hearing is to be conducted, the Grievance Review Committee will provide written notification to the parties involved and to the Provost and the President of Georgian Court.

4.14.3.2 Formation of Ad Hoc Hearing Committee

The Grievance Review Committee will supervise the formation of an ad hoc Hearing Committee to conduct the formal hearing. This Hearing Committee will be formed as follows: the grievant will select one (1) faculty member. The President of Georgian Court or the President's designee will then appoint one (1) faculty member (if the grievant is an individual, these selections shall not be the grievant's Department Chair or School Dean); these two (2) Hearing Committee members thus chosen will select a fifth member who will be the Chair of the Hearing Committee. None of these individuals may be members of the Grievance Review Committee. If within ten days a Chair is not selected, the Executive Committee of the Faculty Assembly shall select a Chair from the tenured faculty.

4.14.3.3 Date, Time and Place of Formal Hearing

The Hearing Committee will set a date, time and place for the formal hearing that is agreeable to all parties concerned. The arrangements should be completed within ten (10) calendar days after receipt of the grievance by the Hearing Committee from the Grievance Review Committee.

The formal hearing will begin no more that ten (10) calendar days after completion of the arrangements, during which time all parties shall prepare evidence and obtain documentary and other information.

4.14.3.4 Due Process in Proceedings

The formal hearing will be conducted in private and the parties will make no public statements about the case during the course of the hearing.

The Chair of the Hearing Committee will conduct all meetings and hearings deemed necessary by the Hearing Committee to resolve the grievance. The grievant may have an academic advisor present only to provide advice to the grievant. Such an advisor may not address the Hearing Committee without the permission of the Chair.

All parties to the grievance will have the right to obtain witnesses and present evidence. If either Georgian Court or the Hearing Committee believes that an independent medical or psychological opinion would be helpful in the deliberations of the Hearing Committee, the faculty member may be required to undergo a medical or psychological examination by an appropriate professional of the requesting party's choice and at the requesting party's expense. If the grievant fails to comply with such a requirement by Georgian Court or the Hearing Committee, the Hearing Committee may dismiss the grievance.

Georgian Court 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 law. 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 fairness requires admission of the witness' statement, the Hearing Committee will identify the witness, disclose their 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.

A documented and demonstrable effort will be made to obtain the most reliable evidence available; however, the Hearing Committee will not be bound by strict rules of legal evidence.

4.14.3.5 Burdens of Proof

In cases involving non-reappointment, denial of promotion or tenure, the burden of proof that adequate cause exists for the grievance, shall be on the grievant, which proof shall be by a preponderance of the evidence.

In any case of dismissal, suspension or layoff, the burden of proof that adequate cause exists for the action shall be on Georgian Court, which proof shall be by a preponderance of the evidence. In cases involving termination, a determination that an academic program is to be discontinued will be considered prima facie valid, providing that the applicable procedures set forth in Section 4.8 in this Volume IV of the Policy Manual have been followed.

4.14.3.6 Record of Hearing

The formal hearing shall be recorded by Georgian Court and made available to the Hearing Committee. The costs of this recording shall be borne by Georgian Court. Copies or transcripts of the recording shall be provided at the expense of the party (ies) requesting it.

4.14.3.7 Recommendations

The recommendation of the Hearing Committee will take the form of findings of fact, conclusions, and recommended disposition of the grievance that must be based solely on the hearing record, and pertinent Georgian Court procedures as set forth in this Section 4.14 or elsewhere in this Volume IV of the Policy Manual, as well as applicable law.

The Hearing Committee will present its recommendation, in writing, to all parties and to the President of Georgian Court within seven calendar days of the conclusion of the formal hearing. This decision, insofar as it consists of a recommended disposition of the grievance, may either be accepted by both parties or rejected by either party. Rejection or acceptance by each party will be communicated in writing to the Hearing Committee, with a copy to the President of Georgian Court, within five calendar days of receipt of the recommendation of the Hearing Committee.

4.14.4 Appeals

The grievant(s) may, within ten (10) calendar days of receipt of the recommendation of the Hearing Committee, or as otherwise provided in this Section 4.14, file a written appeal to the President of Georgian Court, who shall review the record and respond within ten (10) calendar days as to the final disposition of the grievance within Georgian Court. The decision of the President of Georgian Court is final, except as provided in Subsection 4.14.5 below.

4.14.5 President of Georgian Court as Party to Action

If the President of Georgian Court is a direct party to the grievance in the first instance, the grievant(s) may file an appeal, beyond that provided in Subsection 4.14.4 above, within ten (10) calendar days of the receipt of the President of Georgian Court's decision. Such an appeal is filed with the Chair of the Board of Trustees. The Executive Committee of the Board of Trustees will then review the record of the case at its next meeting and will render a final decision on the grievance within ten (10) calendar days of that meeting to all parties. In case of any discussion over Presidential involvement, the Executive Committee of the Board of Trustees shall be the sole judge of such involvement. The decision of the Executive Committee of the Board of Trustees is final.

4.14.6 General Provisions

The filing or pendency of any grievance under the provisions of this Section 4.14 shall not prevent Georgian Court from taking the action complained of, subject, however, to a final decision regarding the grievance.

Failure at any step of this procedure to communicate the decision regarding the grievance within the specified time limits or such additional period of time, as shall be mutually agreed upon in writing, shall permit the grievant to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, or such additional period of time as may be mutually agreed upon in writing, shall be deemed to be acceptance of the decision rendered at that step.

Extensions of time will normally be granted for good reason (e.g., illness) by mutual written agreement of the parties and the approval of the appropriate committee.

4.15 Academic Dishonesty

Georgian Court is a moral community with ethical convictions. Academic integrity is essential to collegial pursuit of truth and knowledge and gives Georgian Court community credibility. The principles of academic integrity demand the commitment of all persons of Georgian Court. Academic dishonesty is viewed at Georgian Court as a serious offense and cannot be tolerated.

Georgian Court expects the highest standards of integrity from its students in the performance of academic assignments.

Dishonesty in work, whether it be in quizzes, laboratory work, term papers, examinations, etc., is regarded as a serious offense and may result in failure in the course and dismissal from Georgian Court. Anyone who willfully assists another in the breach of integrity is held equally responsible and subject to the same penalty.

Academic dishonesty is any act of cheating, fabrication, plagiarism, abuse of resources, forgery of academic documents, dissimulation, or sabotage, and any act of aiding and abetting academic dishonesty. Georgian Court assumes the academic integrity of its students. In cases where academic integrity is in question, the following definitions and policies will apply:

1. Cheating is using or attempting to use unauthorized materials, information or study aids in any academic exercise. Examples of cheating are: copying homework, copying someone else's test, using an unauthorized "cheat sheet," etc.
2. Fabrication is the falsification or invention of any information or citation in any academic exercise such as: making up a source, giving an incorrect citation, misquoting a source, etc.
3. Plagiarism is the representation of the words and ideas of another as one's own in any academic exercise. Plagiarism includes failing to give a citation for using work from another person or source. Modifications and rephrasings do not reduce the requirement for giving a citation. This also applies to information obtained electronically, such as from the Internet.
4. Dissimulation is the disguising or altering one's own actions so as to deceive another about the real nature of one's actions concerning an academic exercise. Examples include: fabricating excuses for such things as missing classes, postponing tests, handing in late papers; turning in a paper for one class that was originally written for another class (when original work is requested), etc.
5. Abuse of resources is the damaging of any resource material or inappropriately limiting access to resource material that is necessary for academic work. Abuse includes: hiding library materials, removing non-circulating material from the library, hiding or stealing another person's textbook, notes or software, failure to return library materials when requested by the library, defacing library materials, etc.
6. Forgery of academic documents is the unauthorized changing or construction of any academic document such as: changing transcripts, changing grade books, changing grades on papers which have been returned, forging signatures, etc. Other examples include: completion of an application for any academic program that omits or falsifies any requested information. Such violations can result in the revocation of the application, even if approval was previously granted on the basis of fabricated information.
7. Sabotage is the damaging or impeding of the academic work of another student. Sabotage includes: ruining another student's lab work, destroying another student's term paper, etc.
8. Aiding and abetting academic dishonesty is knowingly facilitating any act defined above.

4.15.1 Procedures for Dealing with Academic Dishonesty

1. A faculty member who perceives or is informed of academic dishonesty will initiate the process of determining the student's guilt or innocence by first informing the student. If necessary, the faculty member will report the infraction with evidence to the appropriate school dean who, in consultation with the department chair, may proceed to appoint an ad-hoc Academic Integrity Task Force.
2. This ad hoc task force, called by the appropriate school dean, will consist of one faculty member from each school who regularly teaches undergraduate courses, one student from each school and one at-large faculty member who regularly teaches undergraduate courses, selected by the other task force members. The at-large faculty member shall serve as chair of the task force and will vote only if there is a tie.
3. The student will be informed in writing by the ad-hoc task force of the charge and the evidence upon which it is based and will be given the opportunity to present a defense.
4. The chair of the ad-hoc task force will set the time and place of the defense, which should normally occur within three weeks from the date the task force was called.
5. In the defense, the student may be accompanied by one advisor and may call witnesses but no legal counsel since this is an academic matter. Hearings will be tape recorded or transcribed and kept in the office of the school dean. A copy of such material will be available to the student. The student has a right to confront the accuser.
6. If the Task Force on Academic Integrity finds the student guilty, it will recommend an appropriate penalty such as expulsion from the department and/or the school, suspension for variable periods of time; a course grade of "F" or an "F" for the work in question.
7. The task force's conclusion and recommendations will be forwarded to the school dean who, within ten working days, will inform the student, with copies to the department chair, dean of students, and provost.
8. The student may appeal in writing to the provost within ten working days of being informed of the task force's decision. The provost's decision is final.

4.15.2 Grade Appeals

A student wishing to file an appeal about a final grade or a grade received for a particular piece of work in a course should follow this procedure.

1. For a grade received for a particular piece of work in a course:
 - a. The student must first attempt to resolve the matter through discussion with the faculty member who assigned it within ten working days of receiving the grade.
 - b. If the issue cannot satisfactorily be resolved between student and faculty member within ten working days after the student has conferred with the faculty member, the student may specify in writing the basis for the grade appeal and request a review by the appropriate department chairperson. This written appeal should reach the department chairperson no later than ten working days after the student has conferred with the faculty member. The department chairperson shall attempt to resolve the issue between the student and the faculty member, in consultation with the faculty members in the discipline. Written notification of the

determination by the department chairperson shall be sent to the student within ten working days of the receipt of the appeal. The department chairperson's decision is final.

2. For a final grade:
 - a. The student must first attempt to resolve the matter through discussion with the faculty member who assigned it within the first ten working days of the next semester. If the faculty member receives from the student convincing evidence that the original grade is inaccurate, the faculty member shall correct the grade. If an inaccurate final grade has been given, the faculty member shall submit a "Change of Grade" form to the Office of the Registrar.
 - b. If the issue cannot satisfactorily be resolved between the student and faculty member within ten working days after the student has conferred with the faculty member, the student may specify in writing the basis for the grade appeal and request a review by the appropriate department chairperson. This written appeal should reach the department chairperson no later than ten working days after the student has conferred with the faculty member. The department chairperson shall attempt to resolve the issue between the student and the faculty member.
 - c. If the issue cannot be resolved satisfactorily within ten working days, the student may then submit the appeal in writing to the dean of the school of the particular discipline, who will then attempt to resolve the issue between the student and the faculty member.
 - d. If the issue is still unsatisfactorily resolved within ten working days, the student may submit the appeal in writing to the provost, who shall attempt to resolve the issue in consultation with the student, faculty member, department chairperson and the dean of the school. If an agreement is not reached in this consultation, the provost shall have the final authority to resolve the appeal. Written notification of the determination by the provost shall be sent to the student within ten working days of the receipt of the appeal. The provost's decision is final. Copies of the decision shall be provided to the student, faculty member, dean of the school, department chairperson and registrar within ten working days of the receipt of the appeal. If the faculty member believes that his/her academic freedom has been compromised by the provost's decision, the faculty member may appeal the decision in accordance with the grievance procedure and timelines set forth in this faculty personnel policies volume.

4.15.2.1 Notification Procedure

1. A student may, after conferring with the faculty member and Chair, submit a written appeal to the Dean of the School of the particular discipline about a grade for work completed while the course is in progress no later than two (2) weeks after the notification of the grade is given by the faculty member.
2. With regard to a final grade for a course, after conferring with the faculty member, a student may submit a written appeal to the Dean of the School of the particular discipline within two (2) weeks of the beginning of the following semester.

3. If the matter is appealed to the Provost, written notification of the determination by the Provost shall be sent to the student within ten working days of the receipt of the appeal. Except as otherwise set forth above in this Section 4.15, this is the final step in the appeal process.

4.16 Revision of Volume IV and of Volume I, Subsections 1.6.2 and 1.7.5

While the adoption of policy and its changes is ultimately the prerogative of the Board of Trustees, members from all segments of Georgian Court community enjoy the privilege and responsibility of contributing to the formulation and alteration of Georgian Court's policy statements. Since the faculty is the group most accountable for upholding the academic standards and implementing the Mission of Georgian Court, it is imperative that the Volume IV Policy Manual be kept up to date. In order to facilitate the revision process, the following guidelines should be observed.

4.16.1 Additions/Revisions Originating from a Committee

1. The proposed revision(s), addition(s), or deletion(s) should be approved by the originating faculty committee.
2. The proposed change should be worded as the committee wishes it to appear in Volume IV of the Policy Manual, or Volume I, Subsection 1.6.2 or 1.7.5.
3. The proposed change should be sent to the Chair of the Faculty Assembly and to the Chair of the Policy Manual Subcommittee. A brief explanation of the reason(s) for the change should accompany the proposal. Non-substantive changes (e.g., grammatical or stylistic changes) may be approved by unanimous vote of the Executive Committee of the Faculty Assembly. An announcement of the changes will be made at the next meeting of the Faculty Assembly, and the proposal is then brought forward for administrative approval as described in section 4.16.3. Substantive changes and proposed changes that do not secure the unanimous approval of the Executive Committee must be brought to the Faculty Assembly for discussion and vote, as described below.
4. The Chair of the Faculty Assembly should be notified that a proposed revision is in the offing so that time may be allotted for consideration of the proposal at the next Faculty Assembly meeting.
5. A member of the originating committee should then bring the proposal before the Faculty Assembly.
6. If the proposal is brought before the full Faculty Assembly, a faculty member may, after an appropriate period of discussion, make a motion for any of the following:
 - a. That a vote be taken, according to the rules pertaining to that section of the Policy Manual, to approve the revision as presented or with modification(s); or
 - b. That the Chair of the Faculty Assembly arrange for up to two (2) discussion sessions:
 - i. The necessary proceedings will be arranged by the Chair of the Faculty Assembly; and
 - ii. On the basis of the faculty members' suggestions, the originating committee may then rework and/or reword the proposal and resubmit it for

consideration by the full Faculty Assembly. If approved, the Executive Committee of the Faculty Assembly will deliver the proposed revision(s) to the Provost for consideration by Senior Administration.

7. In the event that a vote is taken and the revision is voted down, the originating committee may rework and/or reword the proposal and resubmit it for consideration by the full Faculty Assembly.

4.16.2 Additions/Revisions Submitted by Individual Faculty Members to the Faculty Assembly

1. The faculty member should give the Chair of the Faculty Assembly and the Chair of the Policy Manual Subcommittee a copy of the proposed revision(s) to this Policy Manual, along with a brief written explanation of the rationale for the change.
2. The faculty member shall follow the steps stated above beginning with 4.16.1(2). The originating faculty member shall bring forth the proposal in lieu of the member of the originating committee in these steps.
3. If the submitter does not agree to Committee alterations or amendments, the Committee may object to the proposal and attach its objection(s) or amendment(s) before sending it to the Chair of the Faculty Assembly.
4. The Faculty Assembly shall accept or reject the amendment(s) by a simple majority vote. The Faculty Assembly may modify the proposal and accept the modification, or may return the proposal to the Executive Committee for further work.

4.16.3 Administrative Approval

After the Faculty Assembly has endorsed a change in this Volume IV of the Policy Manual, or Volume I, Subsection 1.6.2 of 1.7.5, it shall submit the recommended change to the Provost and President of Georgian Court.

At the discretion of the President, the President may approve the changes. If the President considers it necessary, the President shall present the proposed change(s) to the Board of Trustees for consideration.

If the President or the Provost disagrees with the proposed change(s), the President, citing reasons for the disagreements, shall meet with the Executive Committee of the Faculty Assembly, along with the Chair of the Policy Manual Subcommittee and the Chair of the originating committee or the originating faculty member, to discuss the next steps. These steps may include further study, modification, or resubmission of the proposal.

4.16.4 Board of Trustees Approval

1. Before definitive action on Policy Manual revision proposals, the Board of Trustees may commission a subcommittee of its members to meet with the Provost and the President of Georgian Court, the Chair of the Policy Manual Subcommittee, and the Executive Committee of the Faculty Assembly to discuss final adjustments in the revised texts.
2. The Board of Trustees shall either approve or reject the proposed revision.

3. The Board of Trustees shall retain the right, in the best interest of Georgian Court and in their fiduciary capacity, to alter the provisions of this Volume IV of the Policy Manual after following the procedures in this Section 4.16.

4.16.5 Emergency Procedure

When the Provost and the President of Georgian Court, after consultation with the Executive Committee of the Faculty Assembly, determines that, in the best interests of Georgian Court, a modification of any part of Volume IV and Volume I, Subsection 1.6.2 or 1.7.5 of the Policy Manual is necessary, the President of Georgian Court may petition the Chair of the Board of Trustees for review of a specific change to the Policy Manual at the next Board or Executive Committee meeting. The Board of Trustees may accept or reject such a petition. The President shall communicate the decision of the Board of Trustees to the Executive Committee of the Faculty Assembly and to the Chair of the Policy Manual Subcommittee.

If any provision of Volume IV of the Policy Manual is in conflict with federal, or local law or ordinance or is otherwise illegal, invalid or unenforceable to any extent, the remainder of Volume IV of the Policy Manual and the application of the provision in question to persons or circumstances other than those to which the provision is improper, shall not be affected. In addition, the Board of Trustees shall act to bring Georgian Court into compliance with such law, ordinance, or invalidity, and the Policy Manual will be amended as soon as possible.

4.16.6 General Rules of Implementation

1. All new members of the faculty shall receive a copy of or electronic access to the Policy Manual at the time of their initial appointment as a new faculty member. Such copy/access must contain Volume IV and Volume I, Subsection 1.6.2 in the form that will apply during the offered contract term. Continuing members of the faculty will receive copies of or electronic access to any approved amendments with their annual reappointments during the spring semester.
2. Proposed amendments to any part of this Volume IV or Volume I, Subsection 1.6.2 or 1.7.5 of the Policy Manual under consideration by the President and/or the Board of Trustees, shall have no status, not even a promissory one, until final action by the President and/or the Board of Trustees has been taken.
3. A current copy of the Policy Manual, with current revisions, shall be available on the Georgian Court website. Copies of all previous revisions will be electronically archived and accessible to all faculty members, together with the text of revisions.
4. When a change to the Policy Manual has been approved by the President, as specified in Section 4.16.3, or by the Board of Trustees, as specified in Section 4.16.4 or 4.16.5, the approving body shall notify the Chair of the Policy Manual Subcommittee and the person entrusted with the physical custody of the Policy Manual that the change is approved. The person entrusted with the physical custody of the Policy Manual shall inform the Chair of the Policy Manual Subcommittee when any change has been made to Volume IV or to Volume I, Subsection 1.6.2 or 1.7.5. The Chair of the Policy Manual Subcommittee shall ensure that the changes have been made correctly.

4.17 Distance Education (DE) Policies

- 1. Distance Education.** Distance education refers to technology-mediated instructional delivery in which the teaching faculty and the students enrolled in a course section are not in the same place during the instructional period. Distance education may be synchronous or asynchronous. A course section is in a **hybrid** format if at least two, but not more than half, of the course's class meetings are replaced by distance education classes. A course section is **online** if all of the classes are provided via a technology-based instructional delivery system. Other examples of distance education include: course sections taught by synchronous teleconference or using a collaborative platform (e.g., Collaborate), or as a voice over IP webinar. In contrast, a course section that provides robust resources, document transfer and storage, and communication capabilities to a face-to-face course is not considered a distance education section.
- 2. Curriculum integrity.** All sections of a GCU course are to be of comparable academic rigor and consistent with the course's established curriculum content, course goals, anticipated student engagement per credit earned (including time anticipated for preparation, class interaction period, and assignments), and student performance assessment, including sections that are hybrid or provided completely via distance education.
- 3. Instructional integrity.** All distance education course sections shall be comparable with traditional course sections with respect to expectations for student attendance; student engagement, effort, and participation; faculty interaction with students; faculty responsiveness to student questions and course-related needs.
- 4. Hiring of Outside Consultants.** Decisions to hire outside consultants or agencies to develop online course materials shall be the purview of the Provost in consultation with the relevant school dean and faculty. University faculty have right of first refusal in developing online material.
- 5. Program and Other Policies in DE Courses.** All standing GCU, school, and program policies regarding registration, pre-requisites, withdrawal, attendance, examinations, grades, etc. shall apply to DE sections of a course, unless otherwise approved and published prior to the start of the DE course.
- 6. Courses and Credit.** A course section taught using any form of distance education will be treated in the same way as a traditional course section for the purpose of calculating faculty teaching load and overload. No more than one-half of a faculty's teaching load in any academic semester or term may be taught in distance education format without mutual agreement between the faculty member and the faculty member's dean. Distance education teaching does not eliminate or reduce a faculty member's obligation for on-campus availability for participation in program, department, school or university meetings or service.
- 7. Faculty Training.** GCU has adopted a course management system (CMS) for faculty use to support both traditional and distance education course instruction. GCU shall provide training and technical assistance to faculty members in the use of this CMS to support teaching and learning, integrate information communication technology in all educational programs, and provide a consistent platform for hybrid, online and other distance education experiences for faculty and students. All GCU faculty, full-time and part-time, shall successfully complete an approved training program at a basic level as a condition

for access to CMS course shells for traditional and/or distance education course sections. GCU will maintain the hardware and software required for its DE program offerings and may at its discretion upgrade and/or change the hardware/software. In such cases, GCU may require faculty to be re-trained and re-qualify to teach a distance education course section.

- 8. Evaluation of Effectiveness.** Protocols for end-of-course evaluation of the effectiveness of distance education course sections and the effectiveness of instruction in those sections shall be the same or comparable to those used to evaluate the effectiveness of traditional face-to-face sections and instruction. Access to a faculty member's distance education section materials shall be afforded to the dean, chair, program director, and designated member(s) of appropriate personnel committees (reappointment, third-year review, tenure, and promotion) as part of GCU's continuing rights and obligation to evaluate the effectiveness of faculty teaching. The faculty member will be notified within 24 hours by the person who has accessed their course each time one of the faculty member's courses has been viewed. GCU reserves the right to disqualify a faculty member for distance education teaching for failure to comply with its policies and/or guidelines for DE or on the basis of evaluations and/or outcomes.
- 9. Student Training and Support.** GCU shall provide technical training and support to students for distance education, including basic training/information regarding IDs, logon protocols, off-campus access, site components and navigation, and troubleshooting hardware/software issues. Faculty teaching a DE course section shall provide students with an orientation to their course materials and procedures, including resource locations, preferred/required methods for communication, access to class materials, and other elements customized by the faculty member or specific to the course.
- 10. Third Party Rights.** Faculty shall take all reasonably necessary actions to assure their reference or use of third-party owned images, copyrighted materials, and trademarked or patented materials complies with applicable law. Faculty shall display the following notice prominently on all distance education course materials: **"The materials distributed in connection with this course are only for the use of students enrolled in this course for purposes associated with this course and may not be retained or further disseminated."** Any questions on this should be directed to the Librarians.
- 11. Records and Archives.** GCU shall gather and maintain data on distance education courses, and periodically review and analyze these data as part of its general academic assessment procedures. These data will be used to establish and revise policies, monitor compliance with institutional, state, national and professional standards, and to support GCU's continuous quality improvement initiatives.

Faculty who teach DE course sections shall archive their course materials, including but not limited to rosters, attendance records, grades, performance assessments and course outlines at the end of each academic term including summer and winter sessions.

4.18 New Program Approval/Program Closure Guidelines

Ultimate responsibility for Georgian Court's curriculum lies with its Board of Trustees. However, changes to the curriculum are typically enacted upon recommendation of the President. In order for the President to make an informed recommendation, the faculty voice must be carefully considered. Indeed, Volume 1 of Georgian Court's institutional policy manual

is clear that the faculty must consider and vote in a deliberative manner on the addition or deletion of specific programs or fields of study. In order to do so, faculty, staff and administrators must have a shared understanding of the criteria by which programs should be judged.

4.18.1 Program Approval

All new programs should follow the department, school and university program approval processes. If a relevant department or school does not exist, then the approval must always, at a minimum, undergo the university process.

In order for a program to be submitted by the Provost to the President for trustee approval, its authors must assure that the program has the following attributes:

1. It is consistent with the mission and plans of the university;
2. There is evidence of market demand for the program. The program will attract new students to the university. There may be times when it is appropriate to develop a program to serve current students better. However, in most cases, a new program proposal should be for programs that are likely to draw new students to the university. The proposer should show that the program does not overlap significantly with existing programs or stand to displace courses or content already being offered without having consulted faculty who teach in the relevant area(s).
3. The program as proposed has a viable academic curriculum that could reasonably be offered at Georgian Court and could be completed in a reasonable timeframe (typically four years for an undergraduate program);
4. The program revenue is reasonably expected to outpace the cost of the program;
5. The university has (or is willing to acquire) the faculty, equipment, library, and facility resources to assure program viability;
6. The program is viable from a regulatory/accreditation standpoint;
7. The program has clear assessment procedures and benchmarks that indicate long-term viability.

A proposal for a new program must, at a minimum, address the following key components:

4.18.2 Mission/Plan Consistency

The proposer must explain how the program fits within the mission of the university and the plan for the school and/or department.

4.18.3 Market Demand

The proposal must include an analysis of the market for the program. Where applicable, this section should include labor statistics data that suggest a strong job market for graduates. For undergraduate programs, it should also include statistics about the desires of current high school students. For graduate programs, other market data would be appropriate. It is important that any proposed program attract new students to the university. Therefore, the proposer must provide

data that strongly suggest that the program has the potential to bring in new students, not simply to shift existing students from existing majors.

4.18.4 Curriculum

The proposal should include a curriculum outlining the courses that Georgian Court currently offers that will support the program as well as new courses. The proposal must include a recommended course sequence that shows that a typical student can complete the program in a timely fashion. At the undergraduate level, if there are obstacles for a transfer student to complete in two years (assuming an associate degree), these obstacles should be clearly explained and, where possible, addressed. A detailed plan for all required outcomes assessments must accompany all proposals.

4.18.5 Accreditation

The program proposal must explore and explain all accreditation and/or state or national regulatory implications. This may include any potential membership, staffing, or visit costs.

4.18.6 Resources

The proposal must include a realistic assessment of the resources necessary for success. These resources could include faculty lines, equipment, library resources, or space. In addition, if it is necessary (not just desirable) to offer discipline-specific scholarships in order to attract qualified students, this must be noted. This section must take into account the current stresses on resources. For example, a new program proposal in the laboratory sciences could accurately state that the current labs provide all of the necessary equipment and space for a viable program. However, if current programs occupy the labs to the extent that current labs are adequate, but are not available, then the new program would require an additional lab. Readers of the proposal are expected to be exacting as they read this section of a proposal, so the authors of the proposal should take special care to account for all potential costs.

It is important to note that a new program could bring new efficiencies. For example, a department may currently have a justifiable need for a new faculty line. If a proposal calls for a new faculty member with a disciplinary subspecialty, that faculty member could spend part of his/her load addressing other departmental needs while also serving the new program. Considerations such as this are important and should be underscored.

4.18.7 Revenue

The proposal must include a realistic revenue model that reasonably estimates the revenue that will be generated by the program. Proposers should consult with the Dean of Admissions to help generate the revenue model. A program that would attract typical Georgian Court students would, for example, assume an average discount rate of 40-45 percent. However, a program whose student population would likely contain higher achieving students (a new honors-only program, for example) would have to assume a much higher discount rate.

4.18.8 Institutional Resolve

It is impossible for a proposer to be assured of institutional resolve for a program at the initial proposal stage. Indeed, the proposal process is designed to gather data that will inform the viability of such resolve. Still, the proposal process should not take place in a vacuum. The proposer should consult with relevant areas of campus such as admissions, the department leadership, and the school leadership to gauge the interest and energy that would surround the proposal. Those conversations should be documented and summarized so that the readers of the proposal can understand the viability of marshaling the proper resources for success. The response to this document by senior administration should include an indication of the resources that the university is willing to put behind the program.

4.18.9 Assessment of Viability

Before a new program is established there must be agreed-upon measures for viability. For example, a program proposal might state that after four years there will ideally be 100 majors. While 100 majors might be a goal, perhaps 80 students would indicate viability. Therefore, along with enrollment targets, a proposal should clearly indicate a threshold under which a program would be considered not viable. The proposal should include a realistic timeframe within which to gauge viability.

The Preliminary Program Query Form addresses these key issues. Contact the Office of the Provost for the most up-to-date version of this document.

4.18.10 Program Closure

Items that will be taken into account when considering program closure include the following:

1. The program's level of conformity with the mission, goals and character of the university. Universities and programs both change over time. A program that might seem in concert with the university's mission today may not seem so a decade from now. In cases where a program is no longer deemed to advance the university's mission and/or goals, closure could be considered.
2. Economic viability of the program, including the level of demand. The needs of the market change. We must act in accordance with the needs of our students and potential students. We must also take into account the changing costs of delivery.
3. Degree to which services are being provided as efficiently as possible. If, for example, two departments were to offer similar programs, then we could consider closing one or merging the two.
4. Level of ability to attract qualified personnel to staff the program.
5. Inability to meet external accreditation requirements. This includes low performing or poorly assessed programs that jeopardize institutional accreditation.
6. Inability or unwillingness to address issues that emerge for the university's program review process.
7. Impact of closure on long-time employees.
8. Ramifications for external constituents of program closure.

9. Impact of closure on the stature of the university.

Program closure can be initiated by faculty or administration. All proposals for closure should clearly state the reasons for closure. Curriculum committees at the school and university level shall be consulted before any academic program is closed. A formal proposal for closure shall follow meaningful dialogue between administrators and all full-time faculty in the department, and any other relevant faculty. In this dialogue, concerns are to be explained and, where possible, remediation of those concerns is to be attempted. Proposals for closure shall outline the steps taken to avoid closure. Typically, the recommendation comes from the Provost to the President. The final decision to close programs rests with the President or, where applicable, the Board of Trustees.

In cases where the Faculty Assembly or its designated committee disagrees with the decision of the Provost or President, it may submit a dissenting document. In cases where the assembly or its designated committee agrees with the decision, this information will be conveyed with the closure document.

All closure proposals are expected to allow ample time for thoughtful responses from stakeholders. Therefore, it is expected that such proposals shall be referred to the faculty during a regular academic session, and the Faculty Assembly shall be afforded three regularly scheduled meetings of the Faculty Assembly to respond to the administration before a final decision is rendered.

Appendix 4.2.5.1: Forms of Contracts

LIBRARIAN 9 MONTH CONTRACT

It is agreed between GEORGIAN COURT UNIVERSITY, a community that embraces the core values of the Sisters of Mercy of respect, integrity, justice, compassion, and service, hereinafter called “University,” in the Township of Lakewood, County of Ocean, State of New Jersey, and «FName» «Lname», residing at «Address», «City», «State» «Zip» that

The University will employ «FName» «Lname» as «Title» in accordance with the following terms and conditions:

1. «FName» «Lname» agrees to perform services as «Title» for the «Contract_Duration». Said services consist of performing the duties of a Librarian, as determined by the Director of Library Services and the Chief Academic Officer of the University during the Fall and Spring Semesters and other activities that the University may assign as provided in the Faculty Handbook. The academic year begins the first teaching day of classes on «First Day of Classes» and ends with Spring Commencement or the last day grades are due, whichever is later. Librarians with faculty rank are obligated to attend one day of meetings scheduled by the Provost during the week before fall classes begin;

2. In consideration of the aforementioned services rendered by «FName» «Lname», the University will pay a salary of «Salary» in twelve equal installments, the first of which will be paid on or about «M_1st_pmt_date» and each month thereafter for 11 months. The University will also provide «FName» «Lname» its standard benefits package, subject to the terms of any applicable benefits plans;

4. The consideration specified in paragraph 2 constitutes the total consideration under this Contract, and «FName» «Lname» shall not be entitled to any other payments or benefits. In the event «FName» «Lname» perform additional teaching duties outside of the normal schedule during fall, winter, spring or summer sessions during the «Year-Year» academic year, the University will provide additional remuneration for those services;

5. «FName» «Lname» agrees to faithfully and properly perform the duties assigned to this position, to support and uphold the Mercy core values, mission of the University, and its Catholic

identity, and will faithfully observe and enforce the University policies prescribed for the governance of the University. «FName» «Lname» further agrees that the University may terminate this contract, prior to its expiration date, if it is determined that «FName» «Lname» has not faithfully performed the duties of «Title» or has failed to abide by current University policies and provisions in the Faculty Handbook;

5. Except where the University has earlier terminated this Contract pursuant to paragraph 4, or where «FName» «Lname» has earlier terminated the Contract through resignation, this Contract shall terminate on «Contract_Term_Date»;

6. Upon the termination of this Contract at its end, the salary and benefits provided under paragraph 2 will continue until the payment schedule outlined in paragraph 2 is satisfied; should the contract be terminated before its end, salary and benefits will be prorated for time worked, and «FName» «Lname» shall not be entitled to any other payments or benefits; and

7. This Contract and the documents referenced herein constitute the entire agreement between the parties, and this Contract may only be modified in writing signed by both parties. This Contract shall be governed by the laws of the State of New Jersey.

8. This Contract shall not become effective and/or enforceable until it has been signed by «FName» «Lname» and signed by the President of the University or designee.

FOR GEORGIAN COURT UNIVERSITY

By: _____

Date: _____

Rosemary E. Jeffries, RSM, Ph.D.

PRESIDENT

Date: _____

«Full_Name_»

PLEASE SIGN, DATE AND RETURN CONTRACT TO THE OFFICE OF HUMAN RESOURCES.

PLEASE RETAIN A COPY FOR YOUR RECORDS.

PLEASE NOTE: If your address above is incorrect, please notify the Office of Human Resources.

LIBRARIAN 12 MONTH CONTRACT

It is agreed between GEORGIAN COURT UNIVERSITY, a community that embraces the core values of the Sisters of Mercy of respect, integrity, justice, compassion, and service, hereinafter called “University,” in the Township of Lakewood, County of Ocean, State of New Jersey, and «FName» «Lname», residing at «Address», «City», «State» «Zip» that

The University will employ «FName» «Lname» as «Title» in accordance with the following terms and conditions:

1. «FName» «Lname» agrees to perform services as «Title» from «Datestart» to «Dateterm». Librarians with faculty rank are obligated to attend one day of meetings scheduled by the Provost during the week before the fall classes begin. Said services consist of performing the duties of a Librarian, as determined by the Director of Library Services and the Chief Academic Officer of the University during the fiscal year and other activities that the University may assign as provided in the Faculty Handbook.

2. In consideration of the aforementioned services rendered by «FName» «Lname», the University will pay a salary of «Salary» in twelve equal installments, the first of which will be paid on or about «M_1st_pmt_date» and each month thereafter for 11 months. The University will also provide «FName» «Lname» its standard benefits package, subject to the terms of any applicable benefits plans;

3. The consideration specified in paragraph 2 constitutes the total consideration under this Contract, and «FName» «Lname» shall not be entitled to any other payments or benefits. In the event «FName» «Lname» perform additional teaching duties outside of the normal schedule during fall, winter, spring or summer sessions during the «Year-Year» academic year, the University will provide additional remuneration for those services;

6. «FName» «Lname» agrees to faithfully and properly perform the duties assigned to this position, to support and uphold the Mercy core values, mission of the University, and its Catholic identity, and will faithfully observe and enforce the University policies prescribed for the governance of the University. «FName» «Lname» further agrees that the University may terminate this contract, prior

to its expiration date, if it is determined that «FName» «LName» has not faithfully performed the duties of «Title» or has failed to abide by current University policies and provisions in the Faculty Handbook;

5. Except where the University has earlier terminated this Contract pursuant to paragraph 4, or where «FName» «LName» has earlier terminated the Contract through resignation, this Contract shall terminate on «Contract Term Date»;

6. Upon the termination of this Contract at its end, the salary and benefits provided under paragraph 2 will continue until the payment schedule outlined in paragraph 2 is satisfied; should the contract be terminated before its end, salary and benefits will be prorated for time worked, and «FName» «LName» shall not be entitled to any other payments or benefits; and

7. This Contract and the documents referenced herein constitute the entire agreement between the parties, and this Contract may only be modified in writing signed by both parties. This Contract shall be governed by the laws of the State of New Jersey.

8. This Contract shall not become effective and/or enforceable until it has been signed by «FName» «LName» and signed by the President of the University or designee.

FOR GEORGIAN COURT UNIVERSITY

By: _____

Date: _____

Rosemary E. Jeffries, RSM, Ph.D.

PRESIDENT

Date: _____

«FName» «LName», «Suffix»

PLEASE SIGN, DATE AND RETURN CONTRACT TO THE OFFICE OF HUMAN RESOURCES.

PLEASE RETAIN A COPY FOR YOUR RECORDS.

PLEASE NOTE: If your address above is incorrect, please notify the Office of Human Resources.

FACULTY CONTRACT

It is agreed between GEORGIAN COURT UNIVERSITY, a community that embraces the core values of the Sisters of Mercy of respect, integrity, justice, compassion and service, hereinafter called "University," in the Township of Lakewood, County of Ocean, State of New Jersey, and «FName» «Lname», residing at «Address», «City», «State» «Zip» that

The University will employ «FName» «Lname» as «Title» in accordance with the following terms and conditions:

1. «FName» «Lname» agrees to perform services as «Title» for the «Year-Year» academic year. Said services consist of teaching a full and normal course load, as determined by the Chief Academic Officer of the University during the Fall and Spring Semesters and other activities that the University may assign as provided in the Faculty Handbook. The academic year begins the first teaching day of classes on «First Day of Classes» and ends with Spring Commencement or the last day grades are due, whichever is later. Faculty members are obligated to attend one day of meetings scheduled by the Provost during the week before fall classes begin;

2. In consideration of the aforementioned services rendered by «FName» «Lname», the University will pay a salary of «Salary_» in twelve equal installments, the first of which will be paid on or about «Date_1st_Pmt_» and each month thereafter for 11 months. The University will also provide «FName» «Lname» its standard benefits package, subject to the terms of any applicable benefits plans;

3. The consideration specified in paragraph 2 constitutes the total consideration under this Contract, and «FName» «Lname» shall not be entitled to any other payments or benefits. In the event «FName» «Lname» performs additional teaching duties during fall, winter, spring or summer sessions during the «Year-Year» academic year, the University will provide additional remuneration for those services;

4. «FName» «Lname» agrees to faithfully and properly perform the duties assigned to this position, to support and uphold the Mercy core values, mission of the University, and its Catholic identity and will faithfully observe and enforce the University policies prescribed for the governance of the University. «FName» «Lname» further agrees that the University may terminate this contract,

prior to its expiration date as specified in the Faculty Handbook, if it is determined that «FName» «LName» has not faithfully performed the duties of «Title» or has failed to abide by current University policies and provisions in the Faculty Handbook;

5. Except where the University has earlier terminated this Contract pursuant to paragraph 4, or where «FName» «LName» has earlier terminated the Contract through resignation, this Contract shall terminate on «Last Day of Classes»;

6. Upon the termination of this Contract at its end, the salary and benefits provided under paragraph 2 will continue until the payment schedule outlined in paragraph 2 is satisfied; should the contract be terminated before its end, salary and benefits will be prorated for time worked, and «FName» «LName» shall not be entitled to any other payments or benefits; and

7. This Contract and the documents referenced herein constitute the entire agreement between the parties, and this Contract may only be modified in writing signed by both parties. This Contract shall be governed by the laws of the State of New Jersey.

8. This Contract shall not become effective and/or enforceable until it has been signed by «FName» «LName» and signed by the President of the University or designee.

«Comments»

FOR GEORGIAN COURT UNIVERSITY

By: _____

Date: _____

Rosemary E. Jeffries, RSM, Ph.D.

PRESIDENT

Date: _____

«Full_Name__Title»

**PLEASE SIGN, DATE AND RETURN CONTRACT TO THE OFFICE OF HUMAN
RESOURCES.**

PLEASE RETAIN A COPY FOR YOUR RECORDS.

PLEASE NOTE: If your address above is incorrect, please notify the Office of Human Resources.

GCU at WOODBRIDGE ADJUNCT FACULTY CONTRACT

It is agreed between GEORGIAN COURT UNIVERSITY, a community that embraces the core values of the Sisters of Mercy of respect, integrity, justice, compassion, and service, hereinafter called “University”, in the Township of Lakewood, County of Ocean, State of New Jersey, and «Fname» «Lname», residing at «Address», «City», «State» «Zip» that

The University will employ «Fname» «Lname» as Adjunct Lecturer in «Department» for GCU at Woodbridge in accordance with the following terms and conditions:

1. «Fname» «Lname» agrees to perform services as Adjunct Lecturer in «Department» for GCU at Woodbridge «Session» Session beginning «Class_Start_Date» and ending «Class_End_Date». Said services consist of teaching a «Ughrs» credit load, provided there is sufficient enrollment for the class to be offered and also provided that full time faculty’s courses have sufficient enrollment, attending additional training seminars as called for, and turning in grades to the Registrar by the due date.

2. In consideration of the aforementioned services rendered by «Fname» «Lname», the University will pay a salary of «Total Salary» in «M_of_Install» equal installment on or about «Pmt_Date»;

3. The consideration specified in paragraph 2 constitutes the total consideration under this Contract, and «Fname» «Lname» shall not be entitled to any other payments or benefits;

4. «Fname» «Lname» agrees to faithfully and properly perform the duties assigned to this adjunct faculty position, to support and uphold the Mercy core values, mission of the University, and its Catholic identity, and will faithfully observe and enforce the University policies prescribed for the governance of the University. «Fname» «Lname» further agrees that the University may terminate this contract prior to its expiration date, if it is determined that «Fname» «Lname» has not faithfully performed the duties of Adjunct Lecturer in «Department» for GCU at Woodbridge; has failed to abide by current University policies and provisions in the Faculty Handbook; or for any of the following grounds: moral turpitude, insubordination, illegal conduct or medical incapacity;

5. Except where the University has earlier terminated this Contract pursuant to paragraph 4, or where «Fname» «Lname» has earlier terminated the Contract through resignation, this Contract shall terminate on «Class_End_Date»;

6. Upon the termination of this Contract, the salary will cease, and «Fname» «Lname» shall not be entitled to any other payments; and

7. This Contract and the documents referenced herein constitute the entire agreement between the parties, and this Contract may only be modified in writing signed by both parties. This Contract shall be governed by the laws of the State of New Jersey.

8. This Contract shall not become effective and/or enforceable until it has been signed by «Fname» «Lname» and signed by the President of the University or the Provost as designee.

«Comment»

FOR GEORGIAN COURT UNIVERSITY

By: _____ Date: _____

Evelyn Saul Quinn, M.Ed., M.S.W.
PROVOST

_____ Date: _____

«Full_Name»

PLEASE SIGN, DATE AND RETURN CONTRACT TO THE OFFICE OF HUMAN RESOURCES.
PLEASE RETAIN A COPY FOR YOUR RECORDS.

PLEASE NOTE: If your address above is incorrect, please notify the Office of Human Resources.

NOTE FROM THE PROVOST:

To complete University files and to meet the Middle States Accreditation requirements, we need to have an official transcript on file for all faculty members. For faculty members who have not completed this requirement to date, please have an **official transcript of your highest degree sent to Evelyn Saul Quinn, M.Ed., M.S.W., Provost, Georgian Court University, 900 Lakewood Avenue, Lakewood, NJ 08701 before the end of the current semester.**

Photocopies of transcripts are not acceptable.

ADJUNCT FACULTY CONTRACT

It is agreed between GEORGIAN COURT UNIVERSITY, a community that embraces the core values of the Sisters of Mercy of respect, integrity, justice, compassion, and service, hereinafter called "University", in the Township of Lakewood, County of Ocean, State of New Jersey, and «Fname» «Lname», residing at «Address», «City», «State» «Zip» that

The University will employ «Fname» «Lname» as «Title» in accordance with the following terms and conditions:

1. «Fname» «Lname» agrees to perform services as «Title» («Course») for the «Semester» Semester. Said services consist of teaching a «ughrs»«grhrs» credit load, provided there is sufficient enrollment for the class to be offered and also provided that full time faculty's courses have sufficient enrollment, and turning in grades to the Registrar by the due date. Academic year «Year-Year» «Semester» semester begins with the first teaching day of classes on «First Day of Class» and ends «Last Day of Class»;

2. In consideration of the aforementioned services rendered by «Fname» «Lname», the University will pay a salary of «Total_Salary» in «M_of_Instal» equal installments of «monthlypymt», the first of which will be paid on or about «Date_of_Pymt» and each month thereafter for 3 months;

3. The consideration specified in paragraph 2 constitutes the total consideration under this Contract, and «Fname» «Lname» shall not be entitled to any other payments or benefits;

4. «Fname» «Lname» agrees to faithfully and properly perform the duties assigned to this adjunct faculty position, to support and uphold the Mercy core values, mission of the University, and its Catholic identity, and will faithfully observe and enforce the University policies prescribed for the governance of the University. «Fname» «Lname» further agrees that the University may terminate this contract prior to its expiration date, if it is determined that «Fname» «Lname» has not faithfully performed the duties of «Title» or has failed to abide by current University policies and provisions in the Faculty Handbook;

5. Except where the University has earlier terminated this Contract pursuant to paragraph 4, or where «Fname» «Lname» has earlier terminated the Contract through resignation, this Contract shall terminate on «Term_Date»;

6. Upon the termination of this Contract, the salary will cease, and «Fname» «Lname» shall not be entitled to any other payments; and

7. This Contract and the documents referenced herein constitute the entire agreement between the parties, and this Contract may only be modified in writing signed by both parties. This Contract shall be governed by the laws of the State of New Jersey.

8. This Contract shall not become effective and/or enforceable until it has been signed by «Fname» «Lname» and signed by the President of the University or the Provost as designee.

«comments»

FOR GEORGIAN COURT UNIVERSITY

By _____ Date _____

Evelyn Saul Quinn, M.Ed., M.S.W.
PROVOST

_____ Date _____

«Fname» «Lname», «Suffix»

PLEASE SIGN, DATE AND RETURN CONTRACT TO THE OFFICE OF HUMAN RESOURCES.
PLEASE RETAIN A COPY FOR YOUR RECORDS.

PLEASE NOTE: If your address above is incorrect, please notify the Office of Human Resources.

NOTE FROM THE PROVOST:

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Photocopies of transcripts are not acceptable.

Appendix 4.5.1.2.1.1: Procedure for Student Evaluation of Faculty

1. Regarding who should be evaluated:
 - a. Faculty members in their first two (2) years of service at Georgian Court shall submit student ratings for each course, i.e. for the first four (4) semesters;
 - b. Other faculty (full-time) shall submit ratings for three (3) different courses every two (2) years, at least one (1) per year; and
 - c. Adjunct faculty members with more than four (4) semesters' service at Georgian Court shall submit ratings for any course the first time it is offered by that faculty member; for established courses, the faculty member shall submit ratings every other semester.
2. Regarding which courses:
 - a. Any new course, i.e., being offered for the first time by that faculty member;
 - b. With established courses, the selection of those to be rated shall proceed thus: one (1) course chosen by the faculty member; one chosen by the Department Chair; and one (1) chosen by concurrence of both, or by lot if a concurrence cannot be reached; and
 - c. Adjunct faculty teaching more than one (1) course shall alternate the choice with the Department Chair.
3. Regarding when to do the ratings:
 - a. Decisions regarding which course will undergo the student ratings shall be made in the department's regular meetings during the semester in which they are to be carried out.
 - b. The rating shall be performed at a mutually convenient hour during the last three (3) weeks of the semester (or year, if the course extends over two (2) semesters).
4. Regarding procedures for face-to-face courses:
 - a. The faculty member shall distribute the rating forms, give an explanation of procedure to the class, and then leave the room while the students complete the questionnaire.
 - b. As stated in the instructions attached, when the questionnaires are completed a student shall collect the forms, place them in a sealed envelope provided for that purpose, and deliver the envelope directly to the office of the appropriate School Dean.
 - c. The summed results of the assessment will be delivered to the office of the applicable Dean, who shall deliver a copy to the faculty member and a copy to the Department Chair. The Department Chair and the applicable Dean are authorized to read the results of the assessment.
5. Regarding procedures for online courses:
 - a. The online course assessment will be included in each section of each online course that is offered at GCU.
 - b. The assessment will be made available to students during the last week of the course.
 - c. The summed results of the assessment will be made available to the faculty member. They will be made available to the Dean and Department Chair on the schedule described in sections 2 and 3, above.
6. The Provost shall have access to these evaluations when a summative decision is pending or being appealed. The Provost will review the School Dean's copy. In no case shall student evaluations be used as single criterion for any faculty personnel action.