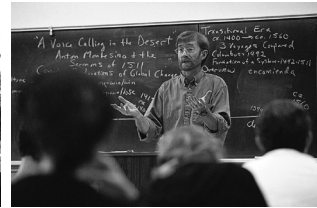


SEATTLE PACIFIC UNIVERSITY
Faculty Handbook



2014-15





Seattle Pacific
UNIVERSITY

Engaging the culture, changing the world®

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SEATTLE, WASHINGTON 98119

FACULTY EMPLOYMENT HANDBOOK

EMPLOYMENT POLICIES AND PROCEDURES

This Faculty Employment Handbook (hereafter called Handbook), containing the approved policies and procedures of the University concerning terms and conditions of employment of faculty, is incorporated into the individual contract/letter of appointment of each faculty member. Where the terms or provisions of an individual contract/letter of appointment are inconsistent with the general policies contained herein, the provisions of the individual contract/letter of appointment shall supersede. Otherwise, the provisions of this Handbook are legally binding on all parties for the specific period covered by a contract/letter of appointment and will not be changed during that period. *Sections 16 and 17* address interpretation of this document in those instances when questions arise. Notwithstanding any other provision to the contrary, the University has no obligation to extend any employment contract except contracts with its tenured faculty members.

In order to carry out many of the policies and procedures outlined in the Handbook and to discharge the duties of curricular oversight, the Board of Trustees recognizes the need for the faculty to organize itself with duly constituted officers and committees.

1. DEFINITIONS: FACULTY, RANK AND TITLES

1.1. Where applicable, when the terms dean or school dean are used, they include deans of the College of Arts and Sciences, deans of the professional schools, and the University Librarian as supervisor of librarians with academic rank.

1.2. FACULTY APPOINTMENTS

The strength of the academic program is only as great as the continuing strength of its faculty. The investment of faculty members in Christian higher education, and the investment of the University in those faculty, is not only a significant monetary investment for each person's professional career, but also an investment in fulfilling the mission of Christian higher education. The dedication, competence, flexibility and adaptability of Christian university faculty members are crucial factors in maintaining the integrity of Seattle Pacific University.

1.3. FACULTY APPOINTMENT AND RANK DESIGNATION

The Seattle Pacific University ByLaws, Article I, *Sections 4 and 5*, assign to the Board of Trustees the power to establish appointment procedures and the power of annual approval of terms of employment. In exercise of these responsibilities, the Board of Trustees annually reviews numbers of faculty and the other terms, conditions, policies and schedules mentioned in those ByLaws, as well as all appointments made by the President during the year. With appropriate instruction and advice to the President concerning criteria

for appointments, the Board of Trustees delegates to the President the responsibility to appoint faculty on an ongoing basis. Vacated positions with either term or notice contracts may be refilled upon administrative approval. The academic unit must justify each request in terms of the following criteria listed in order of priority: 1) overall institutional objectives, 2) student-faculty ratios, 3) fulfillment of general education requirements, 4) external market pressures, and 5) other factors. New positions are requested and justified in terms of the same criteria. Requests for new positions usually begin with the faculty of the discipline and are recommended by the faculty of the school and the school dean, through the Office of the Provost, to the President. The Provost will provide a rationale when new or vacated positions are not approved for recruitment.

Every search to fill a regular faculty position shall include a documented effort to find qualified minorities and women. In addition, given the church-related heritage of Seattle Pacific and the on-going effort to maintain a vital connection to the church, every search will include an effort to recruit qualified Free Methodist scholar-teachers and those within the broader Wesleyan and evangelical tradition.

Four rank designations apply to individual faculty members at Seattle Pacific University:

1. Instructor (*Section 1.4.1*)
2. Assistant Professor (*Section 1.4.2*)
3. Associate Professor (*Section 1.4.3*)
4. Professor (*Section 1.4.4*)

In addition to these rank designations, individuals may be assigned one or more of the following titles:

1. Part-time (*Section 1.5.1*)
2. Emeritus faculty (*Section 1.8.1*) (may be by rank)
3. Lecturer (*Section 1.6*),
4. Scholar- (or other designation)-In-Residence (*Section 1.8.2*)
5. Visiting faculty (*Section 1.7*) (may be by rank)

Persons employed full-time by the University with assignment to 0.5 FTE or more in faculty duties (e.g. coaches, advising personnel, or counselors, who also teach classes as an integral part of the regular academic program) hold faculty rank if their locus of appointment (*Section 1.2.4*) is in an academic unit. Those whose locus of appointment is not in an academic unit may, by the Provost action, hold faculty rank for that portion of their load which is

assigned to academic duties. Unless the individual contract/letter of appointment specifies otherwise, time in multiple appointments does not accrue toward tenure.

1.4. **RANK CRITERIA: SUMMARY AND GUIDELINES FOR IMPLEMENTATION** *(Section Updated 05/2004)*

The following criteria represent the expectations in degrees and experience both for assigning rank at the time of appointment and for determining eligibility to apply for promotion (as in the case of promotion, evaluative factors outlined in *Section 6.3* will contribute to decisions about assigned rank at the time of appointment). The doctorate is the most desirable academic qualification for employment. In disciplines where the doctorate is not common, other terminal qualification may be recognized for hiring, promotion, and tenure. In disciplines where professional or vocational experience is highly beneficial to the University, an individual who has achieved certain other attainments may be eligible for employment and/or promotion without terminal degree qualifications. Education and/or professional experience other than terminal degree qualification to be evaluated in considering qualifications of faculty members for appointment-- art works, artistic performances, musical compositions, dramatic productions, scientific research, or similar efforts--must be distinctly out of the ordinary.

1.4.1. **INSTRUCTOR**

Minimum qualifications: A Master's degree

Persons holding the rank of Instructor may be continued indefinitely without tenure, but when an Instructor is promoted to Assistant Professor, time served as Instructor may apply toward the probationary period for tenure (*Section 2.2.2*).

1.4.2. **ASSISTANT PROFESSOR**

Minimum qualifications:

A. An earned doctorate or terminal degree appropriate to the discipline.

OR

B. All of the following:

1. A Master's degree,
2. Graduate study beyond the Master's degree equivalent to one year of full-time study applicable to the doctorate in the candidate's teaching field,
3. Three years of successful teaching experience.

1.4.3. **ASSOCIATE PROFESSOR**

Minimum qualifications:

- A. An earned doctorate or terminal degree appropriate to the discipline,
- B. Five years of teaching experience at the rank of assistant professor.

1.4.4. **PROFESSOR**

Minimum qualifications:

- A. An earned doctorate or terminal degree appropriate to the discipline,
- B. Five years of teaching experience at the rank of associate professor.

1.4.5. **PROFESSIONAL LIBRARIANS WITH FACULTY RANK**

1.4.5.1. **Professional Status, Faculty Status and Appointment**

Criteria: The library, through its faculty and staff, is designed to support the University's educational, research and service functions. In order to offer this support, it is Seattle Pacific University policy to recruit, develop, and retain highly qualified individuals to occupy its positions in the library. The program designed and implemented by these professional librarians includes:

- A. In consultation with faculty, selection and development of resources,
- B. Organization and governance of resources,
- C. Interpretation of, bibliographic instruction in, and use of resources,
- D. Program administration and management,
- E. Education, research, and publication.

Library personnel with academic rank shall be accorded privileges and responsibilities accorded to other faculty members.

- ##### 1.4.5.2. **Criteria for Appointment and Rank.** When determining the rank of professional librarians ranked as faculty, the following will be the minimum expectations in degrees and experience for both appointment and promotion. *(Section Updated 5/2004)*

1.4.5.2.1. **INSTRUCTOR**

Minimum qualifications: An American Library Association (ALA) accredited Master's degree.

1.4.5.2.2. **ASSISTANT PROFESSOR**

Minimum qualifications:

A. An ALA accredited Master's degree and a master's degree in a relevant subject area

OR

B. ALL of the following:

1. An ALA accredited Master's degree,
2. Graduate study equivalent to one year of full-time study applicable to a Master's degree in a relevant subject area, and
3. Three years of successful academic library experience.

1.4.5.2.3. **ASSOCIATE PROFESSOR**

Minimum qualifications:

A. An ALA accredited Master's degree,

B. A Master's degree in a relevant subject area,

C. Five years of professional library experience at the rank of assistant professor.

1.4.5.2.4. **PROFESSOR**

Minimum qualifications:

A. An ALA accredited Master's degree,

B. A Doctorate in a relevant subject area,

C. Five years of professional library experience at the rank of associate professor.

1.5. **STATUS OF PART-TIME FACULTY**

1.5.1. **Definition.**

Part-time faculty are defined as those carrying less than 75 percent of the full-time load, i.e., less than 75 percent of a 39-credit load for instructional and non-instructional assignments in a given regular academic year (calculations of workload: *Section 11.1*). There are two categories of part-time faculty:

1. Pro-Rata (referred to as part-time)
2. Per-Course (referred to as adjunct)

- 1.5.2. **Responsibilities and Privileges of Part-Time Faculty.** Part-time faculty assume responsibility to fulfill contract terms to the satisfaction of the academic administration and the dean.
- 1.5.3. **Rank, Promotion and Tenure.** Pro-Rata faculty may hold any rank; all adjuncts are designated as lecturer. Part-time faculty are not eligible for tenure, but a tenured faculty member may in some University-approved cases (such as a phased retirement contract – see *Section 8.2.2*) retain tenure while having a part-time workload. However, if part-time faculty successfully compete for full-time vacancies, their part-time service will apply toward the years of service required for tenure consideration. To receive consideration for tenure, the individual's part-time employment must accumulate to the equivalent full-time years of service according to the criteria applied to full-time faculty, and at least two years of full-time service at the University must be completed before the individual may receive tenured status.
- 1.5.4. **Contracting.** Unless otherwise specified, all part-time contracts are term contracts, i.e., for the period of time designated on the contract with no commitment on the part of either party to extend a new contract. No new contract will be extended without a careful performance evaluation.
- 1.5.5. **Evaluation.** Academic administration and school deans monitor and evaluate the work of part-time faculty by requiring student course evaluations for every course, and by reviewing the course syllabi and the student evaluations with the part-time faculty person each quarter. While other data may be more appropriate in evaluating instruction in contexts other than the traditional class (e.g. math lab supervision), careful evaluation of performance will remain an important part of any decision to extend a new contract.

1.6. SPECIAL APPOINTMENT FACULTY

- 1.6.1. **Faculty Emeritus Status.** In recognition of meritorious service to the University, on recommendation of the Faculty Status Committee, through the Provost, to the President, and subject to approval of the Board of Trustees, a faculty member upon retirement from active teaching may be designated emeritus. Nominees for emeritus status shall normally have served at least 10 years at Seattle Pacific University.

- 1.6.2. **Scholar - (or other designation) - in- Residence.** The University may appoint distinguished contributors in special fields such as artists, writers, poets, executives or scholars with the special faculty status of Scholar – (or other appropriate designation) - In - Residence. Such appointments may be part-time or full-time depending on the needs of the University, and are term contracts. This designation is approved by the Provost.
- 1.6.3. **Affiliate.** Honorary status for persons who serve as contributing lecturers or advisors to an academic program. This designation is approved by the Provost.
- 1.6.4. **Visiting.** A faculty member who teaches at Seattle Pacific University and who is a full-time ranked faculty member of another institution of post-secondary education. Full-time visiting faculty will be appointed following the same procedures as other full-time faculty and will have the rights and privileges of other full-time faculty. This designation is approved by the Provost.

1.7. **APPOINTMENT OF PART-TIME FACULTY**

Per-course (adjunct) faculty are appointed by the deans and hold neither voice nor vote in school or faculty governance by virtue of those rank designations alone. Pro-rata faculty are appointed by the deans after a careful screening and interview process which includes examination of the individual's Christian faith commitment.

1.8. **PRIVILEGES OF RETIRED AND EMERITUS STATUS**

- 1.8.1. **Retirement Privileges.** The University extends the following privileges to faculty members who retire:
- A. Conversion of Term Life Insurance to a Whole Life policy within a 30-day period without the necessity of a medical examination, at the expense of the retiree, or as provided by the current carrier.
 - B. A mail address, e-mail account, bookstore discount, library and faculty dining privileges at faculty rates.
 - C. Participation in all faculty professional and social events.
 - D. Continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA) (*Section 14.1.4*).

1.8.2. **Privileges of Emeritus Status.** Emeritus status extends all privileges as listed in *Section 1.8.1*, plus

- A. Listing in the University catalog.
- B. Entitlement to participate with the faculty in all-University events (e.g. Commencement, Baccalaureate, Ivy Cutting, Convocation)

1.9. **ADMINISTRATORS WITH ACADEMIC RANK**

Persons in administrative positions (e.g. deans, University librarian, academic administrators) may hold faculty rank and, if tenured, maintain their tenure in the academic unit which was their locus of appointment at the time of their becoming tenured. Unless the individual contract/letter of appointment specifies otherwise, time in administrative appointments does not accrue toward tenure but does accrue toward sabbaticals (for purposes of this provision, deans are considered teaching faculty). Administrators who hold faculty rank are, for purposes of University governance, considered full-time members of the faculty, with responsibility for committee service and with voice, vote and privileges equivalent to those held by other faculty members.

1.9.1. **Tenured Administrators Who Transfer to Academic Assignments.** Compensation for tenured administrators who transfer to academic assignments shall be negotiated by the tenured faculty member, the Provost and the dean.

1.9.2. **Untenured Administrators Who Transfer to Academic Units.** Untenured, faculty-ranked administrators who leave administrative appointments may be placed in their school and discipline, if a position is available. Compensation shall be determined in the same manner as for tenured administrators who transfer to academic assignments.

Should a position not be available in the appropriate school and discipline, the University shall make a demonstrated effort to find an alternative temporary position and/or to assist the individual in finding a position in another institution of higher education, if requested by the individual.

1.10. **ENDOWED CHAIRS AND PROFESSORSHIPS**

A position which is entirely supported by endowment is designated an endowed chair; a position which is partly supported by endowment is designated an endowed professorship. Individual persons occupying such

endowed positions may be tenured, but the position does not in itself confer tenure. Occupants of these positions shall be appointed following procedures specified as a part of each such endowment, but no such endowment shall name the occupant as a condition of acceptance by the University. Compensation and/or other perquisites of the endowed chair may be specified in the endowment. If the endowment does not specify the term of occupancy, the term shall be three years. At the option of the University and the individual, and upon recommendation of the dean and the Provost, the individual may be appointed to additional term(s).

2. TYPES AND DEFINITION OF CONTRACTS

2.1. TERM CONTRACTS

Term contracts at Seattle Pacific University are issued to faculty members on either of two bases:

A. They are given to part-time per-course (adjunct) faculty members, and are limited to the term of employment outlined in the contract. Term contracts are not tenure track and do not confer upon a faculty member any entitlement to continued employment after the expiration of the term specified in the contract.

B. They may be used with full-time and pro-rata faculty as follows:

1. Summer session contracts,
2. Replacements for faculty on leave or, in some cases, sabbaticals,
3. Short-term curricular needs,
4. Persons contracted under provisions of externally funded grants.
5. Faculty in phased retirement plan (*Section 8.2.2*).

With approval of the Provost, after consultation with the dean, term contracts may be counted toward tenure should that person be appointed to a tenure-track position.

Faculty contracted under provisions of externally funded grants shall be notified of employment status for the following contract term within 15 business days of the university's receiving grant award notification, or no later than March 1 (for faculty in their first year of full-time employment), or December 15 (for faculty in their second or subsequent consecutive year of full-time employment), whichever is later. Such term contracts will include notation that the employment is subject to grant support, the source of external funding, and the anticipated grant renewal date(s) (*Section 1.8.3*).

2.2. NOTICE CONTRACTS

Non-tenured full-time faculty receive notice contracts.

2.2.1. **Notification.** Renewal of appointment shall include review of data deemed appropriate by the school dean and the Provost. Notification of non-reappointment shall be made by the University no later than March 1 of the first year of employment, and thereafter no later than December 15 of the terminal year. The Faculty Status Committee will be informed of discontinuation decisions for non-tenure faculty who are on tenure-track.

2.2.2. **Non-tenure-track faculty.**

Instructors (*Section 1.4.1*) may be continued indefinitely without tenure (*Section 1.7*). Otherwise, instructors shall have all the rights and responsibilities of other ranked faculty. Persons with such appointments may, under appropriate circumstances, progress to assistant professor rank and beyond. When an instructor is appointed to assistant professor rank, the position shall become tenure-track unless otherwise specified in the original position announcement. The fourth consecutive contract/letter of appointment to a full-time instructor shall be preceded by a conference of the faculty member and the dean in which individual and institutional expectations regarding short-term or long-term service are clarified. There are no guarantees of long-term service beyond the contract term. A report of this conference and a forecast of institutional expectations shall be filed in the individual's personnel file in the dean's office, and the instructor shall receive a copy of the report.

Faculty positions above the rank of instructor shall be tenure-track unless otherwise specified in the original position announcement.

2.3. **CONTINUOUS (TENURED) CONTRACTS**

Continuous contract rights at Seattle Pacific University are granted to ranked faculty members who have attained tenured status as provided for in *Section 7* of this Handbook. Faculty members employed under continuous contract/letter of appointment are entitled to annual renewal and shall be subject to the terms and conditions of employment that exist at the time of each annual renewal by Seattle Pacific University unless separated pursuant to the provisions of *Section 8* of this Handbook.

2.4. **LOCUS OF APPOINTMENT**

All faculty appointments to notice or continuous contracts have as the locus of their appointment the school and discipline stated in their annual contract/letter of appointment. In the rare instance when an individual is appointed in multiple disciplines, the Provost and the respective dean(s) will assign the faculty member to one school and discipline as the individual's locus of appointment for purposes of evaluation, promotion and tenure decisions. Evaluations of individuals in such appointments shall be structured to include information from all disciplines involved.

2.5. ISSUANCE AND RECEIPT OF CONTRACT

All contracts (non-tenured faculty) or letters of appointment (tenured faculty) for full-time and pro-rata part-time faculty for any academic year shall be issued no later than April 1. Contracts shall be returned no later than April 15, or the first working day thereafter. If the contract offer is not accepted on or before the specified date, or special arrangement made with the Office of the Provost, the offer will automatically expire.

Term contracts are issued on an individual basis as necessity arises.

3. RECRUITMENT AND APPOINTMENT OF FACULTY

The quality of initial appointments is vital to the quality of teaching, scholarship and service to which the University is committed. The following statements of policy for search and appointment are intended to aid-deans, the Provost, and others involved in making initial appointments.

Seattle Pacific University gives notice of employment opportunities by appropriate publication and employs the following procedures in evaluating applications. Applications from women and members of ethnic minority groups are strongly encouraged. All faculty recruitment and appointment shall be conducted in the context of SPU's commitment to faith as expressed in the evangelical Christian tradition. Applications from scholar-teachers from within the Wesleyan and Free Methodist heritage are strongly encouraged.

3.1. RECRUITMENT

Announcement of a vacancy is made by the Office of the Provost after consultation with the dean and faculty of the discipline. Announcements of positions are made in appropriate professional journals, Free Methodist publications, graduate schools in the area of specialty, and other Christian universities. Other announcements may also be recommended by the faculty of the discipline, the dean, or the Provost.

After an opening has been officially approved, applications are received. Application forms, provided through the Office of Human Resources, are

available in the school office and in the Office of the Provost. In accordance with federal mandate, records of all applications are maintained for one year.

The faculty of each school have established in writing a statement of procedures for screening and interviewing faculty candidates, negotiating these through their dean and the Office of the Provost. The Provost will meet with each group to develop the goals and standards for the search. The faculty members and dean, using the agreed-upon procedures, will present evaluations and a prioritized list of candidates to the Provost, based on candidates' vital Christian commitment, academic qualifications, and apparent teaching ability or promise, and supported by anecdotal records of conversations with two or more references and with the faculty candidate. Candidate(s) for a full-time position will be interviewed by the faculty of the discipline and the school, a faculty interview committee, the school dean, the Provost and the President. Others participating in the interview process may include student representatives. In recommending the candidate to the President, the Provost will give high priority to recommendations from the faculty of the discipline, regarding the candidate's scholarship and teaching skill; from the faculty, dean, and other administrators regarding the long-term promise of the individual to the school's and the University's mission statement as well as the long-term needs of the University; and the faculty interview committee regarding the fit of the candidate's statement of Christian faith and philosophy of Christian higher education with the mission of the University.

For each full-time faculty position the dean of the recruiting school will establish an interview committee of five full-time faculty members representing departments other than the recruiting unit. The same faculty interview committee will interview all candidates interviewed for the position in question and will offer its recommendation for hiring to the dean and Provost.

Special appointment faculty will essentially follow the review and recommendation processes for full-time appointment, excluding emeritus faculty.

3.2. **APPOINTMENT AUTHORITY**

Authority to hire faculty is vested in the President by the Board of Trustees. In exercise of this responsibility, full-time appointments are initially made by the President and reported to the Board of Trustees. Final authority to hire and retain faculty is vested in the Board of Trustees (Seattle Pacific University ByLaws, Article I, *Section 5*). The President, as the agent of the Board of Trustees, is charged with carrying out the policies and specific instructions of the Board of Trustees. Consistent with this charge, the

President makes first-time appointments, reporting these to the Board of Trustees for final approval. While new appointments are subject to all applicable portions of this Handbook, special attention will be given in the original appointment to those items detailed in *Section 5*. The Board of Trustees, in careful consultation with the President, reserves the right to interview and directly approve or disapprove any candidate for a faculty position at Seattle Pacific University.

3.3. CREDIT FOR ACADEMIC SERVICE AT OTHER INSTITUTIONS

Newly hired faculty members without tenure at another institution do not receive credit toward tenure at Seattle Pacific. Persons who have been tenured at another institution or who have held permanent status at institutions which do not grant tenure may be given credit toward tenure at the discretion of the President upon recommendation of both the dean and the Provost (*Section 7.2.2*).

3.4. ACADEMIC RANK AND SALARY AT TIME OF APPOINTMENT

Rank and salary at time of appointment shall be determined according to *Sections 1 and 15.1*.

3.5. EMPLOYMENT OF RELATED PERSONS

In order to avoid improper influence, favor, lack of confidentiality, or the appearance thereof, the following policy applies to employment of relatives of employees.

3.5.1. **Definition.** Except as provided in *Section 3.5.2*, Seattle Pacific University does permit employment of relatives on a concurrent basis. For the purposes of this policy, a relative shall mean husband, wife, father, mother, in-laws, brother, sister, son, daughter, uncle, aunt, nephew, niece, cousin, grandparent or grandchild and their respective spouses, whether the relationship is established by blood, marriage, or otherwise.

3.5.2. **Limitations.** The University does not permit concurrent employment of relatives when the employment relationship between the relatives could reasonably lead or appear to lead to business-related conflicts of interest, improper influence, favor or consideration. The University shall not permit concurrent employment of relatives:

A. When one relative has, or could have, the authority or practical power to supervise, appoint, remove or discipline the other;

- B. When one relative would be responsible for auditing the work of another;
- C. When other circumstances exist which could place a relative in a situation of actual or reasonable foreseeable conflict between University and personal interests; or
- D. When, in order to avoid the reality or appearance of improper influence or favor, or to insure confidentiality, the University must limit the employment of relatives of policy-level officers of other organizations or individuals with whom it does business.

3.5.3. **Implementation.** If it becomes necessary as a result of this policy to terminate the employment of one of two employees, the University will permit the employees to decide which will terminate employment. If the relatives do not promptly decide, the University will decide, balancing the interests of the University and the affected employees.

In no event shall any employee vote, recommend or in any way participate in any decision directly affecting the appointment, retention, tenure, promotion, salary or any other status or term or condition of employment of any relative.

3.6. **IMMIGRATION STATUS POLICY**

Any person hired by the University must present documentation establishing identity and employment authorization in accordance with the immigration laws of the United States prior to hire and upon request of the University at any time after hire.

Any employee who fails to provide proper documentation upon request shall be ineligible for hire or continued employment at Seattle Pacific University. Such failure shall be just cause for immediate dismissal of any employee, regardless of contract rights.

3.7. **SUMMER, INTERTERM AND INSERVICE APPOINTMENTS**

Contracts for summer session, interterm and in-service programs are offered on a contingency basis in which both the University and the individual faculty member accept some of the risk.

3.7.1. **Summer Contracts** are available to a limited number of faculty at a rate which differs according to rank. Some such contracts contain group contingency provisions and others contain individual contingency income provisions.

3.7.2. **Interterm Employment** is contracted at the same rates used for part-time per-course contracts with similar contingency enrollment provisions.

3.7.3. **In-Service Courses** have a separate salary schedule based on the number of students in each course or time commitment expected. In-service contracts are negotiated individually.

4. **PERSONNEL RECORDS**

Adequate and detailed information is necessary to support actions involving each individual, especially those actions pertaining to appointment, promotion, tenure and separation.

4.1. **FILES FOR FACULTY WITH NOTICE OR CONTINUOUS CONTRACTS**

Official faculty development files are maintained in two offices (in addition to records such as insurance coverage, salary, and similar matters, and separately maintained, legally required records of drug rehabilitation programs or other legal records, which are kept in the Office of Human Resources):

4.1.1. **The Office of the Provost** maintains a file including:

- A. the individual's original application form,
- B. the individual's letter of acceptance of employment,
- C. a copy of the individual's current curriculum vitae,
- D. official transcripts of the individual's graduate work, including degrees attained,
- E. a copy of the letter of notification of any personnel change, including but not limited to promotions, tenure, or sabbaticals,
- F. a record of results of special reviews, grievances, and similar actions which do not directly involve the Office of the Provost or its personnel as initiators or respondents (a record of cases involving the Provost or persons working in the Office of the Provost will be maintained in the President's office).

4.1.2. **The Dean's Office** maintains a file including at minimum:

- A. student course evaluations,

- B. professional development plans and self-assessments (*Section 5.4*),
- C. record of annual, third-year, and post-tenure evaluations (*Sections 5.5.2, Section 5.5.3, and Section 5.5.5*),
- D. record of participation in professional associations,
- E. record of honors,
- F. record of published research, performance, and/or critical review,
- G. record of other publications, and
- H. other indications of professional development.

4.2. **FILES FOR FACULTY OTHER THAN REGULAR FACULTY**

The dean will maintain a separate file for each of these faculty members which will contain, at minimum:

- A. a copy of the faculty member's term contracts,
- B. the faculty member's official credentials and resume,
- C. copies of any faculty evaluations,
- D. information on professional background or accomplishments which the faculty member wishes to place in this file, and
- E. personnel information.

4.3. **ACCESS**

The official personnel file will be kept in strictest confidence and will be available, under the restrictions of confidential use, only to the faculty member personally and/or to designated members of the faculty and administration who recommend concerning tenure, promotion, sabbaticals, awards, formal review, and retention. No information will be released for other purposes except by written consent of the faculty member, and access by designated persons for purposes of recommendation shall be limited to the time during which they are evaluating the case and recommending concerning it.

During formal review and evaluation processes, including but not limited to those concerning retention/nonretention, tenure, and promotion, the files shall be available for confidential use only to those persons who recommend as noted in the preceding paragraph. Files may be closed to the faculty member during the review and recommendation process. No later than 10 days after the individual is notified of the final decision, the individual shall, upon request, have the right to receive a summary of all confidential materials which were used at any level in the reviews and recommendations. The President or the President's designee shall prepare the summary, which shall be reviewed by University counsel before release to the individual. Names of sources of evaluations shall not be made available to the individual.

The faculty member may, for the cost of duplication, obtain copies of any non-confidential matters in the official personnel file. Any such copies will be made by a member of the office of the Provost or the school's staff. The faculty member may also provide corrections, responses, or clarifications relative to any materials in the file. These documents will be maintained as a part of the official personnel file.

Further, the University 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.

5. **EVALUATION**

Evaluation of performance advances three distinct purposes:

- faculty members can effectively fulfill their responsibilities when their performance is assessed,
- this information is required in decisions concerning rank and step in rank, retention and non-retention, tenure, and similar status decisions,
- evaluation can aid faculty and administrators in planning jointly for the best use of University resources.

Evaluation is understood as an ongoing process that addresses the conduct of class sessions, advising appointments, research, and a variety of other activities. At times of contractual decision--initial placement, retention decisions, tenure, promotion, advancement, annual review, pre-tenure, post-tenure, or special review--the criteria and evidence requirements become more formal. In the following sections, "school" is understood to include the term "college". Unless

otherwise noted, “designee” means dean’s designee. Where a department exists, typically the department chair functions as the designee (especially see *Section 5.5.* on procedures below).

5.1 **PRINCIPLES AND RESPONSIBILITIES OF EVALUATION**

(Section Updated 02/2009)

5.1.1 **Principles Which Apply To All Participants**

The following principles apply to all participants in evaluation of performance, especially those who participate in tenure and promotion decisions. These include applicant, colleagues, departmental, college or school review committees (referred to hereafter as “Review Committee”), dean, Faculty Status Committee, Provost, President, and Board of Trustees:

- A. Because mutual respect of participants and concern for personal and institutional needs are significant undergirding values, these decisions will be based on principles of inquiry rather than on adversarial principles.
- B. Rationale for recommendations and decisions will be directly supportable with respect to the published standards.
- C. All persons at the same level in these processes shall have equal access to the evidence used in evaluation.
- D. At each level, participants have the obligation to assure that the evidence used is relevant and substantial.
- E. Before the file is forwarded to each decision level, its full content shall be disclosed to the applicant, who shall have access to any additions beyond the original submission, while maintaining confidentiality of sources.
- F. Evaluators who have not studied the evidence in a given case will disqualify themselves from voting for recommendations or decisions in that case.
- G. To encourage candid evaluation, protect individual reputations, and allow for objectivity and fairness, all participants will use discretion in communication.
- H. Information considered, discussion and vote(s) will be kept confidential.

- I. Communication of the recommendations and decisions to those directly affected will be direct and candid, yet sensitive to personal issues.

5.1.2 Responsibilities of Specific Participants

Applicant

- A. shall provide full documentation as required for each decision process,
- B. shall avoid discussion of the application with members of the Review Committee and the Faculty Status Committee, and
- C. shall provide additional information promptly if requested.

Mentor and Colleagues

- A. may help the applicant in building an effective case,
- B. shall avoid improper contact with those directly involved in the evaluation and recommendation.

Departmental or School Review Committee Members

- A. shall engage in frank and thoroughgoing discussion of the applicant and application in relation to the standards for the decision to be made, the applicant's discipline, and the program of the department or school,
- B. shall submit a written communication to the dean and the Faculty Status Committee which summarizes fairly the committee's assessment of the applicant and the application (separate majority and minority reports are not required, but would be appropriate if the vote is not unanimous).

Dean or Designee

- A. shall serve as a counselor for the applicant (through such activities as annual evaluations of PDPs (Professional Development Plans-see *Section 5.4*), ongoing discussions of the applicant's professional development, and interpretation of institutional standards), a facilitator in application procedures

- B. shall report to the applicant of the Review Committee's recommendation, and may speak for or against the case before the Review Committee,
- C. shall evaluate the application in terms of the ongoing program and development of the school, and may, but need not, be an advocate of the applicant,
- D. shall submit a separate recommendation to the Faculty Status Committee,
- E. may present tenure cases in person to the Faculty Status Committee, who will notify the dean in advance of any significant questions or reservations, to allow for appropriate response,
- F. at appropriate times, shall report to the Review Committee the outcomes and rationales of decisions made at higher levels.

Faculty Status Committee Members

- A. shall refrain from informally discussing any case with persons outside the Committee at any stage of the process except that the committee may delegate to one of its members the task of interviewing a dean or designee to seek additional information,
- B. may participate in Review Committee decisions which will be forwarded to the Faculty Status Committee, including discussions and votes, without conflict of interest,
- C. may excuse themselves from discussion and voting in the Faculty Status Committee when they believe that objectivity would be extremely difficult,
- D. shall produce a written summary of the rationale for the Status Committee's recommendation, to be kept in the applicant's personnel file,
- E. shall submit their recommendation to the Provost, with copy to the applicant.

The Provost

- A. may speak before the Faculty Status Committee for or against the application,
- B. shall convey the recommendations of the Faculty Status Committee to the President,
- C. shall submit a separate recommendation to the President, i.e., either accepting or rejecting the recommendation of the committee,
- D. shall report to the Faculty Status Committee any recommendation at variance with that of the Committee,
- E. shall report to the Faculty Status Committee communications with the applicant concerning the tenure or promotion decision.

The President

shall report in writing to the Provost that the President has supported the recommendations of the Provost, or the reason(s) for overturning the recommendations of the Provost, and shall report the President's recommendations to the Board of Trustees. If the President rejects the application, the report of reasons shall end the process.

The Board of Trustees

shall adhere to rules of evidence including those established in these Principles and Responsibilities of Evaluation, shall keep evidence and information confidential, and shall report back to the President its deliberations and decisions.

5.2 CRITERIA FOR EVALUATING TEACHING FACULTY

The ability of Seattle Pacific University to accomplish its mission is dependent upon maintaining a strong and effective faculty. Just as our mission is holistic--seeking to promote the intellectual, personal, and spiritual growth of our students--the dimensions involved in faculty evaluation are holistic. These dimensions divide naturally into two sets. The first set involves considerations of the faculty member's character and of his or her congruence with the mission of the University. The second set gathers considerations of the faculty member's competence and of his or her contribution to the University, the broader academy, and culture at large.

5.2.1 Character and Congruence with Mission

This first set of evaluative considerations must be considered foundational in nature. The concern here is not to rank a faculty member in comparison with anyone else, but to insure that basic standards and core commitments are upheld by all faculty. Evidence of conformity to these criteria is prerequisite for any new hire, as well as for the yearly renewal of term contract and notice contract faculty (Sections 2.1 & 2.2). Assessment of conformity to these criteria will be a particular focus of tenure decisions. Continuing conformity to these criteria will be an expectation of tenured faculty. A negative evaluation on these foundational criteria cannot be compensated for by a faculty member's strengths in the criteria related to competence and contribution.

5.2.1.1 Exhibit Vital, Growing Christian Life

In keeping with our holistic approach to education, Seattle Pacific University faculty are expected to serve as models of vital, growing Christian life. We welcome to our faculty persons from the range of theologically orthodox Christianity who affirm the Seattle Pacific University Statement of Faith, and are aware of the spectrum of worship styles, theological expressions, and formative practices found in this family. One conviction shared across this range of Christian communions is the centrality of active participation in a local church to the nurture of vital Christian life, which is why we consider such participation a foundational expectation of all our faculty. Recognizing that such participation is only one aspect of vital Christian life, we encourage our faculty to participate as well in broader dimensions of Christian formation and mission.

5.2.1.2 Understand and Affirm the Goals of Christian Higher Education

Among the vital dimensions of Christian mission is the enterprise of Christian higher education. Since this is the unique focus of our institution, we seek faculty who understand and affirm the goals of this enterprise. We expect this commitment to remain strong, and for faculty to cultivate progressively their appreciation for the nature of Christian higher education and its implications for their specific vocation.

5.2.1.3 Model Professionalism

As professionals, faculty are expected to be self-monitoring and to make all reasonable efforts to fulfill the responsibilities of their roles (*Section 9.1*). They are also expected to conform to the guidelines on Professional Ethics (*Section 9.3*). More broadly, faculty members are expected to model respectful interaction in their dealings with students, staff persons, fellow faculty, and administrators.

5.2.1.4 **Maintain Moral Integrity**

As influential members in our community, faculty are expected to exhibit public and personal moral integrity. Specific failures that can result in dismissal are listed in *Section 8.6.2* of this Handbook.

5.2.2 **Competence and Contribution**

The remaining set of considerations in faculty evaluation are necessarily relative and dynamic. They concern the individual faculty person's professional competence and his or her contribution to department or school, the University, the larger academy, and our broader mission of engaging the culture around us. These evaluative questions are directed to the three major areas of faculty responsibility: Teaching, Scholarship, and Service.

It would be unreasonable to expect all faculty to be outstanding in every dimension of each of the three areas of responsibility. However, strong faculty will have demonstrated interest, competence, and activity in several dimensions. All three major areas will be considered seriously in the evaluation of any faculty member. An individual performing well in only one area, while hardly at all in the other areas, is unlikely to receive favorable evaluation. What is desired is good performance in all major areas with excellence in at least one of them.

5.2.2.1 **Teaching**

Since teaching is the paramount responsibility of faculty at Seattle Pacific University, effectiveness in this area will be *weighted most heavily* in evaluation of faculty competence and contribution. This evaluation will consider the various dimensions of the teaching enterprise. Classroom instruction remains the central dimension of teaching for most faculty, but not the only dimension. Effective faculty also provide students with assistance for coursework outside of class, by a variety of means. Moreover, all teaching faculty are expected to carry a share of

responsibility in providing broad academic advising and vocational guidance to students.

We look for at least the following qualities in evaluating teaching effectiveness:

- A. command of one's academic discipline, and ongoing practices that maintain currency with developments in that discipline;
- B. awareness of the relationships of one's discipline to the liberal arts, other academic disciplines, and the professions;
- C. insight into—and ability to communicate—possible implications of Christian convictions for one's discipline, and possible implications of central claims in one's discipline for Christian faith and life;
- D. skills in the craft of teaching, and a commitment to ongoing assessment and cultivation of one's skills in this craft; and
- E. concern to insure accessibility and competence for advising students on academic and vocational matters.

5.2.2.2 **Scholarship**

The second major area of faculty responsibility at Seattle Pacific University is scholarship. Although portrayed in some settings as opposing entities, we see teaching and scholarship as inherently connected. That is why we expect scholarship to be part of every full-time tenure-track and tenured faculty member's vocation. In keeping with a growing consensus in the academy, we encourage, support, and reward any of the four distinct yet overlapping types of scholarship—the scholarship of discovery, the scholarship of teaching, the scholarship of application, and the scholarship of synthesis. Each of these requires intelligence, training, discipline, and hard work. Each also finds formal expression in the production of scholarly products, which we define as *work that is publicly disseminated and subject to careful peer review*.

- A. **Scholarship of Discovery.** The scholarship of discovery is what academics have traditionally meant when they speak of original research. It involves the

creation, discovery, or advancement of new knowledge by means of the tools and disciplined practices of one's academic field. We understand this type of scholarship to include producing new bodies of creative material in the literary, visual, and performing arts. It also occurs during consulting work as academics interact with professionals to expand a field of knowledge. Scholarship of discovery is directed toward one's peers in the discipline or profession. The primary venues for its products include peer-reviewed academic journals or conference presentations, public exhibitions or performances, university presses, and professional adjudication panels.

- B. **Scholarship of Teaching.** The scholarship of teaching must not be confused with ongoing study of one's discipline, which is expected of all faculty. This specialized scholarship, which only some faculty will pursue, involves sustained inquiry into teaching practices and students' learning in ways that allow other educators to build on one's findings. Scholarship of teaching is directed toward other teachers, in one's field and beyond. Venues for its products will range from conference and workshop presentations to professional journals and books.
- C. **Scholarship of Application.** The scholarship of application must, in turn, not be confused with the service role of faculty offering consultation on the existing state of knowledge in their field. This scholarly enterprise is devoted specifically to investigating how existing knowledge in one's field can be responsibly applied to new problems. This type of scholarship is particularly appropriate in, though not limited to, the professional schools. Scholarship of application is directed both to the immediate setting of the issues addressed and, through the scholarly product which results, to one's peers as an instructive example. Venues for its products run the gamut from professional journals and conferences to adoption for actual applications in business and industry.
- D. **Scholarship of Synthesis.** The scholarship of synthesis focuses investigation on possible connections

within and across disciplines. This can be done in a variety of ways, such as: by reviewing the current findings of an entire field and highlighting the pattern that emerges, by conducting interdisciplinary and collaborative work, or by articulating a larger vision by which isolated facts in one's field can be conveyed to non-specialists. All of these efforts attempt to overcome the isolation and fragmentation of academic disciplines, as well as their often perceived irrelevance for contemporary civic and church life. At Seattle Pacific we place a particular value on that scholarship of synthesis which investigates the relationship of Christian theology and tradition to particular disciplinary issues. The audience for scholarship of synthesis includes both the academic world, across the scholarly disciplines, and the general public. In keeping with this broad audience, its products will find a range of appropriate venues.

In practice, certain types of scholarship will be more prominent in some departments or schools than in others. Likewise, forms of peer-valued public dissemination will vary some among the disciplines and professions. To insure sufficient flexibility and integrity in the evaluative process, each department (or school) is expected to develop and maintain a description of: 1) the types of scholarship, 2) the particular kinds of public scholarly products, and 3) the types of peer review that are most common and valued within its discipline; as well as 4) a sense of the trajectory of a productive scholar in its discipline at institutions like SPU. Distinctions between undergraduate and graduate faculty should be included in the description. The description must be approved by the Faculty Affairs Committee before it is used as a standard for evaluating faculty in that department or school.

5.2.2.3 **Service**

While course instruction and the scholarship that undergirds it are the primary expectations of regular faculty, it is also legitimate to expect that they will contribute service within the institutional networks that support their vocation.

- A. ***In the University.*** All full-time faculty members are expected to assume reasonable service roles in the operation of the University. Specific roles will differ some by individual and over the course of one's career, but a general standard is clear.

As a baseline, they are expected to attend specified department, school, and University faculty meetings.

Another shared expectation is participation on committees and task forces at the various levels of the University—department, school, faculty, and campus-wide.

A few faculty are needed each year in faculty leadership positions.

Also valued are such roles as assisting the Office of Admissions in student recruitment, being an advisor to student organizations, participating in student enrichment activities like Cadre, and serving as a mentor to faculty colleagues (see particularly *Section 5.7*).

- B. ***In the Larger Academy.*** Seattle Pacific University is connected to the web of larger scholarly, professional, and accrediting bodies that support higher education. Individual faculty members may be selected at times to take leadership roles in these bodies. Depending on the role, this service may be reckoned as part of their service to the University.

- C. ***In the Community, Including the Church.*** In keeping with our mission of engaging the culture, Seattle Pacific encourages all of its members, including faculty, to find ways of being of service in our surrounding communities and in the churches that minister to these communities. In some schools this type of service has particular institutional benefit and may be reckoned as part of the person's service to the University.

5.3 EVALUATING LIBRARIANS

Librarians with faculty rank are evaluated by the same criteria as other teaching faculty (*Section 5.2*), with two exceptions. First, since they are in

non-tenure-track positions, contributions to scholarship will be encouraged and rewarded but not required. Second, the following paragraph replaces *Section 5.2.2.1* (Teaching).

5.3.1 **Performance in Librarianship**

Items to be considered in assessing effectiveness of a librarian are related to the individual's position classification document. But overall, the following attributes and qualities are desired in effective librarians:

- A. command of one's specialty areas, and ongoing practices that maintain currency with developments in these areas;
- B. fulfillment of specified responsibilities—e.g., providing aid and instruction to students and faculty in research, guiding and implementing acquisitions in one's area, and so on;
- C. ability, when appropriate, to direct the activities of subordinate library staff and/or student workers; and
- D. commitment to ongoing assessment and cultivation of one's skills in librarianship.

5.4 **THE PROFESSIONAL DEVELOPMENT PLAN (PDP)**

A significant document in ongoing evaluation of professional activity and development at Seattle Pacific University is the individual's Professional Development Plan, supplemented by the annual self-assessment. Taken together, these documents allow the individual to plan a course of professional development fitting to one's individual talents and disciplinary needs and can help faculty committees and University administrators to plan effective use for faculty development resources.

5.4.1 **Provision for the PDP**

No later than October 1 of the second year of contracting with the University, each ranked faculty member will file a Professional Development Plan with the dean or designee (faculty appointed as deans will file the plan with the Provost; an appropriate administrative supervisor will be specified by the Provost for individual cases not stated in this provision). This file will be reviewed by the dean or designee (*Section 5.5.2*), and a copy of the report, with comments by the dean or designee and specifically noting whether the plan is approved will be filed with the Provost no later than December 1. For non-tenured faculty, the scope of the plan will be no less than one year and no more than five years, and they will submit an updated plan for review by their dean or

designee every year. Tenured faculty will develop and submit a revised PDP at least every fifth year (individual departments or schools may require more frequent PDP review), in accordance with the process of post-tenure review (*Section 5.5.5*), and their plan should cover the period until their next anticipated review. This same frequency of submission and scope of coverage will be expected of non-tenure track faculty after completing the required pre-tenure review. Each faculty member may file an appraisal of the overall process and progress with the dean or Provost, as the individual deems useful. Uses of the PDP in evaluation are discussed in *Sections 5.5, 6 and 7*. Failure to present a plan or to prepare a plan that meets with administrative approval may result in withholding of salary increases, promotions, sabbaticals, or other benefits of the employment relationship.

5.4.2 **Content**

Although no set format is prescribed for the Professional Development Plan, it is expected that the categories in *Section 5.2* or, as appropriate, *Section 5.3* of this Handbook will be addressed, and that the plan will note those institutional resources required and/or requested in accomplishing the growth planned. The plan should particularly address the University's commitment to spiritual formation. As University and department or school goals are articulated and accepted by the community, the professional development plan is expected to take account of those goals, linking the individual's plans and goals to those of the University. In short, the PDP is a statement of expected growth by the faculty member which can be reviewed regularly for accomplishment. Specific items and activities to be included should take account of the individual's personal talents and needs and the needs of the discipline. The individual shall revise the PDP before its expiration date, and may choose to revise it as often as annually, subject to the same approval procedures as the original PDP. Revision of the PDP may be a part of the annual self-assessment described in *Section 5.4.3*.

5.4.3 **Self-Assessment Report**

Annually, no later than October 1, each ranked faculty member, beginning with the third year of service, will submit a report to the school dean or designee referencing the Professional Development Plan. This report will summarize, for each category, the extent to which goals and/or objectives in the plan were achieved, to what extent other professional activity not contemplated in the plan was accomplished, and a personal assessment by the faculty member.

At the option of the individual, revisions of the Professional Development Plan may be included as a part of the self-assessment. This report will be included in the standard annual review of performance.

5.5 FREQUENCY AND TYPES OF EVALUATION

Evaluation is an ongoing process. As professionals, faculty monitor the results of individual class sessions, advising appointments, and discussions with colleagues; they read of pedagogical and curricular developments in their fields; they discuss these and other matters with colleagues; they critique one another's writings. Evaluation will include some way for students to evaluate the faculty member's commitment to integration of faith and learning and spiritual formation. It is expected that each school will provide for continuous informal review of each member's performance, e.g., through regular consultations between the dean or designee and individual faculty. At specified intervals, however, the evaluation process is more formal and more predictably scheduled. Some parts of the process occur on a scheduled quarterly basis; some are annual; some are fundamental to decisions concerning awards and individual status; and some may be undertaken in response to allegations of behavior which may lead to disciplinary action. *Section 5.5* deals with quarterly and annual scheduled evaluations, pre-tenure, and post-tenure reviews; *Section 5.6* details procedures for special reviews; *Section 6* and *Section 7* include the evaluation processes respectively for promotion and tenure; *Section 10* addresses evaluation in the context of individual awards and development.

5.5.1 Quarterly Evaluation

The faculty of each school will recommend a systematic method of collecting evaluative data for their courses. Although systems may vary from school to school and within a school, they must include a means to guarantee that students' confidentiality and the security of completed forms are protected. Full-time faculty must evaluate at least three classes each year. The student evaluations will be gathered using approved forms, and may also include informal student commendations or complaints. A copy of the summarized data from these forms will be given to the individual; another will be kept in the individual's official file in the dean's office (*Section 4.1.2*).

Each faculty member is responsible to file a copy of each course syllabus with the dean's office. These data provide a basis for appraisal as they also show a broad-spectrum growth pattern for each faculty member. Failure to file student evaluations and syllabi

regularly may be considered a breach of commitment to an expectation of continuing professional growth.

5.5.2 Annual Evaluation

Annually, no later than February 1, each faculty member will be evaluated in writing by the dean or designee. This evaluation will encompass the status of the individual's professional development and the summary of student evaluations of instruction, and may include other data deemed relevant. The intent of this process is to provide a brief annual accounting of the faculty member's work, and at the same time to help department chairs and deans to identify those few faculty who may need assistance.

5.5.3 Pre-Tenure Review of Tenure-Track Faculty

The primary purpose of pre-tenure review is formative—to allow candidates to assess their strengths and weaknesses in the company of their colleagues. This process is intended to be an encouragement to the faculty member while at the same time clarifying our standards of professional and personal performance. Candidates should be aware, however, that the Faculty Status Committee is also required by Handbook policy to ask whether it is probable that candidates will meet the standards for tenure. In extraordinary circumstances, the Faculty Status Committee is further mandated and required to recommend discontinuance.

5.5.3.1 Timing of the Review

Non-tenured faculty shall receive a formal review no later than their third year of employment. (Note: Ordinarily this review shall occur during the candidate's third year of employment, but when previous experience counts as years toward tenure, the review process may begin earlier at the discretion of the candidate's dean, so as to allow appropriate time between the initial review and the tenure review).

5.5.3.2 Candidate's File

The candidate will prepare an application file that addresses the criteria for evaluation (*Section 5.2*). The file is to be divided into two parts as specified below. Files exceeding the specified page limits will be returned without review. The file should be submitted as an indexed PDF document that includes the following items:

Part I: Primary Documents

- A. Preliminary Materials: letters from the candidate's review committee, dean and/or department chair. [No page limit.]
- B. A *curriculum vitae*; [5 pages]
- C. a narrative that describes the development of the candidate's faith over the years, reflects the candidate's affirmation of the central claims of historic Christian teaching, interacts with the SPU Statement of Faith, and provides some indication of the current practices that form and sustain the candidate's faith and life—including participation in a local church; [4 pages]
- D. an articulation of the candidate's sense of vocation as a faculty member—touching on the interplay of the three major areas of teaching, scholarship, and service—that indicates congruence with SPU's mission of Christian higher education, conveys the candidate's philosophy of education, and includes some reflection on how the candidate understands Christian convictions to affect his or her work in each of the three areas; [4 pages]
- E. the candidate's analysis of and self-reflections on teaching strengths and areas needing cultivation, interacting with both student and peer input; [4 pages]
- F. a narrative describing the candidate's scholarly trajectory that indicates how he or she meets the scholarship standards of their school or department. [2 pages]
- G. a description of the types of service roles the candidate has taken on since coming to SPU; [2 pages]
- H. a self-assessment of expertise and availability for the specific service role of academic and vocational advising; [2 pages]

Part II: Appendix: [no page limits]

- A. A current PDP, and the candidate's immediately prior PDP (both with dean or designee response);
- B. four representative syllabi;
- C. an unabridged record of all official university student evaluations since the candidate's arrival at SPU;
- D. peer-review assessments of the candidate's teaching, including at least one by a member of the candidate's

school or department and one by a peer from outside of the candidate's school or department;

- E. samples of scholarly products the candidate has produced (particularly since coming to SPU), noting the role of peer review in their publication or reception;
- F. any further supporting documents (reference letters, commendations, reviews, and so on), which the candidate may wish to include that attest to the candidate's character, congruence with our mission, competence, or contribution.

5.5.3.3 Role of Mentor

The candidate's mentor shall complement the candidate's department chair (or designee) in guiding the candidate's preparation of a pre-tenure review file.

5.5.3.4 Makeup of Pre-tenure Review Committee

The candidate's dean or designee will form a pre-tenure review committee composed of the candidate's department chair (or designee) and at least three (3) tenured faculty members. Priority for membership on this committee will belong to tenured members of the candidate's academic department or school. In cases of small departments, additional members will be drawn from closely related departments.

5.5.3.5 Aspects of Review

The Review Committee shall ensure that an evaluative instrument has been supplied to all tenured faculty in the department or school, which gives them an opportunity to provide written comments concerning the candidate, for the candidate's file. In addition, all members of the committee will observe the candidate teach at least one class session. They will then jointly review the file submitted by the candidate. The Review Committee will draft a report based on this deliberation. Before submitting the report, the committee will review its findings and suggestions with the candidate, guarding confidentiality of evaluators. The candidate may be invited to append a response.

5.5.3.6 Report of Committee

The report of the pre-tenure review committee will include suggestions concerning the mutual responsibilities of the individual and the institution. These suggestions may include references to continuance or non-continuance of the individual's relationship to the institution, activities and/or evidence which may be appropriate in leading the individual toward promotion and/or tenure, descriptions of institutional support which may help the individual's development, and other matters which the committee may choose to address. The committee will forward its report (along with the candidate's file) to the dean or designee not later than the end of winter quarter of the candidate's third year at SPU.

5.5.3.7 Dean's Recommendation

The dean or designee will append a separate recommendation and forward the pre-tenure review committee's evaluation and the candidate's file to the Faculty Status Committee by the beginning of Spring quarter.

5.5.3.8 Faculty Status Committee Report

The Faculty Status Committee will, in turn, make a recommendation to the Provost, noting the candidate's strengths and any relevant weaknesses. In addition, the Faculty Status Committee will include a statement about whether it is probable that the candidate will meet the standards for tenure. In extraordinary cases, the Faculty Status Committee's report may include a recommendation of discontinuation. The report of Faculty Status Committee will become part of the candidate's official personnel file.

5.5.3.9 Continuing Guidance

The candidate's dean or designee will take account of the results of the pre-tenure review in subsequent annual reviews. The candidate's mentor will also be given a report of these results, to aid in helping the candidate prepare the best possible case for tenure.

5.5.4 Review of Non-Tenure Track Faculty in Their Third Year of Employment

Faculty hired into non-tenure track full-time positions shall be evaluated by a Review Committee in the third year of their full-time employment to determine their continuing status at the institution.

This review will evaluate both issues of fit and competence for their particular position. Periodic reviews will recur at least every five years thereafter, similar to the timing for post-tenure reviews.

5.5.5 Post-Tenure Review *(Section updated 05/2010)*

The primary purpose of post-tenure review is to provide faculty members with an opportunity to discuss the alignment of individual performance with school and departmental goals and expectations. This process fulfills the underlying goal of providing a mechanism for accountability to the institution. Additionally,

1. positive information found in these reports can be cited by the faculty member in subsequent applications for promotion and for institutional competitive funding for faculty scholarship, and
2. failure of faculty members to participate in periodic post-tenure review can be considered as a negative factor in subsequent applications for promotion and institutional competitive funding for faculty scholarship and may result in a special review.

5.5.5.1 Frequency of Post-Tenure Reviews

Tenured faculty are expected to be reviewed by one's peers at least once every five years. A special review (see *Section 5.6*) or promotion review (see *Section 6.4*) fulfill this expectation. When neither of these is planned, the following procedure will be followed.

5.5.5.2 Timing of Post-Tenure Review

The Office of the Provost will maintain a timetable that tracks process initiation and stages through completion for all faculty. By September 1, the Provost will notify faculty members who have not been reviewed in the last five years of their need for post-tenure review. The faculty member's dean or designee will also be notified. Faculty members should prepare and submit the relevant portfolio by January 1 of that same academic year. Departments or schools are encouraged to develop a pattern of staggering post-tenure reviews over the five-year cycle.

5.5.5.3 Post-Tenure Review Portfolio

For purposes of this review the faculty person will provide to his or her dean or designee a portfolio that evidences performance over the most recent five years in the areas of teaching, scholarship, and service (as described in *Section*

5.2). This portfolio should include *at least* the following items:

1. current curriculum vitae,
2. summary report from his or her most recent formal review (tenure, promotion, post-tenure, etc.),
3. his or her most recent past PDP with the response of his or her dean or dean's designee,
4. a current PDP and self-assessment (5.4.3),
5. a reflection on current developments in the faculty person's life and career in light of his or her Christian faith and calling,
6. a representative selection of student evaluations from the most recent five year period, and
7. peer-review of teaching as defined in *Section 5.5.3.2.* as deemed appropriate by the candidate's Dean or the review committee.

5.5.5.4 Make Up and Process of Post-Tenure Review Committee (PRC)

The candidate's dean will designate a PRC of no fewer than three (3) tenured members.

5.5.5.5 Goals and Outcomes of Post-Tenure Review

The goal of this review is for the faculty member to seek and the PRC to provide additional perspective on his or her areas of strength and on any areas that might need further strengthening in fulfilling his or her faculty role. The PRC is also encouraged to counsel the faculty member on matters of teaching, scholarship, and service that should be addressed in the next five years.

5.5.5.6 Follow Up to Post-Tenure Review

The Post-Tenure Review Committee (PRC) will compose and submit a brief summary of its commendations and recommendations. This summary will be shared with the faculty member, the faculty member's dean or designee (if the dean was not part of the PRC) and placed in the faculty

member's file. The dean or designee will send to the Office of the Provost a notification that the faculty member has completed participation in a post-tenure review along with a copy of the summary.

5.5.5.6.1 Setting Professional Goals in the Case of Minor Concerns

The faculty member will make appropriate revisions to the subsequent PDP and submit it to his or her department chair, dean, or dean's designee.

5.5.5.6.2 Addressing Significant Concerns Short of Special Review

In the case of significant concerns that do not rise to the level of warranting Special Review (*Section 5.6*) or Dismissal (*Section 8.6.2*), the PRC, in consultation with the faculty member, will develop an Action Plan that is forwarded to the Provost, including:

1. a specific discussion outlining the nature and severity of the concern,
2. criteria for evaluating the faculty member's progress toward addressing the concern,
3. a timeline of not more than two years for a follow-up review focused solely on this concern,
4. recommendations to the Provost and dean or designee encouraging the allocation of developmental resources for assisting the faculty member in addressing the concern, and
5. a statement that any uncompleted Action Plan could result in consequences imposed at the discretion of the Provost.

The Action Plan will be kept on file by the Office of the Provost, and the dean or designee. The applicant and PRC will also retain copies.

5.5.5.6.3 **Strength of PRC Recommendations**

A recommendation for additional resources does not constitute a binding obligation. Wherever possible, the Provost and dean or designee should make their best efforts to fulfill the recommendations of the PRC, but the constantly changing dynamics of University finances require that appropriate decision-makers be allowed to use their discretion in each case.

5.5.5.6.4 **Grievances Regarding Post-Tenure Review**

Grievances are defined as a breach, misinterpretation, or misapplication of policy or procedure (*Section 16.2.2*). Therefore, the decisions made via the post-tenure review process could be called into question only if the grievant asserts that a deviation from approved procedure has taken place.

5.5.5.7 **Follow Up to the Action Plan**

The PRC will reconvene according to the timeline set forth in the Action Plan to review the faculty member's progress toward goal. Based upon the PRC's evaluation, its members will notify the Provost and the appropriate designees of the outcome, using one of the following options:

1. consider the goal to be met, and report on the applicant's success,
2. extend the timeline for improvement,
3. alter the criteria for evaluating the faculty member's progress toward addressing the concern, provided that such alteration is only used to give credit for progress that may not have been specified in the Action Plan, or
4. report that the candidate did not satisfy the criteria set forth in the Action Plan (*Section 5.5.5.6.2.2*) or that insufficient progress toward meeting Action Plan goals has been made. In this case, the Provost may consult with the PRC, the candidate's dean or designee, and the candidate.

5.6 PROCEDURES FOR SPECIAL REVIEW

(Section Updated 05/2010)

From time to time, special review of any faculty member may be required in response to perceived difficulties. No individual shall be evaluated through special review more frequently than once in three years, except in follow-up of an earlier review or when special review is requested in response to a different alleged problem with the individual's performance. Special review will not substitute for other regular evaluations. A special review may be instituted upon written request to the Faculty Status Committee by:

- A. the faculty member,
- B. the faculty member's dean,
- C. two faculty members who carry full-time instructional duties, or
- D. the Provost.

When special review is initiated, the Faculty Status Committee coordinates appointment of a three-member evaluation panel, naming one member (designated as convener) and inviting the faculty member and the faculty member's dean each to select another panel member (if a dean is under review, the Provost selects the third panel member). All members shall be tenured Seattle Pacific faculty. At least one shall be chosen from within the individual's school, and at least one shall be from outside the individual's school. The individual's own dean and any faculty member originally requesting the evaluation shall be excluded. No one will serve on more than one special evaluation panel in any one year. Other qualified persons, as determined by the evaluation panel and with concurrence of the faculty member under review, including persons not affiliated with the University, may also be consulted.

The special review will evaluate performance with the goal of renewing the commitment and accountability of the individual and the University to each other. The evaluation panel will consider the progress of the individual, as revealed in various evaluation reports, and the success of the institution in providing the necessary material support for that progress. The panel initially will invite the faculty member to prepare a documented self-assessment summarizing the individual's progress and contributions and evaluating institutional support. At the individual's option, the most recent self-assessment from a regular review may serve as a response to this invitation.

The panel will then consider relevant evidence of individual performance (e.g., syllabi, PDPs and self-assessments, and reports filed during previous reviews, including any active Action Plan), and institutional support (such as course loads, committee responsibilities, awards,

sabbaticals). The panel will draft a report consisting of a summary evaluation, an explanatory narrative identifying strengths and weaknesses of the individual and the institution, and a packet of supporting documents. The faculty member will be shown the report (not including materials which identify the evaluators) and invited to append a response.

The Faculty Status Committee, upon receipt of the panel report, will convene to recommend appropriate action to the Provost. The recommendation could, in an extreme case, call on the one hand for a dismissal hearing or, on the other, for a faculty censure hearing vis à vis the University or one or more of its administrative officers. Less extreme recommendations might entail, for example, a memorandum of understanding between the faculty member and the University specifying actions to be taken and objectives to be met, a one-year probationary period with a follow-up review, or no action whatever in acknowledgment of satisfactory findings.

The report and recommendations will be kept confidential, as provided for other confidential documents in *Section 4.3*, and shall be available as evidence in any subsequent grievance, censure, or dismissal hearing. The Provost will personally consult with the faculty member (in the presence, if either party wishes, of the dean and/or the convener of the evaluation panel), to develop a course of action consonant with the recommended actions.

5.6.1 Appeal or Grievance

Findings, recommendations, and results of review are subject to provisions of *Section 16*.

5.7 MENTORING PROGRAM FOR TENURE-TRACK FACULTY

All untenured persons in tenure-track faculty positions will have a faculty mentor, in addition to their department chair, to offer support and guidance through the tenure process. This mentor will typically be tenured and from a department (or school) other than that of the tenure-track candidate. The Office of the Provost will assist in identifying a pool of faculty who are interested in serving as mentors, and in providing these mentors with appropriate training. Their work as mentor will be regarded as a significant form of their service to the university.

5.7.1 Assigning Mentors

The mentoring relationship for new tenure track faculty will be initiated by their Dean at the time of their hire. This initial relationship may be revised at the prerogative of the tenure candidate, in consultation with their Dean.

5.7.2 **Function of Mentors**

These peer faculty mentors fill a strictly supportive and formative role, helping their non-tenured colleague to understand the expectations and to present the best possible case in annual, third-year, promotion, and tenure evaluations. They will not serve on any evaluative body before which their assigned person is appearing, nor may they offer evaluative input to these bodies.

6. **PROMOTION** Code of ethics: See *Section 5.1*.

6.1. **POLICY FOR PROMOTIONS**

Promotion through the academic ranks recognizes an individual's contributions and development, and signifies the institution's expectation that the contributions and development will continue.

6.2. **ELIGIBILITY FOR PROMOTION**

Minimum qualifications for appointment to the various ranks are detailed in *Section 1.4*. Because these are minimum qualifications, it is expected that all will be met before the application for promotion is submitted, and that qualitative evaluation of evidence will be a part of each promotion decision.

Service at Seattle Pacific University as adjunct faculty or other contracts/letters of employment issued by the Division of Continuing studies, overload contracts, and leaves of absence shall not accrue toward time qualifications for promotion.

Equivalency for terminal degrees is detailed in *Section 1.4*.

Each candidate for promotion to the rank of assistant professor shall have served a minimum of one year at Seattle Pacific University, and candidates for the ranks of associate professor or professor shall have served a minimum of two years at Seattle Pacific University before the year of application. For purposes of calculating length of SPU service and time at rank, a single fractional load which is .75 FTE (full-time equivalent) or greater shall be rounded up to 1. For multiple years at loads of .75 or greater, fractional loads shall be added. When this latter process results in the individual's missing the eligibility threshold by .25 or less, the total may be rounded upward.

6.3. **CRITERIA FOR PROMOTION** (*Section Updated 05/2004*)

Promotion evaluation will utilize the criteria for evaluating teaching faculty described in *Section 5.2*. The foundational expectations about character and congruence with mission remain relevant in every promotion evaluation, but the primary focus of these evaluations will be the set of

considerations related to the candidate's competence and contribution. Candidates who teach part or all of their course load at the graduate level will typically be expected to evidence greater output in the area of scholarship.

6.3.1. **Promotion to Assistant Professor** typically recognizes completion of appropriate terminal degrees. Candidates for this promotion must offer evidence of teaching effectiveness and of participation in appropriate service roles. If they have not yet built a record of scholarly production, they should evidence their commitment to this area of faculty responsibility in their PDP.

6.3.2. **Promotion to Associate Professor** recognizes a faculty member as maturing in his or her role. Successful candidates for this promotion will demonstrate good performance in all three areas of faculty responsibility (teaching, scholarship, and service), and emerging strength in at least one of the areas.

6.3.3. **Promotion to Professor** designates a faculty member as an established teacher and scholar, who is recognized as such by peers in his or her field, and who serves as a model/mentor for others in the vocation. Successful candidates for this promotion will demonstrate strength in all three areas of faculty responsibility (teaching, scholarship, and service), with excellence in at least one of the areas.

6.4. **PROCEDURE FOR PROMOTION** *(Section Updated 05/2001)*

6.4.1. **Schedule.** Annually, the Faculty Status Committee and the Office of The Provost shall announce the deadline date for promotion applications.

6.4.2. **Initiating Promotion Consideration.** Faculty members are responsible for initiating their consideration for promotion by submitting a timely application.

6.4.3. **Preparation of Application.** The applicant is responsible to make a strong case for promotion, but may be assisted in the process.

6.4.3.1. **Candidate's File.** The candidate will prepare an application file that addresses the criteria for evaluation (*Section 5.2*). The file is to be divided into two parts as specified below. Files exceeding the specified page

limits will be returned without review. The file should be submitted as an indexed PDF document that includes the following items:

Part I: Primary Documents

- A. Preliminary materials: letters from the candidate's review committee, dean and/or department chair, the Faculty Status Committee regarding prior promotion or tenure reviews and one from the candidate highlighting that he or she has the appropriate degree, rank and years of experience to qualify for this promotion (as established in *Section 1.4*) [No page limit.]
- B. a *curriculum vitae*; [5 pages]
- C. a narrative that describes the development of the candidate's faith over the years, reflects the candidate's affirmation of the central claims of historic Christian teaching, interacts with the SPU Statement of Faith, and provides some indication of the current practices that form and sustain the candidate's faith and life—including participation in a local church; [4 pages]
- D. articulation of the candidate's sense of vocation as a faculty member—touching on the interplay of the three major areas of teaching, scholarship, and service—that indicates congruence with SPU's mission of Christian higher education, conveys the candidate's philosophy of education, and includes some reflection on how the candidate understands Christian convictions to affect his or her work in each of the three areas; [4 pages]
- E. the candidate's analysis of and self-reflections on teaching strengths and areas needing cultivation, interacting with both student and peer input; [4 pages]
- F. a narrative describing the candidate's scholarly trajectory that indicates how he or she meets the scholarship standards of their school or department. [2 pages]

- G. a description of the types of service roles the candidate has taken on since coming to SPU, or since the candidate's last promotion; [2 pages]
- H. a self-assessment of expertise and availability for the specific service role of academic and vocational advising; [2 pages]
(Section Updated 06/2013)

Part II: Appendix: [no page limits]

- A. a current PDP, and the candidate's immediately prior PDP (both with dean or designee response);
- B. four representative syllabi;
- C. an unabridged record of all official university student evaluations for the last three years of teaching at SPU;
- D. peer-review assessments of the candidate's teaching, including at least one by a member of the candidate's school or department and one by a peer from outside of the candidate's school or department;
- E. samples of scholarly products the candidate has produced (particularly since coming to SPU), noting the role of peer review in their publication or reception;
- F. any further supporting documents (reference letters, commendations, reviews, and so on), which the candidate may wish to include that attest to the candidate's character, congruence with our mission, competence, or contribution.

Note: When applying for promotion to full Professor, at least two letters (solicited by the candidate's dean) offering evaluation of the candidate's competence and scholarly contribution by peers in the candidate's field at appropriate institutions outside of SPU should be placed at the beginning of this section.

6.4.4. **Role of Mentor.** A non-tenured applicant's mentor will complement the applicant's department chair (or designee) in

guiding the applicant's gathering of evidence and preparation of their case for promotion.

6.4.5. **Makeup of Promotion Review Committee.** Application for promotion will be reviewed by all faculty members of the applicant's academic department (schools will function as a department) who hold rank above the current rank of the applicant. In cases of small departments additional members will be drawn from closely related departments, such that there is a minimum of five (5) members on the committee.

6.4.6. **Deliberation of Promotion Review Committee.** Following procedures specified by the school faculty, the Promotion Review Committee will review the applicant's file and vote on whether to recommend for promotion. The applicant's dean (or dean's designee) shall be present at this meeting, may speak for or against the applicant, but shall abstain from voting. Following the meeting, the dean (or dean's designee) shall draft a summary account of the oral comments of the members of the Promotion Review Committee and a record of their vote. This account will be circulated to members of the committee for approval. When appropriate, members of the committee can prepare minority reports to be appended to the summary account. When approved, this account will become part of the applicant's file.

6.4.7. **Further Levels of Evaluation.** After learning the results of the Promotion Review Committee, the applicant will decide whether to forward the application for consideration at the next level or to withdraw it. If the committee's recommendation is negative and/or includes majority and minority reports, the applicant's decision to forward the application must be in writing, within the deadline schedule published by the Faculty Status Committee.

6.4.7.1. The applicant's dean will review the file, if it is to be forwarded, and make a recommendation. In addition, the dean may, at his or her request or by request of Faculty Status Committee, supplement the application by presentation(s) to FSC, and may present the case in person, without vote, to FSC, who will notify the dean in advance of any significant questions or reservations to allow for appropriate response.

6.4.7.2. Faculty Status Committee shall, in consultation with the Provost, review the file and reach a decision of support or nonsupport for promotion. A statement of their recommendation will be added to the file.

6.4.7.3. The Provost shall review the applicant's file, including the action of the Faculty Status Committee, and determine a recommendation. The Provost will then inform the applicant of action taken to this point, including the recommendation of the Provost, and forward the application with all recommendations to the President.

6.4.7.4. The President shall review the application and decide whether or not to give it a final approval.

6.4.7.5. Responsibility for notification. If any evaluating person or body (dean, Faculty Status Committee, Provost, President) fails to support a recommendation for promotion from the departmental review committee, the candidate shall be notified in writing with reasons based on the criteria for promotion. The notification of non-support shall be given to the candidate at the level at which the decision is made.

7. **TENURE** Code of ethics: See *Section 5.1*.

7.1. **POLICY FOR TENURE**

Tenure at Seattle Pacific University is understood as a symbol of stability, of the integrity of the community, and of the joint commitment of every member of the community to the mission of the University.

The individual, before applying for tenure, has expended considerable time and energy in personal and professional development, has demonstrated compatibility with the mission and institutional climate of Seattle Pacific University, and has been evaluated numerous times. Application for tenure signifies that the individual wishes to be considered a permanent part of this community.

The institution, in granting tenure, recognizes that tenure confers on the faculty member continuous contract rights (*Section 2.3*) and the right not to suffer discriminatory reduction in salary (except as provided in *Sections 5.4.1. and 8*), and implies the faculty member's acknowledgment of continuing responsibility to the community for faithful discharge of duty.

Both parties understand that tenure provides protection for the individual against non-reappointment (*Section 8.3*), as well as partial protection in other circumstances, but that the tenured contract may be severed through resignation (*Section 8.1*), retirement (*Section 8.2*),

prolonged illness (*Section 8.4*), layoff (*Section 8.5*), or dismissal for cause (*Section 8.6*).

7.2. ELIGIBILITY FOR TENURE

7.2.1. Time Required for Eligibility. (For calculation of prior part-time service to eligibility for tenure, see *Section 1.5.3*). Persons on tenure track holding the rank of assistant professor shall first be eligible for consideration for tenure during their sixth full-time year at the University. Persons initially hired by the University at the rank of associate professor and professor shall be considered for tenure not later than the fifth and fourth years, respectively, of full-time service. *Instructors who are promoted to assistant professor in their sixth year of full-time service at the University, or subsequently, shall be considered for tenure during their first year as assistant professor. After the first year of eligibility for tenure, an individual who is not granted tenure may apply for tenure during either or both of the subsequent two years. Any person who is not granted tenure in the final year of eligibility as defined in this *Section* shall be terminated. The contract/letter of appointment issued for the final year of eligibility shall contain notice that, if tenure is not granted, it is a terminal contract. Special provisions relating to administrators with faculty rank are detailed in *Section 1.9*. Any administrator or faculty committee that recommends against granting tenure may also recommend that the candidate be given a terminal contract, that is, a contract with no further opportunities to apply for tenure. The President and the Board of Trustees have final decision in this matter.

<u>Rank</u>	<u>First Year to Apply</u>	<u>May Also Apply in Years</u>
Assistant*	6	7, 8
Associate	5	6, 7
Professor	4	5, 6

*Instructors who have served at SPU six or more years and are promoted to Assistant Professor shall be considered during their first year at Assistant rank. (*Section Updated 05/2009*)

7.2.2. Time requirements for tenure eligibility in cases of childbirth or adoption. A faculty member who serves as the primary caregiver to a child born or adopted into the family shall automatically receive a one-year delay in the timeline identified in *Section 7.2.1* (a faculty member may waive the automatic delay). A faculty member may petition for a one-year delay if the

faculty member is a secondary caregiver or if the faculty member has already received a one-year delay for the birth or adoption of a child. The maximum delay for childbirth or adoption is two years.

7.2.3. **Credit Toward Time Required for Eligibility.** Tenured faculty who leave positions at other institutions in order to join the Seattle Pacific University faculty may be considered for tenure earlier than the above sequences provide (*Section 3.3*).

7.2.4. **Restoration of Tenure or Granting of Tenure at Appointment.** Persons who were formerly tenured at Seattle Pacific University, who have been separated from the institution for a time, and who are rehired may apply for restoration of tenure at the time of their reappointment. In rare instances, when a person of demonstrably outstanding merit is hired, the individual may apply through the school dean for tenure at appointment. The dean shall make a recommendation and forward the application and recommendation to the Faculty Status Committee, or during summer quarter or quarter breaks, to a subcommittee consisting of any three members of the Faculty Status Committee, who will make recommendation to the Provost. Procedures for recommendation to the Board of Trustees shall thereafter follow the procedures specified for granting tenure (*Section 7.4*). Tenure shall not be granted at appointment without affirmative recommendation from the dean, the Faculty Status Committee or its designated subcommittee, the Provost and the President. No letter of appointment shall be issued which promises restoration of tenure or tenure at appointment until the decision has been affirmed by the Board of Trustees. The application for restoration of tenure or granting of tenure at appointment shall include:

- A. a statement of Christian testimony and brief summary of the individual's Christian philosophy of higher education, presented in 1-2 pages each,
- B. current curriculum vita (no more than 2-3 pages unless special conditions dictate otherwise),
- C. (for restoration of tenure) Current Professional Development Plan and self-assessment, together with an administrative evaluation demonstrably similar to the school or college dean's response required of those who

have been recently employed at Seattle Pacific University,

- D. (for granting of tenure at appointment) A statement of the individual's professional goals, specifically and directly addressing the relationship of those goals to the mission and goals of the University,
- E. 2-3 reference letters (including some by experts outside SPU) citing specific empirical evidence of satisfaction of criteria for tenure, and
- F. at least the most recent three-year collection of student evaluations of teaching, in chronological order, supplemented by analysis by the candidate referenced to specific criteria, or, if such evidence is not available, other evidence of effective teaching demonstrably equivalent to such evidence and analysis.

7.3. **CRITERIA FOR TENURE** *(Section Updated 05/2004)*

Tenure evaluation will utilize the criteria for evaluating teaching faculty described in *Section 5.2*. In light of the long-term nature of the tenure commitment, assessment of the candidate's character and congruence with the mission of SPU will be a particular focus of this evaluation. Consideration of the candidate's competence and contribution will be concerned with assessing both the candidate's current strengths and the evidence that the candidate will maintain and build on these strengths when granted the benefits of the tenure relationship.

7.4. **PROCEDURE FOR TENURE** *(Section Updated 05/2001)*

7.4.1. **Schedule.** Annually, the Faculty Status Committee and the Office of The Provost shall announce the deadline date for tenure applications.

7.4.2. **Initiating Tenure Process.** The Office of The Provost is responsible to initiate the tenure process. This responsibility includes informing candidates of eligibility and deadlines. In CAS the dean shall also inform the candidate's department chair of the candidate's eligibility and deadlines.

7.4.3. **Preparation of Application.** The candidate has primary responsibility in making a strong case for his or her tenure, but shall be assisted in the process, particularly by a mentor.

7.4.3.1. **Candidate's File.** The candidate will prepare an application file that addresses the criteria for evaluation (*Section 5.2*). The file is to be divided into two parts as specified below. Files exceeding the specified page limits will be returned without review. The file should be submitted as an indexed PDF document that includes the following items:

Part I: Primary Documents:

- A. Preliminary materials: letters from the candidate's review committee, dean and/or department chair and a copy of the Pre-Tenure Review letter to the candidate from the Faculty Status Committee. [No page limit.]
- B. a *curriculum vitae*; [5 pages]
- C. a narrative that describes the development of the candidate's faith over the years, reflects the candidate's affirmation of the central claims of historic Christian teaching, interacts with the SPU Statement of Faith, and provides some indication of the current practices that form and sustain the candidate's faith and life—including participation in a local church; [4 pages]
- D. an articulation of the candidate's sense of vocation as a faculty member—touching on the interplay of the three major areas of teaching, scholarship, and service—that indicates congruence with SPU's mission of Christian higher education, conveys the candidate's philosophy of education, and includes some reflection on how the candidate understands Christian convictions to affect his or her work in each of the three areas; [4 pages]
- E. the candidate's analysis of and self-reflections on teaching strengths and areas needing cultivation, interacting with both student and peer input; [4 pages]
- F. a narrative describing the candidate's scholarly trajectory that indicates how he or she meets the scholarship standards of their school or department. [2 pages]

- G. a description of the types of service roles the candidate has taken on since coming to SPU; [2 pages]
- H. a self-assessment of expertise and availability for the specific service role of academic and vocational advising; [2 pages]
(Section Updated 06/2013)

Part II: Appendix: [no page limits]

- A. a current PDP, and the candidate's immediately prior PDP (both with dean or designee response);
- B. four representative syllabi;
- C. an unabridged record of all official university student evaluations for the last three years of teaching at SPU;
- D. peer-review assessments of the candidate's teaching, including at least one by a member of the candidate's school or department and one by a peer from outside of the candidate's school or department;
- E. samples of scholarly products the candidate has produced (particularly since coming to SPU), noting the role of peer review in their publication or reception;
- F. any further supporting documents (reference letters, commendations, reviews, and so on), which the candidate may wish to include that attest to the candidate's character, congruence with our mission, competence, or contribution.

7.4.4. **Role of Mentor.** During the winter quarter preceding the candidate's application for tenure, the mentor shall examine the candidate's application file and advise the tenure candidate of any necessary or appropriate alterations in the file. In addition, the mentor shall consult with the candidate's department chair to ensure that two or more tenured faculty observe the candidate in the classroom and write an evaluation of the candidate's performance for the candidate's file. (Section Updated 07/2012)

7.4.5. **Designating a Tenure Review Committee.** The candidate's dean will designate a Tenure Review Committee of no fewer than five (5) members to assess the candidate's qualifications for tenure and recommend for (or against) tenure by vote. Priority for membership on this committee will belong to tenured members of the candidate's academic department (schools will function as a department). In cases of small departments, additional members will be drawn from closely related departments.

7.4.6. **Deliberation of Tenure Review Committee.** During September of the year that the candidate applies for tenure the candidate's dean (or dean's designee) shall convene a meeting of the candidate's Tenure Review Committee. The candidate's file will be available to members of the Review Committee at least two weeks prior to this meeting. After a careful discussion of the candidate's application the members of the Tenure Review Committee present at the meeting shall vote on whether to recommend the candidate for tenure.

The candidate's dean (or dean's designee) shall be present at this meeting, may speak for or against the candidate, but shall abstain from voting. Following the meeting the dean (or dean's designee) shall draft a summary account of the oral comments of the members of the Tenure Review Committee and a record of their vote. This account will be circulated to members of the committee for approval. When appropriate, members of the committee can prepare minority reports to be appended to the summary account. When approved, this account will become part of the candidate's file.

7.4.7. **If the Candidate is Not Recommended for Tenure.** The Tenure Review Committee supports a candidate's application for tenure if and only if a majority of the members vote in favor of the candidate's being tenured.

Except in the terminal year of a candidate's eligibility, if the Tenure Review Committee does not support tenure, the process will move no higher. The committee's report shall include specific suggestions about: 1) area(s) needing improvement or change, and 2) appropriate forms of institutional support for the candidate. The candidate's dean shall present this report, with personal counsel, to the applicant. In addition, the dean shall inform the Faculty Status Committee that the candidate is not being recommended for tenure.

In the terminal year of one's eligibility for tenure, a candidate will be given the option to forward his or her file (including the Tenure Review Committee's report) through the further levels of evaluation for consideration. The applicant's decision to forward the file must be in writing, within the deadline schedule published by the Faculty Status Committee.

7.4.8. **Further Levels of Evaluation.** If the Tenure Review Committee supports the candidate's application for tenure, or if a candidate in the terminal year of eligibility chooses to forward a file without the committee's support, it will move through the following steps.

7.4.8.1. The applicant's dean will review the file and make a recommendation. In addition, the dean may, at his or her request or by Faculty Status Committee, supplement the application by presentation(s) to FSC, and may present the case in person, without vote, to FSC, who will notify the dean in advance of any significant questions or reservations to allow for appropriate response.

7.4.8.2. Faculty Status Committee shall, in consultation with the Provost, review the file and reach a decision of support or nonsupport for tenure. A statement of their recommendation will be added to the file.

7.4.8.3. The Provost shall review the applicant's file, including the action of the Faculty Status Committee, meet with the candidate for a personal interview, and determine a recommendation. The Provost will then inform the applicant of action taken to this point, including the recommendation of the Provost, and forward the application with all recommendations to the President.

7.4.8.4. The President shall review the application, meet with the candidate for a personal interview, and decide whether or not to support it. If the president decides to support the application, it shall be sent to the Board of Trustees for final approval.

7.4.8.5. The Board of Trustees, upon careful review of the President's recommendation, has sole discretion to determine whether to grant tenure.

7.4.8.6. Responsibility for notification. If any evaluating person or body (dean, Faculty Status Committee, Provost, President, Board of Trustees) fails to support a

recommendation for tenure from the departmental review committee, the candidate shall be notified in writing with reasons based on the criteria for tenure. The notification of non-support shall be given to the candidate at the level at which the decision is made, except that the President shall represent the Board of Trustees to the candidate if the decision not to support is made by the trustees.

8. **SEPARATION**

At times Seattle Pacific University or individual faculty members may find it necessary to sever their contractual relationship. To protect the interests of both parties, policies and procedures related to each category of separation are set forth. All separating faculty are required to arrange for an exit interview with the Office of Human Resources to receive information about continuation of benefits, to make arrangements for clearing any outstanding debts to the University, and to make arrangements for receiving the final paycheck. All University property, including keys, must be returned to the appropriate office before the exit interview.

8.1. **RESIGNATION**

Resignation is a severance action by which a faculty member voluntarily seeks to be released from a contract with the University. Late resignation creates a hardship for others, including colleagues who must conduct the search and appointment. It is therefore expected that written notice of resignation will be delivered to the dean no later than May 1, and even earlier notice would be helpful. A faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where substantial professional advancement or other opportunity would otherwise be denied. Unless otherwise negotiated in individual cases, resignation will be effective at the end of the academic year. All resignations are subject to approval by the Provost.

8.2. **RETIREMENT**

Faculty planning to retire from the University shall notify their dean, in writing, no later than December 15 of their final year. For information regarding retirement benefits and process, please contact the Office of Human Resources.

8.2.2 **RETIREMENT PLANNING**

Phased retirement and early retirement are voluntary options for a faculty member to consider in planning for retirement. At its discretion, the University may assist a full-time faculty member (defined as a workload of .75 FTE and above, *Section 1.5.1*) who wishes to phase to retirement with a less than 1.0 FTE contract; or it

may provide salary assistance to a faculty member who wishes to retire earlier than normal retirement age (as defined by Social Security).

In the phased retirement option, a full-time faculty member may petition their academic dean for a reduced workload/salary contract for a fixed number of years prior to retirement. The reduced workload and salary may vary each year of the contract. The faculty member would retire at the conclusion of the contract. Approval of the request shall be at the discretion of the academic dean and Provost, based on the best interests of the University and the faculty member. The academic dean will consult with the department chair about how to meet the teaching and advising needs that arise from the reduced workload. If approved, a signed contract between the faculty member and the University will stipulate the number of years and phased workload/salary in the plan. A tenured faculty member will retain tenured status except as modified by the contract. Faculty members in a phased retirement plan would continue receiving benefits for which they qualify: full benefits for years in which workload is .75 FTE and above; pro-rated benefits for years in which workload is .50 FTE or more but less than .75 FTE (*Sections 14.2, 14.3, and 14.4*). Faculty members in a phased retirement plan would retain eligibility for Emeritus status upon retirement, and the years of the phased retirement plan would count toward the eligibility standard (*Section 1.6.1*).

In the early retirement option, a faculty member between the ages of 62 and normal retirement age (as defined by Social Security) may request a voluntary separation agreement to provide salary assistance from the University to bridge the years remaining to normal retirement age. The petition is made to the faculty member's academic dean. It is the University's sole discretion to approve or deny the request. No such right, accrual or entitlement is given any faculty member that would require the University to approve the request for paid voluntary separation agreement. If approved, the University will negotiate with the faculty member a compensation plan to bridge the years until the faculty member reaches Social Security's defined normal retirement age.

In both options, once the faculty member is retired they have all applicable privileges of retired and Emeritus status (*Section 1.8*).

No statements in this section are intended to limit whatever arrangements might otherwise be negotiated for faculty retirement.

8.3. NON-REAPPOINTMENT

The decision not to reappoint an untenured faculty member is made at the sole discretion of the President. The President shall act on recommendation of the Provost and the Faculty Status Committee will be informed of non-reappointment decisions for non-tenured faculty who are on tenure track (*Section 2.2.1*).

Notification of non-reappointment of faculty shall be made by the University no later than March 1 of the first year of employment, and thereafter no later than December 15 of the terminal academic year.

Faculty contracted under provisions of externally funded grants shall be notified of employment status for the following contract term within 15 business days of the University's receiving grant award notification, or no later than March 1 (for faculty in their first year of full-time employment), or December 15 (for faculty in their second or subsequent consecutive year of full-time employment), whichever is later. Such term contracts/letters of appointment will include notation that the employment is subject to grant support, the source of external funding, and the anticipated grant renewal date(s) (*Section 2.1*).

Since a notice of non-reappointment is not a dismissal for cause, it is not necessary for the University to set forth its reasons. In courtesy to the faculty member the Provost may choose to provide reasons for the decision.

Any faculty member who believes the non-reappointment was unlawfully discriminatory may commence a grievance in accordance with procedures established in *Section 16* of this Handbook. The burden of proof in such case shall be on the faculty member.

8.4. **PROLONGED MENTAL OR PHYSICAL ILLNESS**

A tenured faculty member who for medical reasons is unable to perform all or a substantial part of regular duties for a period of more than six months may request a leave of absence without pay for up to one year at a time. The official form to apply for leave of absence is available through the Office of Human Resources. Renewal of the leave of absence, if granted, is not automatic and must be supported by current medical evidence. An individual who returns to regular duties after such a leave of absence continues in a tenured relationship with the University.

Termination of an appointment with tenure, or of any other appointment before the end of the appointment period, for medical reasons, will be based on evidence that it is more probable than not that the faculty member is and will be unable to perform the normal duties of the appointment because of ill health despite reasonable accommodation. Any decision to terminate under these provisions shall be reached only

after appropriate consultation, and after the faculty member has been informed of the basis of the proposed action and has been afforded an opportunity to respond to the evidence. If the faculty member so requests, the evidence will be reviewed by the Faculty Status Committee before the President makes a recommendation to the Board of Trustees. A faculty member whose appointment is terminated under this provision shall receive severance salary in accord with the current policy on disability payments and insurance.

8.5. **LAYOFF**

Layoff is a severance action by which the University terminates the continuous or notice contract of a faculty member before the term of appointment expires, without prejudice as to the individual's performance. Faculty laid off under these provisions shall have preference in rehiring according to procedures detailed in Section 8.5.4. Reasons for layoff are:

- A. discontinuation of program or significant portions of a discipline's offerings (*Section 8.5.1*),
- B. enrollment emergency (*Section 8.5.2*), and
- C. financial exigency (*Section 8.5.3*).

8.5.1. **Significant Curtailment of a Program or a Discipline.**

Termination of a faculty member's appointment may occur as a result of extensive change, including discontinuation of a curricular requirement, an academic program, or a discipline in whole or in large part. Decisions to make such extensive change are made by the President, after considering recommendations from the school, the dean, the Graduate or the Undergraduate Policies and Evaluation Committee, whichever is appropriate, and the Provost. The appropriate Policies and Evaluation Committee, before recommending to the President, shall schedule at least one open meeting to which all members of the faculty are invited not less than five calendar days in advance. If the appropriate Policies and Evaluation Committee's or the Academic Affairs' recommendation differs substantially from the school's recommendation, or the President's decision will differ substantially from the school's or the committee's recommendation, the recommending body(ies) will be informed of the expected change and allowed five working days to provide additional evidence before the recommendation is forwarded or the final decision announced. Individual layoff decisions resulting from such changes will

follow the general procedures and order of layoff specified in *Sections 8.5.4 and 8.5.5.2.*

Faculty laid off as a result of curricular change will receive notice according to the schedule in *Section 8.3.* or, if tenured, a minimum of 12 months before termination. The University will effect such change and end the faculty member's relationship with the University, when necessary, at the end of an academic year.

Faculty whose appointments are terminated pursuant to this Section have the rights delineated in *Section 8.5.8.*

8.5.2. Enrollment Emergency. Enrollment emergency is a sudden or unplanned, University-wide decline in student enrollment, the detrimental financial effects of which are too great or too rapid to be offset by normal procedures outlined in this Handbook. If such a decline occurs, the President, after consultation with the Faculty Budget Committee and the Faculty Council, Dean's Cabinet and the Dean's Budget Committee, and with the Executive Committee of the Board of Trustees, shall declare a state of enrollment emergency to the University.

8.5.3. Financial Exigency. Financial exigency is a serious institutional crisis presenting a critical, urgent need for the University to reorder its current fund monetary expenditures when it is unable otherwise to meet projected annual monetary expenditures with sufficient revenue. If the President believes that financial exigency exists, after consultation with the Faculty Budget Committee, the Faculty Council, and Dean's Cabinet, the President shall recommend a declaration of financial exigency to the Board of Trustees. Upon recommendation of the President, the Board of Trustees shall decide whether the financial crisis meets the criteria and whether a financial exigency should be declared.

Subsequently, the faculty shall be represented in administrative processes relating to program reorganization, or curtailment or termination of instructional programs, because of financial exigency, through the Graduate and Undergraduate Policies and Evaluation Committees and the Faculty Status Committee. Faculty shall not, however, necessarily be represented in individual personnel decisions; the President and the Board of Trustees shall have final authority in all matters related to financial exigency.

8.5.4. **General Procedures Regarding Layoff**

8.5.4.1. **Institutional Action.** Once a state of enrollment emergency or financial exigency has been declared, the Provost, in consultation with the deans and the Graduate and Undergraduate Policies and Evaluation Committees, shall recommend action to the President. The President shall then recommend action to the Board of Trustees for their approval. Such action may be to eliminate some disciplines or programs in whole or in part, or to distribute layoffs throughout the faculty so as to prevent the elimination of any program or discipline.

8.5.4.2. **Individual Reappointment.** Tenured faculty who are laid off shall be offered alternative positions in the University if there are openings for which they are qualified. If a ranked faculty member is laid off because of major program change, enrollment emergency or financial exigency, the position will not be filled within a period of three years from termination unless the terminated faculty member has been offered reappointment under conditions comparable to those held at the time of layoff, and has been given 90 days after written notice of the offer of reappointment within which to accept the reappointment in writing. The laid off faculty member is responsible to keep the University informed of his/her current address for the purpose of this section, and notice sent to the address by the University shall be presumed received if sent by certified mail, postage prepaid. Any individual who is offered a position under this provision, and who declines the offer or fails to respond within the 90-day period, shall be removed from the reappointment list and shall lose all rights under this provision.

8.5.5. **Specific Procedures Regarding Layoff.** Once the decision for major change, enrollment emergency, or financial exigency has been made, and specific disciplines or programs have been identified, the following procedures shall be followed:

8.5.5.1. **Involuntary Layoffs** will observe the following order:

A. Term contract faculty within the program or discipline shall be terminated first, except as necessary to avoid serious distortion of program integrity,

B. Faculty serving under notice contract shall be considered for termination in order of seniority and program integrity,

C. Tenured faculty shall be considered for termination in order of rank, seniority and program integrity. No tenured faculty member's appointment shall 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. A finding of extraordinary circumstances will be made by the Provost only after consultation with the dean, the appropriate Policies and Evaluation Committee(s), and the Faculty Status Committee,

D. The Provost shall provide the committees and interested parties with appropriate documentation supporting program integrity as well as rank and seniority.

8.5.6. **Layoff of Specific Faculty Members.** When layoff is necessary following provisions of *Section 8.5*, layoff of specific faculty members shall be recommended by the Provost after consultation with the school dean and the Faculty Status Committee. The Provost recommends to the President, who is responsible for the final decision.

8.5.7. **Special Provisions for Financial Exigency.** In the case of financial exigency where short notices and effective action are necessary, the following procedures shall be observed:

A. Faculty Affairs Committee and the Provost may advise the President to hold all contracts until May 31, and to serve notice to non-tenured faculty on nonrenewal of contracts, pending a final decision on the seriousness of the financial exigency.

B. Tenured faculty will receive one year's notice from the date of official decision by the Board of Trustees. Other faculty will complete the academic quarter in progress on the date of the decision by the Board of Trustees.

C. The University shall make a demonstrated effort to assist displaced tenured faculty in finding other employment.

8.5.8. **Right to Individual Appeal of Layoff.** Any faculty member who receives notice of layoff has the right to appeal through grievance (*Section 16*). The issue of such grievance shall be confined to procedural issues, including adequacy of sources of data and alleged violations of provisions of this *Section (8)*. The layoff will not be delayed in the case that the grievance is not settled by the effective date, nor will the grievance procedure be interrupted or denied because of the layoff.

8.6. **DISMISSAL FOR CAUSE**

Dismissal for Cause is a severance action by which Seattle Pacific University terminates its contract with the faculty member for just cause. Any individual contract is subject to action under this Section. Dismissal for Cause must be directly related to the fitness of a faculty member to continue as a teacher at the University, and shall not be used to restrain faculty members in their exercise of academic freedom.

8.6.1. **Conditions Prior to Action.** Unless the faculty member agrees that dismissal is appropriate and resigns, dismissal of a faculty member with tenure, or a person on special or probationary appointment before the end of the term or notice period, shall be preceded by:

- A. discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement (*Section 8.8*),
- B. informal inquiry by the Faculty Status Committee which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken, without its opinions being binding upon the President, and
- C. a statement of charges, framed with particularity and referring to the grounds listed in *Section 8.6.2*, by the President or the President's designee.

8.6.2. **Grounds for Dismissal.** In any case involving dismissal for cause, the burden of proof is defined as more probable than not. The burden of proof that just cause exists shall be on the University. Proof of cause shall be by the record considered as a whole. Dismissal proceedings may be instituted on the following grounds:

- A. failure to demonstrate, by way of the review processes detailed in Section 5, conformance to the University's standard of professional competence,

- B. continued neglect of academic duties despite oral and written warnings,
- C. serious personal misconduct,
- D. deliberate and serious violation of the rights and/or freedom of fellow faculty members, administrators, or students,
- E. conviction of a felony,
- F. serious failure to follow the professional ethics of one's own discipline,
- G. falsification of credentials and/or experience,
- H. failure to follow standards of the University as described in this Handbook after oral and written warnings,
- I. failure to follow standards of the University regarding harassment, discrimination, or behavior as specified in *Sections 9.5, 9.6, 9.7, 9.8, or 12.8*, and
- J. behavior inconsistent with the Christian mission of the University.

8.6.3. **Procedures.** Once the President has determined that cause for dismissal may exist, and has framed the charges as required by *Section 8.6.1*, the President or the President's designee shall send a statement of intent to dismiss the faculty member, together with the statement of charges, to the faculty member and to the Faculty Status Committee. Because of the nature of dismissal, no fixed time can be specified for notice; however, such action is usually not taken without prior discussion with and written warning to the faculty member.

Any member of the Faculty Status Committee who is disqualified by bias or interest shall withdraw from the case. The remaining members of the Faculty Status Committee shall review the charges and may, at their discretion, consult with the President and/or the faculty member before delivering their recommendation to the President. The President shall decide whether or not to accept the recommendation of the Faculty Status Committee and shall inform the faculty member and the Faculty Status Committee either that the proceeding has been completed favorably, or that the faculty member is dismissed for cause, or that other sanctions have been applied. If the

President's decision differs substantially from the recommendation of the Faculty Status Committee, the President shall inform the Committee of the nature of the deviation and the reasons for the deviation. This explanation shall be available to all parties as evidence in any subsequent hearing or grievance on the same charge.

Until the final decision has been reached, the faculty member will not be suspended or assigned to alternative duties unless direct harm to the individual faculty member or to others is, in the President's opinion, threatened by continuation in normal duties. If a decision to suspend is made, salary will continue during the period of suspension.

8.7. ACTION SHORT OF DISMISSAL

Under some circumstances, for the reasons cited in *Section 8.6.2*, the President may elect to impose a disciplinary action short of dismissal, such as temporary suspension without pay and/or withdrawal of faculty privilege. The President may consult with Faculty Status Committee to receive non-binding advice. In unusual circumstances, the President may take disciplinary action without previous citation or warning.

A faculty member may be suspended temporarily when the President has probable cause to believe that the faculty member's continued presence at the University is highly likely to pose direct threat of harm to the University or individual members of the University community. Such suspension shall be with pay and shall last only so long as the threat of harm continues or until dismissal for cause occurs.

8.8. PROGRESSIVE DISCIPLINE POLICY

As a part of the mutual commitment of faculty and University to redemptive action, when annual or special evaluation or other evaluative process leads to questions of competence or neglect of duties, the faculty member involved will be contacted in writing by the administrative officer responsible for the evaluation describing the alleged problem; describing the nature of corrective action which, in the opinion of the administrative officer, will alleviate the problem; and stipulating a period of time within which the problem must be corrected. If the problem seems serious enough to warrant consideration of dismissal, the Provost will warn the faculty member in writing that the faculty member's contract status is in jeopardy, and will stipulate a time at which the record will be re-examined to determine whether it has been corrected. If the faculty member does not contest the allegation and fulfills the contractual duties, the matter is settled. If the faculty member fails to correct the negligence, dismissal or a lesser sanction may be applied as described in *Section 8.6*.

8.9. **RIGHT TO APPEAL**

Any faculty member disciplined or dismissed following provisions of *Section 8* has the right to timely appeal following procedures described in *Section 16*. The burden of proof in such appeals, unless otherwise specified in *Section 8*, lies with the institution. Termination shall not be delayed because of the appeal, nor shall the appeal be denied because of termination.

9. **FACULTY RIGHTS AND RESPONSIBILITIES**

Membership in the academic profession carries with it responsibilities for the advancement of knowledge, the intellectual and personal growth of students, and the improvement of society. Moreover, the faculty of Seattle Pacific University undertake a special obligation to understand the nature of Christian higher education and to appreciate the unique characteristics of this University and its special purpose and mission.

The Seattle Pacific University community recognizes that Christians embrace and display vital faith in a variety of theological expressions, worship forms, gifts and ministries. At the same time, a set of shared Christian commitments gives the University its distinctive identity. Faculty members are expected to serve as models of living, growing Christian faith. Such faith is generally characterized by trust in the God of pure, unbounded love as the source and goal of human living; life-centering relationship to Jesus Christ and life-shaping imitation of his life of love; responsiveness to the Holy Spirit's purifying and renewing of life; active participation in the life of a community of Christian faith; willingness to be guided and enlivened by the belief, worship, and practice of earlier generations of Christians; and enthusiasm in witnessing to the good news concerning Jesus Christ in a world needing, yet too often indifferent to, the abundant life He offers.

In relationships with students faculty are significant role models of scholarly activity, values, and individual and social responsibility based on sound interpretation of the biblical witness, broad knowledge of the various Christian traditions (including the Wesleyan tradition that has most directly shaped Seattle Pacific University), vigorous use of God's gift of human reason, and deep sensitivity to the experience and practice of Christian faith. Respect for students, and for the diversity of their beliefs, entails acceptance of the persons coupled with thoughtful expression by faculty of their own beliefs and honest discussion of their own responsibilities in the home, the church, the University, and society at large.

At Seattle Pacific University, the faculty member's overall responsibilities generally include teaching, as paramount; scholarship and professional activity which support teaching; willing participation in University governance; and service to the church and the community. Each faculty member is responsible to carry out satisfactorily these duties, especially as they are described in the

individual contract/letter of appointment but also as they are more specifically defined in this Handbook.

Seattle Pacific University considers spiritual formation to be a central, core value of the community. A key goal is to be effective and intentional about the spiritual growth and development of our students. In doing so, the faculty, staff, and board members commit to spiritual formation in their own lives as well. The hope is to model, teach, and provide guidance for a vital, authentic commitment to Jesus Christ. To facilitate this process the following guiding definition of spiritual formation has been adopted at Seattle Pacific University:

Spiritual formation at Seattle Pacific University encourages members of the community to make Jesus Christ the authentic center and integrating power of their lives. This transforming and developmental process enables Christian growth and maturity among all community members in at least the following ways: by promoting the spiritual disciplines, including scripture reading, prayer, and worship; by fostering spiritual mentoring; by modeling a community of love, justice, reconciliation, support, authenticity, and civility; by encouraging an informed and thoughtful faith; and by cultivating and advancing faith through service.

This purpose lies at the heart of the University. All members of the community are expected to join this worthy goal.

This section describes additional rights and responsibilities essential to professionals in Christian higher education. New or amended policies developed for inclusion in this Handbook will be approved by appropriate bodies of the University and will be disseminated to the University community. Each faculty member is responsible to know these regulations and to make a reasonable effort to adhere to them. If questions of interpretation arise before new policies are included in the Handbook, the questions shall be directed to the administrative officer responsible for framing the policies.

9.1. RESPONSIBILITIES OF FACULTY

9.1.1. **Principal Occupation.** Faculty are appointed with the expectation that they will be principally occupied with the academic and personal growth and development of students during all terms of the academic year (*Section 11.2*). While professional development and service are encouraged, teaching and advising shall be the primary concern and occupation of all faculty unless the individual contract specifies otherwise.

9.1.2. **Course Offerings and Content.** Faculty members are expected to conduct their classes at a level appropriate to the

level of the assigned course. Each instructor is responsible for planning and presenting the assigned course material; establishing course objectives and requirements and making them known to students; selecting texts and supplemental materials; and grading students' assignments and course performance.

9.1.3. **Absence and Class-Related Duties.** Historically it has been assumed that a five quarter credit class meets daily for a 50-minute class period with the professor present at that time each week in a 10-week quarter. However, both faculty and students realize that learning takes place inside and outside the classroom, and that better learning activities may sometimes be available through patterns other than the historically accepted one. Faculty members are at liberty to plan their courses with varying attendance schemes so long as standards of quality are maintained.

9.1.3.1. **Unusual Class Sessions.** Once approval has been received from the dean for an unusual class session pattern, and the pattern is described to students in the course outline, the faculty member is obligated to keep that attendance "contract" with the students. Tardiness to classes and dismissal for other than unavoidable reasons (similar to those acceptable for students) is considered a breach of that commitment.

9.1.3.2. **Faculty Illness.** Any faculty member who is too ill or for some other emergency reason unable to attend scheduled classes will report to the dean. In case of prolonged illness (more than one or two class sessions), the dean will attempt to arrange for other members of the faculty to provide alternative learning experiences for the students. If the illness or emergency extends more than one week, efforts will be made to find a substitute (*Sections 14.2.3 and 14.2.4* explain disability insurance protection and related University policy on long-term illness; *Section 8.4* details separation procedures for faculty who are permanently unable to perform regular duties).

9.1.3.3. **Cancellation of Class Sessions.** Any faculty member who cancels a class session, whether for emergency or other reason, is expected to report the cancellation as soon as feasible to the dean or department chair and, if the students have not been informed in advance, to have notice of cancellation

placed in the classroom. When possible, the University requests that an alternative use of the scheduled class time be suggested or assigned by the faculty member. When a class must be canceled and notice placed in the classroom, and the faculty member's dean, department chair or administrative assistant is not available; the instructor may call the Office of the Provost for assistance.

9.1.4. **Availability and Office Hours.** Each full-time faculty member is assigned an office space and is expected to be available to students during posted office hours and/or by special appointment. The individual faculty member is responsible to post office hours and to provide the school administrative assistant with a copy of those hours so that students and others may conduct University business.

9.1.5. **Student Recruitment, Advising, Counseling.** From time to time, as appropriate, some faculty might assist the admissions process directly. One of the most significant services a faculty member can render in this category is to express sincere personal interest in students. Occasionally, when faculty members are representing the University outside the greater Seattle area, the Office of Admissions may request that students be contacted as a personal part of the recruitment effort.

All full-time faculty in most disciplines are expected to assist students in selecting courses for registration each quarter. The Director for Faculty Advising assigns students to faculty for advising.

9.1.6. **Share in Governance.** Each full-time faculty member is expected to assume some activities in the operation of the University which are not directly instructional in nature. Evaluation processes specify that some of these activities will be evaluated; the individual and the dean are jointly responsible to assure that the individual is available for some governance activities and that the individual does not assume such a heavy load in these areas as to interfere with the primary tasks of teaching and advising.

9.1.6.1. **School Meetings.** Deans will call regular meetings of the school faculty and the school curriculum committees, and will file minutes of the meetings in the Office of the Provost. Regular attendance of all

full-time faculty of the school is expected at school faculty meetings.

9.1.6.2. **Service on Committees or Task Forces.** Faculty serve on standing committees of the faculty. Other task forces and advisory bodies may be established from time to time by Faculty Council, Faculty Senate or administrators.

9.1.7. **Major Academic Events.** Faculty are required to take part in major academic events such as faculty retreat, commencement and all-University convocations. Specific information concerning these events is distributed by Faculty Council or the Office of the Provost, with provision made for legitimate excuses (*Section 11.6*).

9.2. **ACADEMIC FREEDOM**

All members of the faculty, whether tenured or not, are entitled to academic freedom. Seattle Pacific University, as an institution of higher learning within the evangelical, Christian tradition, respects the historical commitment of the academy to academic freedom. We believe that the pursuit of truth is an obligation of the Christian scholar and teacher.

In the light of this overall commitment, Seattle Pacific University endorses academic freedom. The generally accepted definition of academic freedom is developed in the 1940 Statement of Principles on Academic Freedom and Tenure, formulated by the Association of American Colleges and the American Association of University Professors. That definition, extended in the AAUP Interpretive Comments of 1970 and amended in 1990, includes the freedoms and responsibilities which we summarize as follows:

- A. Freedom in the search for truth, including research and publication, coupled with the obligation to perform other academic duties faithfully and to deal responsibly with the institution in matters of pecuniary return;
- B. Freedom in the classroom to discuss controversial matters while avoiding content unrelated to the subject; and
- C. Freedom to speak or write in the public forum while maintaining accuracy, restraint, and respect for the opinions of others, and with care that one's opinions are seen as individual and not as representing the institution.

Beyond this summary, Seattle Pacific University recognizes as fundamental the following, in accordance with the 1940 Statement of Principles:

We accept the Holy Scriptures, and the life and teachings of Jesus Christ, as authoritative in matters of faith, morality, practice, and learning.

The Free Methodist Church has, since its inception, maintained that biblical authority is central. In keeping with the teachings of John Wesley, founder of Methodism, we hold that this central authoritative text is best interpreted through full exercise of the rational capacity which God has granted to humans; the collective experience of the Christian church as reflected in its traditions; and individual experience. Scripture teaches the importance of speaking the truth in love. Therefore, Seattle Pacific University fully supports its faculty in the free search for and expression of truth, always in the context of Christian love.

All members of the Seattle Pacific University community are called on to seek continually to transform their own scholarship, teaching, reflection, and service in the light of Holy Scriptures. Christian tradition, as presented in the ancient ecumenical creeds (e.g. the Apostles' and Nicene creeds), and in current formulations such as the Articles of Religion in the Book of Discipline of the Free Methodist Church of North America also serves as a guide for our scholarly work.

9.2.1. **Academic Freedom for Librarians.** Professional librarians are often present at the point of student contact with ideas. Therefore librarians are accorded the privileges of academic freedom when:

- A. selecting publications, particularly when consulting with teaching faculty. This includes determining what to discard from an existing collection and what to accept or refuse from donors,
- B. determining restrictions on circulation or access to library materials, especially when advised by teaching faculty,
- C. determining the degree of prominence in shelving selected library materials,
- D. issuing bibliographies that may include controversial publications, and

E. advising students what to read or study, particularly when this advice is given in response to student requests for research assistance.

9.2.2. **Enforcement.** Violations of this policy are subject to review, hearing and/or grievance under the provisions of *Section 16* of this Handbook.

9.3. **PROFESSIONAL ETHICS**

Although no rules or professional code can either guarantee or substitute for the faculty member's personal integrity, the 1966 "Statement of Professional Ethics" of the American Association of University Professors states the obligations assumed by all members of the academic profession. That statement, as amended in 1990 and reproduced here in abbreviated form with additions, is made a part of the ethical expectations of faculty members at Seattle Pacific University.

9.3.1. **Members of faculty**, 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 they 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 they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

9.3.2. **As teachers**, faculty encourage the free pursuit of learning by their students, holding before them the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guide and counselor. They make every reasonable effort to foster honest academic conduct and to assure that their evaluation of students reflects students' true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect students' academic freedom.

9.3.3. **As colleagues**, faculty have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the

opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.

- 9.3.4. ***As members of their institutions***, faculty seek above all to become effective teachers and scholars. Although they observe the stated regulations of the institution, provided that the regulations do not contravene academic freedom as described in *Section 9.2* they maintain their right and obligation to criticize and seek revision of policies. They determine the amount and character of the work they do outside and inside the institution with due regard to their paramount responsibilities as faculty. When considering the interruption or termination of their service, they recognize the effect of their decision on the program of the institution and give due notice of their intentions.
- 9.3.5. ***As members of their community***, faculty have the rights and obligations of other citizens. They measure the urgency of these obligations in light of their responsibility to their profession and to their institution. When they speak or act as private persons, they avoid creating the impression that they speak or act for their institution. They recognize that, as citizens engaged in a profession that depends on freedom for its health and integrity, they have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.
- 9.3.6. ***As scholars and researchers***, faculty members are responsible to propose, conduct and report research with integrity. This responsibility includes, but is not necessarily limited to, avoiding deception at all stages; conducting research on human subjects only with the highest ethical standards and with appropriate review; proper care of animals used in research; avoiding plagiarism (including use of students' ideas without their permission and without citation of debt to them); and refraining from use of privileged information.
- 9.3.7. ***As employees***, faculty, in common with all trustees, officers, and other employees, acknowledge a fiduciary relationship with the University based on loyalty, trust, good faith, and candor in performing job-related duties. In order to avoid conflict of interest or appearance of conflict of interest, each employee is urged to use good judgment, high ethical standards, and honesty in all job-related business dealings.

Every employee of the University who is involved in a situation, which may give rise to actual or apparent conflict of interest, shall advise the President of that situation. The President will review any perceived conflicts of interest and decide on their disposition.

9.3.8. **As Christians.** In addition to the normal ethical standards of the profession, and because of Seattle Pacific's commitment to its Christian mission, faculty are called to a standard that even exceeds those of the world. Such Christian standards are based on the authority of Scripture. It is the high calling of the Seattle Pacific faculty member to search for clarity from the Scriptures in all matters of ethical behavior and to seek always to live by these worthy standards.

9.4. **POLICY ON NONDISCRIMINATION**

It is the policy of Seattle Pacific University not to discriminate on the basis of race, color, national origin, sex, age or disability in admissions and access to, or treatment or employment in its programs or activities, as required by Section 504 of the Rehabilitation Act of 1973, as amended, the American's with Disabilities Act, as amended (to the extent applicable to the University), Title IX of the Educational Amendments of 1972, as amended, Title VI of the Civil Rights Act of 1964, as amended, and the Age Discrimination Act, as amended, and their implementing regulations.

As a religious educational institution operating under the auspices of the Free Methodist Church of North America, Seattle Pacific University is permitted and reserves the right to prefer employees or prospective employees on the basis of religion.

For any questions regarding this policy, please contact the following persons:

Section 504 Coordinators:

Primary - Assistant Director, Center for Special Populations

Secondary - Vice President for Campus Life

Title IX Coordinators:

Primary - Vice President for Administration and University Relations

Secondary - Director of Human Resources

Age Discrimination Compliance Coordinator:

Director of Human Resources

If persons believe they may have been discriminated against in violation of this policy, they should immediately contact the Section 504

Coordinators, the Title IX Coordinators, the Age Discrimination Compliance Coordinator, the Office of Campus Life or the Office of Human Resources for a copy of the University's Discrimination Grievance Procedures. If, due to a disability, persons require reasonable accommodations to perform the essential functions of their job, they should immediately notify their supervisor and the Director of Human Resources.

9.5. **POLICY ON RACIAL OR ETHNIC HARASSMENT**

9.5.1. **Purpose.** Seattle Pacific University is committed to cultivating and celebrating cultural diversity within the learning community. The University holds that all persons are created in the image of God and possess intrinsic dignity and worth. Likewise, the University respects and values the uniqueness of each racial or ethnic group, and all University employees and students enrolled in the University assume the obligation to observe conduct which advances these ends.

9.5.2. **Complaints and Questions.** Violation of or questions regarding this policy will be reported immediately to one of the Complaint Reviewers named in *Section 9.7* for corrective action or clarification. The University strictly prohibits any retaliation against any student or employee who, in good faith, has registered a complaint under this procedure. Anyone who believes s/he has been retaliated against for registering a complaint will use the same complaint procedure.

9.5.3. **Enforcement.** Any student or employee who violates the University's racial harassment policy is subject to disciplinary action up to and including expulsion or dismissal.

9.5.4. **Procedures.** Procedures for dealing with racial or ethnic harassment are described in *Section 9.7*.

9.6. **POLICY ON SEXUAL HARASSMENT**

9.6.1. **Purpose.** Seattle Pacific University is committed to maintaining an environment free of sexual harassment. Members of our community have the right to work, study, and communicate with one another in an atmosphere free from unsolicited and unwelcome communication of a sexual nature. The sexual harassment policy and procedures are intended to provide fair and equitable treatment for both the complainant and the alleged harasser.

9.6.2. **Position of the University.** Sexual harassment is in violation of Title VII of the Civil Rights Act of 1964, as well as of University policy. The University will not permit such harassment, and will promptly and aggressively pursue the resolution of any complaint that such conduct has occurred.

9.6.3. **Definition.** Sexual harassment is defined as any unwelcome sexual conduct (verbal or physical) or statements which create an environment encouraging such conduct. Examples of sexual harassment are:

- A. making acceptance of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature a condition (expressed or implied) of the employee's continued employment or the student's matriculation, or
- B. making submission to or rejection of such conduct the basis for employment decisions affecting the employee, or for academic, employment, or financial decisions affecting the student, or
- C. stating or implying that a particular employee's advances in employment, or a particular student's grades, academic awards, financial aid, scholarships, or other assistance, evaluations, or recognition received from the University, have resulted from the granting of sexual favors or the establishment or continuance of a sexual relationship, or
- D. stating or implying that a particular employee's or student's performance is attributable in whole or in part to the gender of the person, or
- E. commenting on particular characteristics associated with a particular sex (e.g. an employee's legs or physique), or
- F. creating an intimidating, hostile, or offensive working, academic, or living environment by such conduct or comments.

9.6.4. **Procedure**

9.6.4.1. **Grievance Officers.** The professionals who have been designated by the University as grievance officers are the Dean of Students, the Director of Human Resources, and a representative of the faculty. Grievance officers do not serve as legal

consultants or advocates for either party. The role of the grievance officer is to collect information about complaints of sexual harassment and to facilitate a fair and equitable investigation process.

9.6.4.2. **General Inquiries.** Any student or employee who believes he or she has been the subject of sexual harassment or has concerns about the appropriateness of the behavior of a student or employee should report the behavior immediately to one of the University's grievance officers.

9.6.4.3. **Process.** If the complainant wishes to proceed, the investigation will take place according to the following procedure. The grievance officer will interview the complainant and request that the complainant prepare a written complaint. Additionally, the officer will make any appropriate referrals (e.g. to counseling, rape relief, etc.).

9.6.4.3.1. **Consultation with Director of Human Resources.** *If the alleged harasser is an employee* and the grievance officer approached by the complainant is not the Director of Human Resources, the grievance officer will consult with the Director of Human Resources before proceeding further.

9.6.4.3.2. **Presentation of Complaint.** *If the alleged harasser is a student*, the written complaint will be submitted to the alleged harasser by the student discipline officer (as designated by the Vice President for Campus Life) and the grievance officer for investigation and action.

If the alleged harasser is an employee, the written complaint will be submitted to the alleged harasser by the grievance officer and the area vice president (or designee) of the alleged harasser for clarification and resolution.

9.6.4.3.3. **Investigation.** *If the alleged harasser is a student*, the alleged harasser must provide a written response to the student discipline

officer within five working days of receipt of the written complaint. If necessary, further investigation will be conducted by the student discipline officer and the grievance officer, and may involve personal interviews and research.

If the alleged harasser is an employee, the alleged harasser must provide a written response to the grievance officer within five working days of receipt of the written complaint. If necessary, further investigation will be conducted by the grievance officer and the area vice president (or designee) of the alleged harasser, and may include interviews and research.

9.6.4.3.4. **Recommendation.** ***If the alleged harasser is a student***, after all pertinent data have been collected, and in consultation with the Associate Vice President for Academic Affairs/Dean of Students and the grievance officer, the student discipline officer will recommend a resolution of the complaint to the President.

If the alleged harasser is an employee, the grievance officer will, in consultation with the vice president (or designee), make a recommendation to the President for resolution of the complaint.

9.6.4.3.5. **Corrective Action.** Corrective action will be proportionate to the severity of the offense, up to and including expulsion/dismissal.

The grievance officer or student discipline officer will relate the approved corrective action to the complainant and to the alleged harasser. If either party is dissatisfied with the resolution, that party may access the University Grievance Procedure (*Section 16*) (or the Student Discipline Appeal Process, if the alleged harasser is a student).

9.6.4.4. **Faculty and Supervisor Responsibilities.** Any faculty member or supervisor who has knowledge of

an incident or alleged incident of sexual harassment is required to contact one of the three grievance officers immediately, whether or not a formal complaint will be filed. Since failure to act could be interpreted as condoning the prohibited behavior, faculty and supervisors must act promptly.

9.6.4.5. **Employee and Student Responsibilities.** All employees and students are to participate in assuring that the workplace is free from sexual harassment. Their responsibility is to avoid any behavior which could be perceived by another as sexual harassment. Also, any employee or student with a complaint of sexual harassment by a co-worker, supervisor, or faculty/staff member is responsible to bring the complaint to the attention of one of the grievance officers. Additionally, any employee or student who has knowledge of an incident or alleged incident of sexual harassment should strongly encourage the complainant to seek the counsel of one of the grievance officers or should personally report the incident to a grievance officer if the complainant is reluctant to do so.

9.6.5. **Protections**

9.6.5.1. **Confidentiality.** Special safeguards will be applied in handling sexual harassment complaints, in order to protect (as far as is possible) the privacy of the complainant and the alleged harasser. However, in order to act on behalf of all its students and employees, the University cannot guarantee the anonymity of an individual making or filing a formal or informal complaint.

9.6.5.2. **False Claims.** Given the nature of this type of harassment, the University recognizes that false allegations of sexual harassment can have serious effects on innocent men and women. Therefore, the University may take disciplinary action in cases where frivolous or vexatious complaints are submitted.

9.6.5.3. **Retaliation.** The University not only prohibits harassment, but also strictly prohibits any retaliation, intimidation, or coercion directed against an employee or student who, in good faith, has registered a complaint or reported an incident, or who intends to

do so. Any employee or student who, after appropriate investigation, has been determined to have retaliated against an employee or student for utilizing, or expressing the intent to utilize, the complaint procedure in this policy will be subject to disciplinary action, up to and including immediate dismissal/expulsion. If any employee or student believes he or she has been retaliated against for exercising the procedures under this policy, the employee or student should directly and immediately contact one of the grievance officers or the President's Office.

This policy and procedure statement does not interfere with the right of an individual to seek legal counsel or representation. Any deviation from or modification of this policy must be approved by the President's Office.

9.7. **PROCEDURE FOR DEALING WITH COMPLAINTS OF HARASSMENT OTHER THAN SEXUAL HARASSMENT**

Definition. Throughout these procedures, the term "harassment" without a modifying adjective, such as "racial or ethnic," refers to any behavior prohibited in *Section 9.5, 9.6, 9.7, or 9.11* of this Handbook, including discrimination, harassment or abuse; the term "harasser" refers to a person who perpetrates discrimination, harassment or abuse.

9.7.1. **Responsibilities of All Faculty and Supervisors.** Any faculty member who has knowledge of an alleged incident of harassment is required to contact one of the three complaint reviewers immediately, whether or not a complaint will be filed. Since failure to act could be interpreted as condoning the prohibited behavior, prompt action is required. Anyone who has knowledge of an incident or alleged incident of harassment should strongly encourage the complainant to seek the counsel of one of the complaint reviewers and shall personally report the incident to one of the complaint reviewers immediately.

9.7.2. **Complaint Reviewers.** The professionals who have been designated by the President to hear and expedite resolution of complaints are the Vice President for Campus Life, the Faculty Ombudsperson, and the Administration-Staff Ombudsperson. Any individual with a question or a complaint about possible harassment is encouraged to contact any of these officers. These persons do not serve as legal consultants or advocates for either party. The role of the complaint reviewer is to collect

information about complaints of harassment and to facilitate a fair and equitable investigation process.

9.7.3. **Process.** If the complainant wishes to proceed, the investigation will take place in this order:

- A. **Interview.** The complaint reviewer will interview the complainant and request that the complainant prepare a written complaint. Additionally, the officer will make appropriate referrals (e.g. to counseling, rape relief, etc.).
- B. **Consultation with Director of Human Resources.** If the alleged harasser is an employee, the complaint reviewer will consult with the director of personnel before proceeding further. The Director of Human Resources is responsible to these officers, keeping records and ensuring that the process proceeds in a timely and orderly fashion.

C. **Presentation of Complaint**

- 1. ***If the alleged harasser is a student***, the written complaint will be delivered to the alleged harasser by the student discipline officer (as designated by the Vice President for Campus Life) and the complaint reviewer. Investigation, action and resolution will follow procedures described in the Student Handbook.
- 2. ***If the alleged harasser is an employee***, the written complaint will be delivered to the alleged harasser for resolution, by the complaint reviewer and the area vice president of the alleged harasser, or the vice president's designee. Investigation, action and resolution will follow procedures described in the appropriate source: for staff, the Staff Handbook; for faculty, the Faculty Employment Handbook.

D. **Investigation**

- 1. ***If the alleged harasser is a student***, the alleged harasser must provide a written response to the student discipline officer no later than five working days after receiving the written complaint. If necessary, further investigation will be conducted by the student discipline officer and the complaint reviewer, and may involve personal interviews and other research.

2. ***If the alleged harasser is an employee***, the alleged harasser must provide a written response to the complaint reviewer no later than five working days after receiving the written complaint. If necessary, further investigation will be conducted by the complaint reviewer and the appropriate vice president or designee, and may involve personal interviews and other research.

E. Recommendation

1. ***If the alleged harasser is a student***, after investigation, the student discipline officer, in consultation with the vice president for student life and the complaint reviewer (if the complaint reviewer is not the Vice President of Campus Life), will recommend to the President a resolution of the complaint.
2. ***If the alleged harasser is an employee***, the complaint reviewer, in consultation with the appropriate vice president or designee, will recommend to the President a resolution of the complaint.

F. **Corrective Action and Appeal.** Corrective action will be proportionate to the severity of the offense, up to and including expulsion or dismissal. The complaint reviewer or the student discipline officer will relate the approved corrective action to the complainant and to the alleged harasser. If either party is dissatisfied with the resolution, that party may appeal to the appropriate grievance procedure:

1. ***If the alleged harasser is a student***, through the Student Discipline Appeal Process,
2. ***If the alleged harasser is a member of staff***, through the University Grievance Procedure,
3. ***If the alleged harasser is a faculty member***, through the provisions of *Section 16* of this Handbook.

G. Protections

1. **Confidentiality.** Special safeguards will be applied in handling complaints of harassment, in order to protect (as far as is possible) the privacy of the complainant and the alleged harasser. However, in order to act on behalf of all its students and employees, the University cannot

guarantee the anonymity of an individual making or filing a formal or informal complaint.

2. **False Claims.** Claims of harassment may, under some circumstances, have effects on the innocent. Therefore, the University may take disciplinary action in cases where false or frivolous complaints are submitted.
3. **Retaliation.** The University prohibits not only harassment, but also any retaliation, intimidation, or coercion directed against an employee or student who, in good faith, has registered a complaint or reported an incident, or who intends to do so. Any employee or student who, after appropriate investigation, is determined to have retaliated against an employee or student for using, or expressing the intent to use, the complaint procedure in this policy will be subject to disciplinary action, up to and including immediate expulsion or dismissal. Anyone who believes s/he has experienced retaliation for exercising these procedures should directly and immediately contact one of the complaint reviewers or the President's office.
4. **Legal Rights.** This statement does not interfere with the right of an individual to seek legal counsel or representation. However, parties in the University hearing phase of a grievance proceeding are not allowed to have legal counsel present at the hearing.

Any deviation from or modification of these policies on discrimination, harassment, and abuse must be approved by the President, who is prohibited from authorizing unlawful deviations.

9.8. AMOROUS RELATIONSHIPS POLICY

- 9.8.1. **Definition.** The term "faculty" or "faculty member" means any person who teaches and/or who holds faculty rank at Seattle Pacific University, including the President, the Provost, and all persons who are directly or indirectly responsible to the Provost. The term "Amorous Relationships" includes actions that suggest the existence of exclusive romantic interpersonal commitments. A faculty member who dated a student, for example, would be entering into an amorous relationship by virtue of the exclusivity of dating. Recognizing the possibility of sexual relations in such relationships, the University lifts up the

Christian ideal of marriage and contends that all sexual intimacy shall be within the bounds of marriage.

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

Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them or their work, making recommendations for their further studies or their future employment, or conferring any other benefits on them. Such situations greatly increase the chances that the faculty member will abuse this power and sexually exploit the student. Voluntary consent by the student in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Amorous relationships between faculty members and students are therefore prohibited when the faculty member has any level of professional responsibility for the student.

9.9. **ACADEMIC INTEGRITY, COMPLAINTS AND APPEALS**

- 9.9.1. **Academic Integrity.** A breach of academic integrity occurs when students receive academic benefits they did not earn through their own work. In its more blatant forms, academic dishonesty includes, but is not limited to: copying another's work on an exam; preparing for an exam by using test questions from a stolen exam; bringing concealed answers to an exam; turning in another person's work as their own; committing plagiarism, that is, copying portions of another's words from a published or electronic source without acknowledging that source.

It is not dishonest to discuss possible answers to an exam question as part of a study group, to discuss ideas for a paper with other members of the class, or to ask a friend to read a

draft of a paper for suggestions to improve it, unless the professor has prohibited these activities.

It is not dishonest to summarize, paraphrase, or quote the words of others in a paper so long as the student acknowledges the sources with appropriate citations.

Guidelines for Penalties Against Academic Dishonesty

The penalties for breaches of academic integrity shall be clearly spelled out in a course syllabus; they may range from no credit for the work in question to no credit for the course. Both the students and the instructor have obligations to report and to prevent cheating, plagiarism or other academic misconduct.

If the instructor suspects academic dishonesty, the following guidelines apply:

- A. The instructor arranges a conference with the student to discuss the incident.
- B. If, following the conference, the instructor is convinced that the student violated academic integrity; the instructor may propose appropriate action. If the student accepts such action as appropriate, both student and instructor will verify this in writing and no further penalty will be necessary.
- C. If agreement is not reached between the instructor and the student, the instructor may propose a grade penalty against the student by notifying the appropriate school dean in writing with supporting evidence. The penalty imposed will be commensurate with the degree of offense, from loss of credit for the work involved in the infraction to loss of credit for the entire course, such penalty to be determined in consultation with the school dean. The notification, supporting evidence, and the school dean's written concurrence with the penalty will be sent to the Dean of Student Development and Campus Life for inclusion in the student's personal file. The student may appeal this action by following the process outlined under "Appeals of student academic complaints."
- D. In the case of repeated offenses or of flagrant dishonesty that warrant probation or dismissal from the University, charges will be made in writing by the instructor through the appropriate school dean to the Dean of Student Development and Campus Life. The student may appeal

this action through the Campus Life Committee and then to the President of the University.

- E. If the act of dishonesty is associated with a criminal act (e.g. breaking into a faculty office) or with concerted group effort (all or part of a class), such cases will be immediately referred to the Dean of Student Development and Campus Life.

9.9.2. **Appeals of Student Academic Complaints.** The Student Handbook details acceptable grounds and processes for student academic complaints. Expectations and criteria must be faithful to the catalog descriptions of the course and clearly stated in the course syllabus, outline, or individual study agreement, and the faculty member is responsible to correct clerical errors as they occur. The student's first place of complaint is to the faculty member. Student appeals of faculty decisions must be in writing; the intent is always to resolve the appeal at the most immediate level; and academic appeals are allowed only on grounds of unfair treatment against the stated standards, not against the professional judgment of the faculty member.

9.9.3. **Levels of Appeal.** For appeals on academic decisions such as grades on course activities, evaluations, course grades, and decisions on program admissions, the levels to be followed in order are:

- A. Faculty member(s) at the course level
- B. Department Chair (if applicable)
- C. Dean (Graduate Director first if graduate student)
- D. Provost
- E. President

Academic petitions regarding general University matters such as decisions on graduation requirements or other Catalog academic regulations may be made in the following order:

- A. Office of Student Academic Services (Graduate Director if graduate student)
- B. UPEC or GPEC
- C. Dean
- D. Provost
- E. President

The decision of the President in any student appeal shall be final.

9.9.4. **Acceptable Evidence.** Most academic complaints will be resolved at the level of conference between the student and the faculty member. In the exceptional case when the student appeals a decision, the complaint must be in writing. Before a judgment of error is made against the faculty member, the faculty member will be informed of the appeal and given opportunity to respond. Recollections of advice and agreements can be undependable and may reflect what the individual intended or expected, rather than what actually transpired; therefore, formal evaluations from a class, course syllabi or assignment sheets, the University catalog, or other forms of written documentation to which both the student and the faculty member had access at the time, will be the most acceptable evidence for a student academic appeal.

9.10. **COMPLAINTS OUTSIDE AUTHORIZED CHANNELS**

9.10.1. **Disposition of Complaints Received Outside Specified Channels.** From time to time, complaints against faculty members by or on behalf of students are received which circumvent appropriate channels. When such complaints cannot be resolved by a simple explanation of University policy, they shall be referred to the appropriate persons: academic complaints will be referred to the dean or the nearest appropriate administrative supervisor; complaints concerning violations of rights, personal misconduct, and similar matters to one of the complaint reviewers specified in *Section 9.7.2* of this Handbook.

9.10.2. Whenever a complaint is registered against a faculty member, the faculty member shall be informed that the complaint has been registered and shall be invited to provide an explanation and, if appropriate, evidence to substantiate the faculty member's position. When a complaint has been resolved, the faculty member shall be informed of the disposition of the case. In all cases, the process outlined in *Section 16* shall be followed.

9.11. **REPORTING SUSPECTED ABUSE**

State law requires certain professionals to make an immediate oral report to law enforcement authorities (for example, to Child Protective Services or Adult Protective Services) whenever they have reasonable cause to believe that a person under 18 years of age or a developmentally disabled adult has suffered abuse or neglect (Chapter

26.44, Revised Code of Washington). Persons required to report include those who, in the regular course of their employment, are involved in teaching, counseling, or administration. Reasonable suspicion of abuse will be reported immediately to the employee's supervisor and one of the complaint reviewers defined in *Section 9.7.2*. The report to the appropriate law enforcement agency will be made by telephone within 48 hours after the individual has formed a reasonable suspicion of abuse.

For purposes of this mandatory report, "abuse or neglect" means injury, sexual abuse, sexual exploitation (e.g. allowing prostitution or obscene filming of a child), or serious disregard that endangers the victim's health, welfare and safety. If the abuse apparently has occurred--even years ago, so that the victim is no longer in danger of future abuse--reasonable suspicion must still be reported to the authorities. Reporting forms are available in the Counseling Center, the Office of Student Life, and the Office of Human Resources. Procedures for investigation and response to the report are detailed in *Section 9.7*.

The law immunizes employees from legal liability for making such a report in good faith.

9.12. **POLICY ON POLITICAL ACTIVITY**

The University holds a federal income tax exemption under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (Code). As an organization with this exemption, the University is prohibited from:

- A. directly or indirectly participating in, or intervening in (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office; and
- B. devoting any substantial part of its activities to the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by federal laws or regulations).

The University strictly prohibits any employee from engaging in any activity that would cause the University to violate any of these restrictions. These restrictions in no way prohibit an employee's individual political activities, as opposed to political activities on behalf of the University. However, any such individual political activities must be conducted entirely on the employee's own time. University resources (for example, facilities, telephones, copiers, materials, or personnel time) may not be used in connection with those individual political activities. (See also *Section 11.7* for workload implications of political activity.)

10. **FACULTY DEVELOPMENT**

Seattle Pacific University shows its concern for faculty development by providing a program of faculty development, specific components of which are described in the following sections.

10.1. **SABBATICALS** (Professional Renewal Leaves)

The sabbatical for professional renewal has historically been deemed essential to the intellectual and academic quality of faculty members and the whole University. This privilege allows a faculty member to do research and writing, to pursue a scholarly interest, or otherwise to improve professionally. It is understood that the sabbatical opportunity for professional renewal is an earned privilege and not a right of every faculty member.

10.1.1. **General Provisions.** The number of sabbatical leaves in a given academic year shall be approximately 10 percent of the total full-time teaching faculty. While many sabbaticals are provided by colleagues who assist in covering courses, committee assignments, advising and other duties, at no increased cost to the University, some sabbatical leaves are provided through designated funds.

10.1.2. **Eligibility and Options.** A full-time faculty member who has attained the rank of assistant professor or higher is eligible for a sabbatical leave after each five years of full-time service at Seattle Pacific University (for calculating eligibility of fractional loads of .75 or greater, see *Section 6.2*). Unused eligibility accumulates. Service to the University under contracts issued or overload contracts do not accrue toward time qualifications for sabbatical, nor do leaves of absence. The following options are available to those who qualify:

- A. The applicant may request a sabbatical with full salary for one quarter's duration or one-half salary for two quarters,
- B. An individual who has attained the rank of assistant professor or above, and has accumulated 10 years of eligibility toward sabbatical leave, may apply to receive full salary for a sabbatical leave of two quarters' duration. Individuals who qualify for two quarters of sabbatical but are awarded only one will be considered on equal terms with other applicants in subsequent years.

10.1.3. **Benefits.** In determination of seniority, promotion in rank, and salary increment based on years of service, no distinction is made between regular academic responsibilities and sabbatical leave. All faculty fringe benefits and institutional

courtesies apply to the recipient of a sabbatical leave. Payments for retirement are determined by the amount of salary received during the period of leave.

10.1.4. **Obligations.** The recipient shall not accept employment during a sabbatical leave without prior approval of the Provost, who may request advice from the Faculty Status Committee.

Upon returning to the University, the recipient shall submit a written report to the President of the University, through the school dean, the Faculty Status Committee, and the Provost, describing the faculty member's activities and accomplishments during the sabbatical leave.

The recipient is obligated to return to SPU for at least one full academic year subsequent to the leave. Anyone who fails to do so shall repay the entire amount of salary received while on leave.

10.1.5. **Procedure.** Application forms are available in the Office of the Provost. The deadline date for sabbatical applications is published annually in the academic calendar. On or before the deadline, the applicant will present an acceptable project, approved by the dean, to the Provost. The Provost, if the application is recommended by the Faculty Status Committee, shall make recommendation to the President. Subsequent changes in the sabbatical project must be negotiated with the Faculty Status Committee and the Provost.

10.1.6. **Criteria.** Recommendations of the Faculty Status Committee concerning applications for sabbatical will be based on institutional need, individual need, and the merits of the proposal.

Institutional need may be identified through one or more of the following objectives, which the Faculty Status Committee shall consider in order of priority:

- A. updating or increasing the faculty member's teaching effectiveness,
- B. enlarging the applicant's contacts within the discipline or the profession through scholarship, research, and/or writing,
- C. enhancing the institution's reputation, or

D. completing the applicant's degree requirements.

Individual need may be for one or more of the following, which Faculty Status Committee shall consider in order of priority:

A. to engage in professional activities such as scholarship, research, and/or writing,

B. to update or increase teaching effectiveness,

C. to complete degree requirements, or

D. to satisfy need for renewal and refreshment.

Merits of the proposal shall be determined by the following, which the Faculty Status Committee shall consider in the following order: first, eligibility and length of service since the previous sabbatical or leave; then, all other items taken together:

A. eligibility and length of service as specified in *Section 10.1.2*,

B. care and thought put into the proposal, as shown by presence of sufficient details for evaluation and realistic appraisal of problems involved,

C. feasibility of the proposed program (as indicated by the proposal or other information) and probability that the proposal will be carried out,

D. desirability of the proposed program for the individual,

E. apparent appropriateness of, or benefit to be derived from, the proposal by the University,

F. fairness to the individual and the institution, and

G. benefits to be derived from length of service following the sabbatical.

10.2. **DOCTORAL COMPLETION AWARDS**

As an added inducement for faculty members to complete their doctoral programs, a leave of one quarter may be awarded with full salary, subject to the following conditions:

- A. seven consecutive years as a full-time faculty member at SPU;
- B. rank of instructor or higher at time of application;
- C. the leave is devoted to an approved program of graduate studies leading to the doctorate.
- D. the individual agrees to return to the SPU faculty for at least one academic year.

10.3. PROFESSIONAL TRAVEL

The Provost annually budgets funds to each school to assist faculty in attending and participating in professional association conferences, workshops and institutes.

Applications for travel assistance are made to the dean, who authorizes disbursement in accordance with policies developed in the school.

Each school's procedures shall include consideration for the following roles and factors taken as a group:

- A. officers of associations,
- B. participants in institutes and short courses,
- C. presenters of papers and participants in association programs,
- D. representatives of the University at accreditation or institutional membership associations,
- E. untenured persons and those whose case for promotion may be enhanced by participation in professional associations, and
- F. those who may have been temporarily inactive in professional associations but who give evidence that they intend to increase their participation.

Each school's procedures will require reports, which may include, as appropriate, a written report and/or critique of the event, a summary for the Faculty-Staff Bulletin, and/or dissemination to other members of the University community.

10.4. PROFESSIONAL ASSOCIATION MEMBERSHIPS

To encourage faculty participation in professional associations, the University annually provides a stipend for each full-time faculty for membership fees. Deans must budget for this expense and sign authorization for payment. Authorization for payment must be accompanied by receipts or invoices for professional dues.

10.5. **FORGIVABLE LOANS**

The Provost in consultation with the Vice President for Business and Planning may make funds available to faculty to assist them toward fulfillment of professional development activity. These forgivable loans are awarded on a note signature basis and are redeemable through completion of a stipulated amount of continued service to the University (in which case they become reportable as taxable income). Applications are made directly to the dean.

10.6. **GRANTS**

10.6.1. **Academic Renewal Grants**

In order to encourage development of more effective teaching and learning strategies, the University annually provides funds for academic renewal grants (ARGs). The grants support replacement faculty or overload contracts, learning resources, and administrative and consultant support. The Dean's Cabinet establishes criteria and guidelines each year and identifies application deadlines which are published in the academic calendar. Applications and guidelines are available from the dean.

10.6.2. **Faculty Research Grants**

In conjunction with one of the standing committees of the faculty, the Office of the Provost administers a modest budget to assist original research by faculty on subjects related to the mission and programs of the University, and to assist projects for which external funding is generally not available. Guidelines and applications for Faculty Research Grants are available from the Office of the Provost. Application deadlines are published in the academic calendar.

10.7. **WETER LECTURESHIP**

Through an anonymous source of supporting endowment, the Board of Trustees has established the Winifred E. Weter Faculty Award Lecture for meritorious scholarship, in recognition of the forty years of scholarship which Dr. Winifred Weter, Emerita Professor of Classics, provided the University. The lectureship provides a public platform from which the claims of the liberal arts in the Christian university may be espoused. Each Weter award lecturer receives an honorarium and authority to wear, at formal academic events, a medallion symbolizing the honor. Proposals are reviewed by the Faculty Status Committee in May and the lecture is held in the spring quarter of the following year. Exact dates and deadlines are published annually in the University calendar.

In selecting the lecturer, the Faculty Status Committee employs these guidelines:

- A. the proposal should show that the main ideas have been examined in sufficient detail so that only an elaboration of them remains. The thesis of the lecture should be clearly stated in the proposal,
- B. ideas to be presented should be original in content or in relation to one another; there must be novelty in content or in insight or in both,
- C. the lecture should not be a repetition of a previous paper or address,
- D. the lecture should be a "showcase" for scholarship informed by a Christian worldview and for the value of the liberal arts as a whole, or of a discipline of the liberal arts, to the community of Christian believers,
- E. the lecture should be appropriate for an audience of generally-educated persons, including students, yet should have insights, interpretations, and perspectives of interest to listeners in the discipline of the proposer,
- F. the lecture is not limited to spoken presentation; it may involve other media of expression appropriate to the lecturer and the subject, and
- G. candidacy for the lecture is limited to full-time faculty.

10.8. NEW FACULTY SEMINAR

A 10-week seminar is required for newly hired tenure-track faculty each year. The seminar provides faculty the opportunity to reflect on the distinctive feature of Christian higher education, namely the integration of faith and learning. In addition, participants will explore and discuss the special heritage and mission of Seattle Pacific University. This seminar is a part of the overall commitment by the University to spiritual formation. Release time is given to allow faculty adequate time to participate in the seminar.

10.9. INSTRUCTIONAL DEVELOPMENT COMMITTEE

This Committee provides general information to faculty on topics related to teaching in higher education, serves as a forum for the exchange of ideas on teaching, and provides individual assistance to faculty members upon request.

10.10. **THEOLOGICAL EDUCATION FOR FACULTY**

Courses in various topics of theological significance--biblical studies, theological topics, integration of faith and disciplines--are offered periodically. These courses are described in the Faculty-Staff Bulletin and are offered at no cost to all faculty on a first-come basis.

10.11. **PERSONAL ENROLLMENT IN SPU COURSES**

10.11.1. **Undergraduate.** A full-time faculty member may personally enroll in up to five credits of course work per quarter, including summer term, at reduced tuition based on years of service.

For additional information about this benefit, including the Tuition Discount Schedule, please see the current Employee Benefits Handbook.

10.11.2. **Graduate.** A full-time faculty member may enroll in up to three credits of graduate coursework per quarter at reduced tuition expense based on years of service.

For additional information about this benefit, including the Tuition Discount Schedule, please see the current Employee Benefits Handbook.

10.12. **ASSISTANCE WITH EXTERNAL RESEARCH AND GRANT PROPOSALS**

Faculty members interested in pursuing special study or research are encouraged to apply for research funds and/or grants. The Office of the Provost communicates descriptions of grant resources through deans to the faculty.

Persons interested in applying for grants should indicate that interest to the appropriate dean. The application must be initiated and drafted by the interested faculty member, recommended by the dean and approved by the Provost.

11. **WORKLOAD**

11.1. **TEACHING DUTIES**

Faculty in Christian higher education have traditionally assumed heavy instructional and non-instructional responsibilities. It is recognized that no formula can bring about equality of load. In an effort to provide some equity in assignments and a reasonable expectation of professional development, the following guidelines are provided. It is understood that professional development, research, and instructional preparation

time are in excess of these estimates and require work between quarters and after on-campus hours.

11.1.1. General Expectation. Undergraduate and graduate faculty are expected to maintain a total workload equivalent of 39 quarter credits per academic year. Part-time loads are calculated as a percentage of this figure (*Section 1.5.1*).

11.1.1.1. Undergraduate Teaching Formula. In general, it is assumed that 33 of the faculty member's 39 quarter credits/year will be assigned to instruction. The remaining six credits of non-instructional load are assigned to academic advising, committee work and other institutional responsibilities. Normal professional development and research fall outside these formulas. While no formula can guarantee equality or fully account for differences caused by course content and requirements, class size, special supervisory responsibilities, or numbers of preparations, this formula provides a general guideline. Department Chairs (in consultation with deans) may adjust the balance between instructional load and non-instructional load to achieve greater equity or to tailor load to a faculty member's vocational goals and interests. Up to three credits may be added or subtracted for extraordinary characteristics of a faculty member's instructional or non-instructional load, provided departmental curriculum and enrollment goals are met. Faculty members' instructional load may thus range from 30 to 36 credit hours and their non-instructional load from three to nine credit hours.

11.1.1.2. Graduate Teaching Formula. Faculty members who are assigned entirely to graduate programs are expected to maintain a workload equivalent to 39 quarter credits per year during the contract year. The normal teaching load will be 27 quarter credits per year in course work, of which three credits may be assigned at an off-campus location. These faculty members are expected to work with graduate student research and advising for the equivalent of six quarter credits per year, and to use the remaining six quarter credits per year in school and University governance, advising, and course and professional development activities. This differentiation in workload means that graduate faculty are expected to devote more time to professional development activities than are

undergraduate faculty. As in *Section 11.1.1.1.*, the division between instructional load and non-instructional load may be adjusted by up to three credits to achieve greater equity.

11.1.1.3. Mixed Graduate-Undergraduate Teaching Loads.

Faculty who teach both graduate and undergraduate courses will have teaching load expectations prorated between full-time graduate and full-time undergraduate expectations.

11.1.1.4. Load Adjustments. In cases where a course enrollment does not develop, a faculty member may be asked to assume alternative duties to complete a full load for that contract year. Enrollments sometimes cannot be predicted accurately for independent study, research, and field courses; if enrollments exceed expectations, efforts will be made to adjust other portions of the individual's load or to recognize the overload in the following year's assignment.

11.1.1.5. Limit on Overload Assignment. No faculty member may accept more than 19 load hours of instructional assignment beyond the normal load during a fiscal year for compensation by the University. This includes all summer session, interterm, extension, short courses, supervision of research or independent study, or any other form of instructional or extra load consideration. This limit is imposed to shield faculty members from commitments which interfere with teaching or professional development.

11.2. DEFINITION OF "YEAR" AND VACATIONS

Except as otherwise specified in the individual contract, full-time faculty are engaged and paid on the basis of an academic year, beginning on September 1 and ending in mid-June. Unless otherwise agreed, payment will be in 12 equal installments payable on the first working day of the month, beginning with October 1. Any faculty member who is engaged to be on duty for a longer period than is defined in this Section shall receive additional compensation.

Each faculty member is on call for the entire academic year as defined herein, except for legal holidays specified in the academic calendar. No vacation time is stipulated in the annual contract for a faculty member unless an extended agreement for 12 months is arranged.

11.3. OUTSIDE EMPLOYMENT

The primary responsibility of faculty members is teaching and advising, with additional responsibilities for professional development, service to the University, and service to the church and the community (*Section 5.2*). It is recognized, however, that consulting and other outside professional employment are an appropriate feature of the academic profession. Through these activities, faculty members can enrich their teaching and research as they render important service to the community. Therefore, faculty members are encouraged to accept outside professional employment under the following restrictions:

- A. no outside service or enterprise, professional or other, and remunerated or not, will be undertaken which interferes with the faculty member's primary responsibility to the University,
- B. scheduled classes will not be missed without prior approval of the dean and satisfactory alternative arrangements to accomplish student learning goals,
- C. outside employment of full-time faculty members is subject to individual review by the dean. As a general rule, outside employment will not exceed the equivalent of one day (eight hours) per week beyond the normal University teaching load of the faculty member without administrative review and approval by the Provost,
- D. the individual will reimburse the University for materials, supplies and equipment rentals on equipment used in outside professional work for which they receive remuneration,
- E. the University assumes no responsibility for the competence or performance of outside activities engaged in by a faculty member, nor may any responsibility be implied in any advertising with respect to such activities. Except as contractually specified, faculty members may not represent themselves as acting on behalf of the University.

11.4. **SCHOOL ORGANIZATION**

The basic unit of academic organization at Seattle Pacific University is the school or college. Each school or college is administered by a dean or deans. Operation of each school or college is expected to be governed through democratic structures, developed by that unit's faculty, which provide for development of all aspects of their program, including personnel, curricula, instruction and research, in accord with approved policies.

Changes in programs, including curricula and personnel policies, are subject to review or approval by the Provost.

11.5. **FACULTY RETREAT AND FACULTY INSERVICE**

Full-time faculty are expected by contract to attend Faculty Retreat. Any request for excused non-attendance will be submitted to the Provost. Occasionally a faculty in-service day is declared during the regular school calendar. On those in-service days, regular University classes are canceled and attendance is expected.

11.6. **ACADEMIC OCCASIONS**

Each year, faculty are expected to attend four formal academic occasions (*Section 9.1.7*), all of which require academic regalia. Faculty members who do not own their own robes, caps and hoods may rent or purchase them through the University Bookstore.

11.6.1. **New Student Convocation** is scheduled on the Friday afternoon before classes start autumn quarter and is generally held in Tiffany Loop in conjunction with the new student orientation program.

11.6.2. **Annual Convocation** is scheduled during a regular chapel hour in the first week of autumn quarter. A campus or guest speaker is invited to present a lecture which reaffirms one or more of the institutional goals.

11.6.3. **Ivy Cutting** is a formal academic celebration held on campus late in spring quarter, generally in Tiffany Loop, recognizing the interdependence and celebrating the independence of the senior class and the University.

11.6.4. **Commencement** is conducted at the end of spring quarter. Students, faculty, administration and the Board of Trustees suggest names of possible speakers to the President's Staff on or before November 1. The Provost advises the President, who selects and invites the commencement speaker in consultation with the Board of Trustees. Faculty will attend commencement exercises in academic regalia unless excused by the Provost. Faculty are invited to Baccalaureate, an informal religious service conducted by and for the senior class prior to commencement exercises each spring.

11.7. **WORK LOAD IMPLICATIONS OF POLITICAL ACTIVITY**

As citizens, faculty members are free to engage in political activities. Any member of the faculty who wishes to engage in direct political activity (e.g. holding or running for political office, managing a campaign, directing group action on behalf of a political candidate or issue) which may interfere with University responsibilities will work out a mutual agreement for leave of absence with the dean and the Provost before undertaking such activity. Terms of such leave of absence will

be set forth in writing, and the leave will not affect the tenure status of a faculty member, except that time spent on such leave will not count as probationary service unless otherwise agreed to. (See also *Section 1.9.12.* for policies related to political activity of faculty.)

12. WORKING CONDITIONS

12.1. OFFICE SPACE AND ADMINISTRATIVE SUPPORT

Each faculty member is provided with office space for conduct of University business and is expected to keep office hours (*Section 9.1.4*). Secretarial and other administrative support services are provided for regular duties through the school office, and additional support is available through administrative offices for faculty performing non-instructional duties.

12.2. RESEARCH POLICIES

12.2.1. Human Subjects Research. Guidelines are available from Research Coordinators and the Institutional Review Board, which describe the conditions under which research on human subjects may be conducted without specific review, under which it may be conducted with only expedited review, and under which full review is necessary. To assure full compliance with Federal law and Title 45 of the Code of Federal Regulations, any faculty member who intends to do research on human subjects, or to guide students in such research, must contact a Research Coordinator.

12.2.2. Nonhuman Animal Care and Use. Live animals used in research and teaching are cared for in compliance with the guidelines of the National Institute of Health. Any faculty member who wishes to conduct research or teach with live animals, or to guide students in such research or teaching, must comply with applicable Federal statutes and the Seattle Pacific University Institutional Animal Care and Use Committee (IACUC) policies and procedures. (Section Updated 05/2009)

12.3. INTEREST IN CREATIVE WORKS

12.3.1. Definitions. For purposes of this policy, "Creative works" are inventions, creations, manuscripts, products, or other works or things of commercial value which are written, created, produced or otherwise generated by faculty members.

"Copyrightable" materials include but are not limited to books, pamphlets, brochures or other printed materials; films;

video or audio tapes; computer programs or computer-based instructional materials; musical compositions; and any and all other copyrightable materials covered by the copyright laws of the United States or any foreign government.

"Patentable" works include but are not limited to inventions, creations, designs, and any and all other things patentable under the patent laws of the United States or any foreign government.

"Materials of commercial value" are any materials which the University, in its sole discretion, determines to have commercial value.

"Materials created for hire" are defined as creative works which are created by persons who:

- A. are engaged by the University specifically to write, create, produce or otherwise generate such materials or to conduct the research or other activity which produced anything included in the material(s),
- B. are released from other University responsibilities in order to write, create, produce or otherwise generate the material(s), or
- C. engage a substantial use of University resources in the writing, creation, production or generation of the material(s).

"Substantial use" of University resources is governed by the following principles:

- 1. The following resources may be used by faculty members for their creative and/or intellectual pursuits at institutionally authorized levels without accounting for "substantial use" under this policy:
 - a. personal office space,
 - b. local telephone calls,
 - c. typewriters (but not secretarial service for purposes directly related to the creation of the works),
 - d. personal computers and/or word processors,

- e. library facilities,
- f. other faculty or staff members as consultants.

2. The following resources, when used in development of creative works as defined in this policy, are subject to accounting and may be defined as "substantial use" of University resources. The faculty member shall keep accurate and detailed records reflecting use of the resources, including actual hours or quantity of use and estimated or actual cost or value of each resource used:

- a. secretarial services, including student help, provided at University expense,
- b. plant and animal specimens and chemical supplies,
- c. University supplies, including, but not limited to, paper, copying costs, etc.,
- d. long distance telephone calls, FAX transmission and receipt, etc.,
- e. video and movie cameras and/or editing equipment;
- f. TV or other recording studio, personnel and supplies,
- g. computer software, films, video or audio tapes,
- h. blank diskettes, blank film, blank tapes,
- i. other university resources not included in Paragraph 1 above, or any resource used at greater than institutionally authorized levels.

12.3.2. Personal Initiative and Production for Hire. Seattle Pacific University encourages faculty and staff to create, on their own initiative, works or products which are copyrightable or patentable. Materials so created shall remain the property of the faculty member, with sole right of ownership and disposition, unless the materials were created for hire. The work will be presumed to have been done on personal initiative unless a written agreement in advance, or subsequent report of substantial use of university resources, dictates otherwise. The determination of substantial use is made by the Faculty Affairs Committee.

Any copyrightable, patentable or otherwise commercially valuable materials created for hire shall belong to the University to the extent that the Faculty Affairs Committee determines that the materials were created for hire.

Works created pursuant to or under the sponsorship of an outside agency or governmental grant shall be subject to the copyright, patent and exploitation terms and conditions of said grant, contract or agreement. If no such terms and conditions are stated, works produced by the faculty member shall be subject to the terms of this policy.

12.3.3.Procedures. Most creative works are developed unambiguously on personal initiative or for hire. Occasionally questions arise concerning what constitutes substantial use of University facilities. When such questions arise, the faculty member who created or intends to create the work shall submit a written statement to the Faculty Affairs Committee describing the circumstances under which University resources have been or will be used and the extent and necessity of the use.

The Faculty Affairs Committee shall, within 30 calendar days following submission of the written description, notify the faculty member in writing whether it deems that the material(s) were or will be created for hire or under the definition of substantial use, and shall recommend a percentage of commercial rights to the University and to the faculty member. The faculty member and the Provost shall receive the committee recommendation and negotiate the division of net profits, if any, derived from the commercial exploitation or dissemination of the materials.

When the University has obtained rights in copyrightable, patentable, or commercially valuable materials which have been created by faculty members, the terms of this policy shall be binding upon all parties in regard to the materials until all of the following conditions have been met:

- A. for a minimum of 10 calendar years from the date of agreement,
- B. until such time as the University has recovered all the expenses and costs attributable to the creation, production and/or exploitation of the materials,

- C. for so long as the faculty member is employed by the University plus an additional five calendar years from the calendar date of cessation of employment, for whatever reason, and
- D. until the University's copyright, patent, or contract rights expire.

12.4. **USE OF COPYRIGHTED MATERIALS**

Seattle Pacific University adheres to federal copyright law and the interpretations of the Association of American Publishers, the Authors League of America, and the Committee on Copyright Law of the National Association of College and University Attorneys. The guidelines summarized here, approved by these groups, are supplemented by the 1989 publication, Questions and Answers on Copyright for the Campus Community, which has been distributed to the SPU faculty and copies of which are available through the University Bookstore.

A. **Single Copying for Instructor's Use.** A single copy may be made of any of the following by or for an instructor at individual request for the instructor's personal scholarly research or use in teaching or preparation to teach a class:

1. a chapter from a book,
2. an article from a periodical or newspaper,
3. a short story, short essay or short poem, whether or not from a collective work, or
4. a chart, graph, diagram, drawing, cartoon, or picture from a book, periodical or newspaper.

B. **Multiple Copies for Classroom Use.** Multiple copies (not to exceed in any event one copy per student in a course) may be made by or for the instructor giving the course for classroom use or discussion; provided that all three of the following conditions are met:

1. the copying meets the tests of brevity and spontaneity as defined below, and
2. the use meets the cumulative effect test as defined below; and
3. each copy includes a notice of copyright.

The Test of Brevity

1. Poetry: one complete poem if less than 250 words and if printed on not more than two pages, or an excerpt of not more than 250 words from a longer poem.

2. Prose: one complete article, story or essay of less than 2,500 words, or an excerpt of not more than 1,000 words from any prose work or 10% of the work, whichever is less (in the event that a prose work is less than 5,000 words, the maximum shall be 500 words, except as noted in paragraph 4 below).
3. Illustration: one chart, graph, diagram, drawing, cartoon or picture per book or per periodical issue.
4. "Special" works: Certain works which combine language with illustrations fall short of 2,500 words in their entirety. Paragraph 2 above notwithstanding, such "special works" may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing no more than 10% of the words found in the text of the work, meets the test of brevity.

The Test of Spontaneity

1. The copying is at the instance and inspiration of the individual instructor, and
2. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

The Test of Cumulative Effect

1. The copying is for only one course in the University.
2. Not more than one short poem, article, story, essay or two excerpts may be copied from the same author, nor more than three from the same collective work or periodical volume, during one class term.
3. There shall not be more than nine instances of such multiple copying for one course during one class term.
(The limitations stated in Paragraphs 2 and 3 above do not apply to current news sections of multiple periodicals.)

12.4.1. **Prohibitions.** Even copying which meets all the above tests for single or multiple copies shall be prohibited under the following circumstances:

- A. Copying shall not be used to create, replace or substitute for anthologies, compilations or collective works. This prohibition

applies whether copies of various works or excerpts are accumulated or reproduced and used separately.

- B. There shall be no copying of or from works intended to be consumed in the course of study or of teaching. These include workbooks, exercises, standardized tests, test booklets and answer sheets, and other consumable material.
- C. Copying shall not substitute for the purchase of books, publisher's reprints or periodicals; shall not be directed by higher authority; and shall not be repeated with respect to the same item by the same instructor from term to term.
- D. No charge shall be made to the student beyond the actual cost of photocopying.

12.4.2. Assistance in Obtaining Permissions. The individual faculty member is responsible to obtain permission for reproduction of materials which do not meet these tests of fair use; however, the University Copy Center provides assistance in obtaining permissions. Interested faculty are invited to ask for help from the Copy Center.

12.5. CHANGES IN PATENT AND COPYRIGHT LAW AND THESE POLICIES

Patent and copyright law change frequently and may affect these policies. The University Copy Center attempts to keep a current understanding of legislative changes and legal interpretations as they occur; anyone with questions is urged to contact the copy center for current advice, which does not substitute for legal counsel. These copyright and patent policies are reviewed periodically by University counsel which is responsible to recommend necessary amendments to this portion of the Handbook. Information is distributed to all faculty as changes occur.

12.6. DISTRIBUTION OF TEACHING AIDS

Faculty members are responsible to prepare and distribute syllabi or course outlines for all on-campus courses. Additional secondary teaching aids printed by the University, such as study guides, handbooks, workbooks, manuals, lecture notes, extended bibliographies, and similar materials must be sold to students through the bookstore for all courses with expected enrollment of fifteen or more. Materials for courses with expected enrollment of less than 15 may be sold through the school or department office.

12.6.1. Guidelines for Sales of Secondary Teaching Aids

12.6.1.1.**Handout Standards.** University-funded course handouts during a quarter are permissible, providing the total does not exceed ten pages per student per course, excluding tests and quizzes. Courses which are being taught for the first time at Seattle Pacific may exceed these limits with approval of the dean.

12.6.1.2.**Responsibility for Copyright Clearance.** The individual faculty member is responsible to obtain copyright clearances. Under provisions of *Section 12.4.2*, copy center personnel will assist in this process for materials which are to be reproduced in the University Copy Center.

12.6.1.3.**Royalties to the Faculty Member.** In order for the faculty member to receive royalties for individually prepared teaching aids, copyright must be registered by the faculty member. For self-designed, copyrighted teaching aids distributed by a book publisher, royalties will be as negotiated with the publisher. If other compensation is not received for self-designed, copyrighted supplementary teaching aid(s) not distributed by a book publisher, the faculty member may receive a royalty of 5% to 10% of price established prior to bookstore markup. Payment of royalties is not permitted in cases which do not meet these conditions.

12.7. **HAZARDOUS WASTE DISPOSAL**

Employees who handle toxic or hazardous substances on behalf of the University are required as a condition of their employment to maintain, use, and dispose of such substances in accordance with applicable federal, state and local laws and regulations. Anyone who is unsure of obligations under this policy should contact the office of Plant Services for advice. Any employee who violates such laws, unless the violation occurs despite reasonable reliance upon advice given by the University, shall be deemed to have acted outside the scope of personal authority.

12.8. **POLICY ON DRUGS, ALCOHOL AND TOBACCO**

12.8.1.**Purpose.** The purpose of this policy is to support the educational mission of the University with standards of personal health, moral integrity, and social consciousness, as well as to ensure that the provisions of the Drug Free Workplace Act are fully implemented. The policy is also intended to provide guidelines for members of the University

community which are sensitive to the variety of Christian perspectives represented at the University, in the Free Methodist Church and in the community at large. The University is concerned with the role of faculty and staff as role models and seeks to respond to biblical wisdom by acknowledging the freedom of the Christian and declaring the Christian's need to be sensitive to others who may not affirm a similar position on the use of alcohol and/or tobacco.

12.8.2. **Restrictions.**

- A. The University does not permit the unlawful possession, use, or distribution of illicit drugs or alcohol by employees under any circumstances.
- B. The University does not permit employees to use alcohol or tobacco on University property or as part of any of its activities.
- C. The University strongly encourages faculty and staff to use discretion and sound judgment in the use of alcohol or tobacco off campus and prohibits off-campus use of alcohol or tobacco:
 - 1. in any situation where SPU students are present or are expected to be present;
 - 2. in situations where faculty are conducting University business;
 - 3. at University-sponsored events.

12.8.3. **Enforcement.** Unlawful possession, use, or distribution of illicit drugs or alcohol by employees will be grounds for disciplinary action, up to and including dismissal (*Section 8.6*) and referral for prosecution.

Use of alcohol or tobacco on University property or at any of its activities will be grounds for disciplinary action, up to and including dismissal.

Use of alcohol or tobacco off-campus not consistent with the guidelines outlined in *Section 12.8.2*, may result in disciplinary action including, but not limited to, advisement and counsel. Supervisors will not diagnose alcoholism, drug dependency, or any other complex physical, mental, or behavioral problem, but they are responsible to identify, document, and attempt to

correct all employee job performance and/or work behavior problems, using University-approved corrective action procedures.

An employee who reports to work exhibiting specific, objective signs of having consumed intoxicating beverages or illicit drugs, or of abusing prescription medications, will be placed on suspension for the remainder of the workday. If the abnormal behavior resulted from prescription drug use in compliance with a physician's instructions, the University's sick pay policy (*Section 14.2.3*) applies. If the behavior is a result of drug abuse or alcohol use, the employee will be subject to further disciplinary action, up to and including dismissal and referral for prosecution. If the behavior results in conviction of a violation of criminal drug laws involving the workplace, the disciplinary actions will be dictated by the Drug-Free Workplace regulations.

The supervisor will immediately document any incident of illicit drug use or any incident of alcohol or tobacco use in violation of the restrictions described in *Section 12.8.2*. The documentation will be forwarded the same day to the area vice president, with copies to the President's office and the Office of Human Resources.

If an employee is required to complete a drug treatment and rehabilitation program as part of the disciplinary action resulting from a violation of this policy, official records of the diagnosis and/or treatment will be kept for three years, separately from the standard personnel file, by the Director of Human Resources. The file will be held in strictest confidence and will be used only as evidence to governmental and granting agencies that the University did in fact take steps toward correcting the problem.

12.8.4. Drug-Free Workplace and Drug-Free Schools and Community Regulations. Seattle Pacific University is subject to the requirements of the federal Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act of 1989. The University annually distributes information regarding the restrictions and consequences of violations of each Act. The University strongly supports these Acts and consistently attempts to ensure compliance with them. Any employee who has not received copies of the statements should contact the Office of Human Resources.

12.9. COMPUTER USAGE

12.9.1.**Purpose.** This Computer Usage Policy outlines employee responsibilities in the legal and ethical use of University computers. It is designed to maintain confidentiality of stored data, files, computers and networks, and to protect the proprietary rights of third parties and of the University in commercial software. This Computer Usage Policy may be superseded in the future by a newer policy.

12.9.2.**Employee Responsibilities.** All employees are required to participate in assuring legal and ethical use of University computers and user accounts. Specific responsibilities include the following:

- A. Limit employee access to computers, data and programs for which the individual employee is authorized. Abide by existing channels and security provisions.
- B. Prohibit unauthorized access to others' data with the intent to read, browse, modify or delete files or directories.
- C. Prohibit illegal copying of commercial software on or off campus.
- D. Prohibit use of University computers or networks to compromise other computers or networks, or to commit crimes or other unethical acts.
- E. Keep passwords and accounts confidential. This includes the following as appropriate safety measures with regard to account access:
 - 1. choosing difficult-to-guess passwords,
 - 2. changing passwords often, and
 - 3. not leaving terminals unattended without logging out.
- F. Handle confidential data responsibly in an effort to protect the privacy of individuals.
- G. Prohibit introduction of public domain or bulletin board software on any University computer without prior approval from Computer and Information Services.

Any violation of the responsibilities stated in this policy will be reported to Computer and Information Services. All employees are to participate in assuring legal and ethical use of University computers and user accounts. Violations of this policy may

result in disciplinary action, up to and including termination of employment.

12.10. FIELD ACTIVITIES/TRANSPORTATION POLICY

Faculty are encouraged to use the broader community as a learning resource, developing away-from-campus components of their learning activities as field experiences, internships and laboratories. Academic courses usually do not require the transportation of SPU students from campus to another location unless so stated in the course syllabi. If the course or event is to be convened at the remote location, students will be required to provide their own transportation to the site. Unless specifically stated, the University normally assumes no responsibility for determining transportation of students to the site of a course. If transportation of SPU students is in University-owned or sponsored vehicles, drivers must have passed a defensive driving course, possess a current driver's license, and have authorized a check of their driving records. The Office of Safety and Security need not be notified of all officially sponsored travel. Any exception to this policy must be approved in advance and in writing by the Vice President for Business and Finance.

12.11. EMERGENCY CLOSURE INFORMATION

If weather or other emergency conditions provide sufficient reasons for closing the University, the Provost and Vice President for Campus Life will have announcement made over Seattle radio stations, as early as possible on the day(s) of such emergency. A snow closure hotline (281-2800) is available to provide up-to-the-minute information regarding closure.

13. LEAVES

13.1. PAID LEAVES

Faculty contracts/letters of appointment are for the term or the academic year. Unless the individual contract or letter of appointment specifies otherwise, faculty are not expected to work on holidays designated in the University calendar, and vacations are not specified except in 12-month contracts (*Section 11.2*). Short-term absence from classes for medical and similar reasons (e.g. arranging for and/or attending the funeral of an immediate family member) is described in *Section 9.1.3.2*; long-term disability insurance is described in *Section 14.2.4*.

13.1.1. Jury Duty and Service as Trial Witness. Seattle Pacific University recognizes jury duty as an important civic responsibility which employees ought to assume if summoned (but faculty summoned during an instructional term will need to address the question of how the needs of their students will be

served and may, in extreme cases, ask to be excused from duty). An employee will be granted time off with pay for jury duty or when subpoenaed as a trial witness provided that the employee shows proof of the summons or subpoena and that all "serving" compensation, exclusive of any unusual or different expenses (e.g. mileage) incurred while performing such service, is turned over to the University.

13.1.2. Disability Leaves. As soon as reasonably possible after the need for a disability leave has been identified, the faculty member will submit his or her written request for a disability leave to his or her dean along with certification of the disability from a licensed medical doctor. In the case of disabilities lasting longer than five working days, a medical leave of absence form, along with the medical certification, must be initiated in the Office of Human Resources.

Faculty members who experience disabilities may request a one time one-year delay in the evaluation for tenure or promotion. The request for the one-year delay in consideration for the tenure or promotion will be submitted in writing to his or her dean along with the leave request and the medical certification (if applicable). The dean must approve any flexible staffing plans.

When a faculty member is ready to return to his or her normal work schedule after any type of disability leave (other than maternity leave), that faculty member is also required to secure written assurance from his or her health care provider that the return to work is medically approved and specifying limitations, if any.

13.2. LEAVES OF ABSENCE AND EXCHANGE

13.2.1. Purpose. A leave of absence may be for any purpose mutually agreed upon between the University and the faculty member, for a period up to two academic years. Leaves of absence are without pay and do not accrue toward time requirements for promotion, tenure, sabbatical or other advancements unless negotiated otherwise before granting the leave. For non-tenured faculty the leave of absence carries no obligation on the part of the University or the faculty member to resume regular contracting association. It does provide protection against loss of accumulated benefits or status.

An exchange is for the purpose of loaning a faculty member to another institution and receiving a replacement from that institution. Salary and terms satisfactory to all parties must be negotiated in advance.

13.2.2.Provisions. Recipients of leaves of absence may participate in the benefits for which they qualify at their own expense. In an exchange, faculty members may participate in the benefits for which they qualify at the institution to which they are to relate during the exchange period. The University will make a demonstrated effort to assure that faculty who are granted leaves of absence do not suffer reductions in their benefits during, or as a result of, the leave of absence.

At the conclusion of the leave or exchange, the faculty member shall submit to the dean a written report describing the activities during the leave or exchange. The dean shall forward the report to the Provost and the President.

13.2.3.Application and Approval Procedure. Application for leave of absence or exchange will be made following the schedule published for sabbatical applications. The individual will apply through the school dean, who may make a recommendation and will forward the application to the Faculty Status Committee. The Faculty Status Committee will recommend to the Provost, who recommends to the President for decision. In order to ensure continuation of benefits, the recipient of a leave of absence must file a Leave of Absence form with the Office of Human Resources.

14. **BENEFITS**

The University provides all employees a range of benefits to support the needs of employees and to meet the goals of the institution. The University seeks to offer competitive and cost effective plans to all employees to meet or exceed what is generally offered in the private higher education sector. While the University must retain the right to finally determine the mix and level of benefits provided employees, it does so only after appropriate consultation and review with the Faculty Affairs Committee. Please refer to the Employee Benefit Handbook for a full listing and description of the benefits.

14.1. **STATUTORY BENEFITS**

14.1.1.Social Security. Each faculty member is covered by the federal Old Age and Survivors Insurance provision of the Social Security law and is subject to the withholding of proper

amounts from each paycheck. Benefits available on retirement are based on provisions of the Social Security law.

14.1.2.Unemployment Compensation. The University provides unemployment insurance coverage for employees in accordance with the laws of the State of Washington. Information concerning coverage and benefits is available at the Office of Human Resources.

14.1.3.Workers' Compensation. Under the laws of the State of Washington, all employees are covered by State Industrial Insurance. The University pays the full premium in payroll deductions. Accidental injury or illness incurred on the job must be reported to the Safety and Security office to insure coverage by the Department of Labor and Industries.

14.1.4.Continuation of Health Benefits. Through the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees are given the option of continuing participation in the group medical plan at their own cost for a maximum period of 18 months after the qualifying event (See also *Section 1.8.1*). Qualifying events are:

- A. The death of the covered employee,
- B. The termination of the employee,
- C. A reduction in the employee's hours, so that the employee or dependent is ineligible for coverage,
- D. The divorce or legal separation of the covered employee and his or her spouse,
- E. For spouses and eligible dependents, the employee's eligibility under Medicare,
- F. A dependent child who marries or reaches the limiting age under the plan, thereby ceasing to be a "dependent" under the terms of the plan.

14.2. FRINGE BENEFITS

The Faculty Affairs committee reviews and recommends policies regarding faculty working conditions, compensation and benefits. The following statements summarize SPU policy regarding faculty member benefits plans and are intended to give a general outline of the benefits, not an authoritative description. Please refer to the Benefits Handbook for a more complete description. These benefits are for full-time faculty

at .75 FTE and above. Some of the employee benefits are available to part-time employees, on a pro-rated cost basis.

14.2.1. Healthcare Insurance. The University provides a medical and dental program and pays the full premium for the regular full-time faculty member. The faculty member electing dependent coverage pays the entire cost of the dependent premiums on a pre-tax basis through payroll deductions.

14.2.2. Short-Term Disability Leave. In cases of medically certified short-term disabilities, certain levels of salary continuation are provided for up to six months. Level and length of salary continuation is based both on the length of disability and on the faculty member's years of service. Salary continuation for maternity leaves is six weeks. The short-term disability and maternity leave become available after one year of employment.

14.2.3. Group Term Life and Long Term Disability Insurance. Basic life insurance coverage at a level of two times the faculty member's annual salary is provided by the University. Additional life insurance coverage is available on a voluntary basis, at the faculty member's expense. Faculty members are also eligible for long term disability insurance coverage after a prescribed waiting period.

14.2.4. Flexible Spending Accounts. Faculty members can set aside pre-tax dollars for reimbursement of their non-reimbursable healthcare expenses or dependent care costs. The dollars as elected by the employee, are deducted from the employee's payroll.

14.2.5. Retirement Plan. After the prescribed waiting period, and satisfying the eligibility requirements based on years and hours of service, faculty are eligible for University contributions to the retirement plan in an amount equal to nine percent of the faculty member's annual salary. Generally, the faculty member will be vested in employer contributions in an increasing percentage, with 100 percent vesting after seven years of employment. Several investment options are available. Voluntary contributions may also be made on a pre-tax basis in a separate tax-deferred savings plan.

14.3. INSTITUTIONAL BENEFITS

14.3.1. Paid Holidays. Paid holidays are determined each year by the President and published in the academic calendar. Generally

paid holidays falling on weekdays include: Independence Day, Labor Day, Thanksgiving (2 days), Christmas Eve (1/2 day), Christmas day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday (1/2 day), Memorial Day. In addition to the holiday schedule, the University is usually closed (at the discretion of the President) between Christmas and New Year's Day.

14.3.2. **Unpaid Leaves of Absence (LOA).** The University allows for unpaid leaves of absence for the following reasons:

- A. **Medical LOA:** Up to six continuous months in duration; all benefits paid. (Short-term disability pay may be substituted.)
- B. **Family Medical LOA:** Up to 12 weeks in a 12-month period; all benefits paid. (Short-term disability pay may be substituted only in cases of faculty illness.)
- C. **Military LOA:** Two weeks or more per year; all benefits paid.
- D. **Personal LOA:** Up to one year in duration; no benefits paid.

14.3.3. **Tuition Discount Benefit.** Eligible full-time faculty and family members may receive discounted tuition benefits after one year of employment. The discount is based on years of employment up to 90% of tuition (80% of graduate tuition). Spouses and children are eligible to receive the tuition benefit until they are granted a first degree, have reached the maximum five years of discount, or until the child reaches age 24, whichever occurs first. This same benefit applies to spouses and eligible children of full-time faculty members whose capacity to serve the University is terminated by death or total disability. Under current IRS regulations, the tuition benefit is considered a taxable benefit to the employee in the following instances: 1) employee's graduate coursework in excess of IRS limits, 2) graduate coursework for the employee's spouse, or 3) coursework for non-dependent children.

This tuition benefit for dependents of faculty and staff is an exclusive entitlement benefit to provide greater financial assistance to SPU employees. Students who receive the tuition benefit are ineligible to receive other SPU-funded entitlement programs (e.g. Alumni Scholarship). They remain eligible for any other SPU-funded scholarship or grants for which they qualify, the combined total not to exceed 100% of tuition costs. Some scholarship programs (e.g. SPU Scholars,

University Scholars, peer advisors, and athletics) may provide funding to help defray the costs beyond tuition.

Credit toward the years of employment requirement may be earned through previous employment at other accredited or adjunct accredited institutions.

Any course for which the regular degree program campus-based day, evening, weekend, on-line or Summer Session tuition rates apply may be taken with the benefit, providing the program applies directly towards a graduate or undergraduate degree at SPU. Discounts apply only toward tuition charges. This benefit does not apply to Spiral, 5000 level courses, or to classes taken for audit. Faculty dependents may participate in the CCCU tuition exchange scholarship program at discount rates set by the receiving institution, as other institutions make exchanges available.

14.3.4. Relocation Allowance. To assist new employees invited to fill full-time faculty positions, an allowance may be granted on recommendation of the appropriate vice president to cover part of the cost of relocation from a residence located at least 30 miles from the campus. New faculty who accept reimbursement for relocation expenses thereby agree to an expectation to remain with the University for a period of at least two years. Anyone who accepts this reimbursement and chooses to not to stay for two years agrees to repay a pro rata amount of the reimbursement to the University.

14.3.5. Parsonage Allowance. For faculty members who are ordained clergy of their respective denominations, the Internal Revenue Service may recognize assignment to full-time employment in a Christian university as a basis for qualifying for parsonage allowance. Information on specific conditions to be met is available in the Office of Business and Planning. Those who qualify must file authorization forms before the beginning of each calendar year. Forms are available in the Payroll office.

14.3.6. Camp Casey. Facilities at Camp Casey on Whidbey Island are made available for the personal use of regular full-time faculty. These facilities include the Faculty House, the Alumni House, and other accommodations as available. For a description of policies and procedures related to use of these facilities contact the Office of Human Resources.

14.4. BENEFITS FOR PART-TIME FACULTY

Part-time faculty participate in the Social Security system as required by law.

Faculty employed full-time who move to less than a .50 teaching load in any one year will not be eligible for fringe benefits during the time of such part-time contracting. A faculty member who has previously been eligible for medical and life insurance may continue these insurance programs at personal cost under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) (*Section 14.1.4*).

University contributions to the retirement plan will discontinue if a full-time faculty member moves to less than 1,000 hours per year (.7 FTE). If and when FTE increases to .7 FTE or more, SPU contributions will be reinstated. All faculty members are always eligible to participate in the Tax Deferred Annuity Plan (*Section 14.2.5*).

15. **COMPENSATION POLICIES**

15.1. **SALARY SCHEDULE**

The University follows a discipline-specific salary schedule in preparing annual contracts. Salary for each rank and step in each discipline is determined annually by the Provost on authorization of the President and in recognition of criteria recommended by the Faculty Affairs committee in accordance with budget guidelines recommended by the President and approved by the Board of Trustees.

While *eligibility* for a step advancement is based on years at rank and educational preparation, *earning* a step advancement is based on merit, as defined for each rank (see Section 6.3.1, 6.3.2, and 6.3.3). Recommendation for step advancement by the academic dean to the Provost is based on strong performance relative to the standards at the appropriate rank, determined by annual and periodic review documents, including PDPs, self-assessments, and annual evaluations.

Steps at rank are determined by years at rank, educational preparation, and fulfillment of an approved Professional Development Plan. Steps may be skipped only if the educational criteria for such steps have been fully satisfied. New faculty will be appointed to appropriate ranks and steps according to the following system and *Section 1.4* of this Handbook.

15.1.1. **Instructor**

Step 1 Initial placement upon hiring with a master's degree.

Step 2 Two years at rank with master's plus 15 credits and dean's recommendation referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations.

Step 3 Four years at rank with master's plus 30 credits and dean's recommendation referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations.

15.1.2. Assistant Professor

Step 1 Initial placement upon hiring or promotion. (See Section 1.4.2 for promotion criteria).

Step 2

- A. Ph.D. or equivalent with one year at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.1), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations; or
- B. A.B.D. with two years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.1), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations; or
- C. Master's plus 30 credits, three years at rank, and dean's recommendation, based on strong performance relative to standards (see Section 6.3.1), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations.

Step 3

- A. Ph.D. or equivalent with three years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.1) and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations; or
- B. A.B.D. with four years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.1), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations; or

- C. Master's plus 45 credits, five years at rank, and dean's recommendation, based on strong performance relative to standards (see Section 6.3.1), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations.

- Step 4**
- A. Ph.D. or equivalent with four years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.1), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations, or
 - B. A.B.D. with five years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.1), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations, or
 - C. Master's plus 45 credits, six years at rank, and dean's recommendation, based on strong performance relative to standards (see Section 6.3.1), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations.

15.1.3. Associate Professor

Step 1 Initial placement upon hiring or promotion. (See Section 1.4.3 for promotion criteria).

- Step 2**
- A. Ph.D. or equivalent with one year at rank and dean's recommendation referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations; or
 - B. A.B.D. with two years at rank and dean's recommendation referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations; or
 - C. Master's plus 45 credits with three years at rank and dean's recommendation referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations.

- Step 3**
- A. Ph.D. or equivalent with three years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.2), and referencing annual review documents,

- including PDPs, self-assessments, and Annual Evaluations; or
- B. A.B.D. with four years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.2), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations; or
- C. Master's plus 45 credits with five years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.2), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations.

- Step 4**
- A. Ph.D. or equivalent with four years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.2), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations; or
 - B. A.B.D. with five years at rank, dean's recommendation, based on strong performance relative to standards (see Section 6.3.2), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations, and recommendation of school or department faculty at this step or above; or
 - C. Master's plus 45 credits, six years at rank, dean's recommendation, based on strong performance relative to standards (see Section 6.3.2), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations, and recommendation of school or department faculty at this step or above.

Merit compensation after Step 4.

Faculty members who are not eligible or choose not to apply for promotion to Professor are subject to post-tenure review every five years (see Section 5.5.5). When the faculty member's portfolio (see Section 5.5.5.3) demonstrates strong performance consistent with the standards for the Associate Professor rank (see Section 6.3.2), the faculty member is eligible for a compensation bonus, approximately equivalent to a step advancement.

15.1.4. Professor

- Step 1** Initial placement upon hiring or promotion. (See Section 1.4.4 for promotion criteria).
- Step 2** Ph.D. or equivalent with two years at rank and dean's recommendation, based on strong performance relative to standards (see Section 6.3.2), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations.
- Step 3** Ph.D. or equivalent, four years at rank, dean's recommendation, based on strong performance relative to standards (see Section 6.3.2), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluation
- Step 4** Ph.D. or equivalent, seven years at rank, dean's recommendation, based on strong performance relative to standards (see Section 6.3.2), and referencing annual review documents, including PDPs, self-assessments, and Annual Evaluations, plus satisfactory completion of a current post-tenure review.

Merit compensation after Step 4

After advancement to Professor, Step 4 faculty are subject to post-tenure review every five years (See Section 5.5.5). When the faculty member's portfolio (see Section 5.5.5.3) demonstrates strong performance consistent with the standards for the Professor rank (see Section 6.3.3), the faculty member is eligible for a compensation bonus, approximately equivalent to a step advancement.

15.2. **INDIVIDUAL CONTRACT**

In consultation with the school dean, the Provost recommends individual contract placement on the schedule according to the rank, step and discipline of the individual faculty member.

15.3. **PAYROLL PERIOD**

Paychecks are available on the first University business day of each month; if the first of the month falls on Saturday, Sunday or a legal holiday, paychecks are distributed on the following business day.

The normal distribution of contracted salary is in 12 equal payments for a nine-month contract. Those electing 10 equal payments may do so by making their request on the contract form.

15.4. PAYROLL DEDUCTIONS

Deductions are automatically taken from each paycheck for federal income tax, Medicare tax, Social Security, State Industrial Insurance, retirement plan(s), and premiums for such group insurance as the employee has selected. Other deductions may be arranged with the Payroll office for such items as payments to the Credit Union, pledges to United Way or to Seattle Pacific University, and others.

15.5. GARNISHMENT OF WAGES

Notifications regarding garnishment of wages will be processed pursuant to state law. If garnishments on three or more separate debts are served on the University with respect to any employee within a 12-month period, disciplinary action up to and including termination of employment may be taken against that employee.

16. CONFLICT RESOLUTION AND FACULTY GRIEVANCE PROCEDURE

(Section Updated 05/2011)

16.1 INFORMAL CONFLICT RESOLUTION

16.1.1 Purpose and General Principles. The purpose of this *Section 16.1* is to encourage prompt and informal resolutions of conflicts between individuals. It is our hope, as a Christian institution, to resolve all conflicts through listening and maintaining a prompt process with no prejudice or reprisal.

16.1.2. Formal Procedures. Some conflicts may require the use of the procedures described in *Sections 9.4, 9.5, 9.6, and 9.7*. No person is required to attempt informal conflict resolution before initiating any of those procedures.

16.2 GRIEVANCE PROCESS: GENERAL PRINCIPLES; SCOPE; LIMITS; FORM OF GRIEVANCE AND RESPONSE.

16.2.1. Purpose and General Principles. The purpose of this *Section 16.2* and *Section 16.3* is to provide a process for the prompt and efficient resolution of certain faculty grievances. It is not intended and does not create any additional legal rights or claims against the University. This grievance process is also not intended to provide a second opportunity to present the faculty member's case to the same University decision maker, except as expressly provided. It is not intended to create an opportunity to substitute a considered judgment arrived at through other procedures established by this Faculty Handbook, except as expressly permitted by the Faculty Handbook. For example, a faculty member who is denied

tenure may not use this grievance process to challenge the judgment of any person who or any committee that recommended that tenure not be granted. However, as discussed below, the faculty member should be permitted to pursue a grievance about material procedural defects in the tenure process.

16.2.2. Scope and Limits

A. **Permitted Grievance.** A grievance is a claim that a faculty member's right under this Faculty Handbook has been violated, or that a policy or procedure of this Faculty Handbook has been misapplied. A faculty member cannot file a grievance on behalf of another faculty member. The term "grievance" does not include claims described in *Subsection 16.2.2.B.2*. The term "grievance" includes the following claims and appeals:

1. an appeal of the findings, recommendations, or results of a special review under *Section 5.6* (see *Subsection 5.6.1*);
2. a claim that procedures for promotion under *Section 6.4* were not properly followed (but the actual promotion decision may not be grieved because the granting of promotion is not a right);
3. a claim that the procedures for tenure under *Section 7.4* were not properly followed (but any decision denying tenure may not be grieved because the granting of tenure is not a right);
4. an appeal of a decision to discipline or dismiss a faculty member for cause under *Section 8* (see *Section 8.9*);
5. a claim of an academic freedom violation under *Section 9.2* (see *Subsection 9.2.2*);
6. an appeal of corrective action imposed against a faculty member under *Sections 9.6 or 9.7* (see *Subsection 9.6.4.3.5 and Subsection 9.7.3.F*); and
7. a claim involving a resolution of a complaint against a faculty member under *Section 9.10* (see *Subsection 9.10.2*).

B. Matters Not Subject to the Grievance Process. The grievance process may not be used to address the following types of claims:

1. A claim concerning alleged harassment or discrimination based on race, color, national origin, sex, age, or disability, which may be addressed in *Section 9* of the Faculty Handbook (except that corrective action taken against a faculty member may be appealed using this grievance process, as discussed in *Subsection 16.2.2.B.6*).
2. The result of an evaluation under *Section 5* cannot be grieved, although the findings, recommendations or results of a special review under *Section 5.6* may be grieved. However, if a faculty member believes the result of an evaluation was the result of unlawful discrimination, then the alleged unlawful discrimination may be addressed under *Section 9.6 or 9.7*, as applicable.
3. A decision denying promotion may not be grieved because there is no right to a promotion. However, if a faculty member believes the decision denying promotion is the result of unlawful discrimination, then the alleged unlawful discrimination may be addressed under *Section 9.6 or 9.7*, as applicable.
4. A decision denying tenure may not be grieved because there is no right to tenure. However, if a faculty member believes the decision denying tenure is the result of unlawful discrimination, then the alleged unlawful discrimination may be addressed under *Section 9.6 or 9.7*, as applicable.
5. A decision of non-reappointment may not be grieved because there is no right to reappointment. However, if a faculty member believes the decision of non-reappointment is the result of unlawful discrimination, then the alleged unlawful discrimination may be addressed under *Section 9.6 or 9.7*, as applicable.
6. A claim alleging unlawful discrimination may not be grieved, but may be addressed under *Sections 9.5, 9.6, or 9.7*, as applicable.

7. A decision made by the Grievance Receiver in *Section 16.2.2.C* may not be grieved.
8. A decision made by the Grievance Receiver, and any recommendation or decision made by any person or committee charged with making a recommendation or decision under *Section 16.3* may not be grieved.

C. Discretion to Decide Whether the Grievance Process is Available

The Grievance Receiver and each person or committee responsible for making a recommendation or decision in the grievance procedures described in *Section 16.3* should determine whether or not the claim presented may be addressed through the grievance process. In other words, if the claim does not satisfy the definition of a grievance, then the matter should be dismissed.

16.2.3. Beginning the Grievance Process; Grievance Documents, Deadlines

A. Definitions. The following terms have the meanings described below:

1. **“Committee”** means any faculty committee that is a Respondent. Unless the Committee decides otherwise and informs the Grievant, the chair of the Committee is the designated spokesperson for the Committee, and the person who should receive a copy of the grievance and all notices.
2. **“Dean”** means the Grievant’s Dean.
3. **“Grievance Committee”** means the Faculty Affairs Committee. If a quorum of the Faculty Affairs Committee cannot meet, then an ad hoc committee of three tenured faculty members appointed by the chair of the Faculty Senate or designee shall be named.
4. **“Grievance Documents”** means the written grievance and all attachments provided by the Grievant, the written response and all attachments provided by the Respondent, and any recommendation or decision that results from the grievance procedures in *Section 16.3*.

5. **“Grievance Receiver”** means the individual who receives the grievance from the Grievant. Usually, the Grievance Receiver will be the Dean. If the Dean is a Respondent, then the Grievance Receiver is the Provost. If the Provost or the President is a Respondent, then the chair of the Faculty Affairs is the Grievance Receiver.
6. **“Grievant”** means the faculty member filing the grievance.
7. **“Respondent”** means the person or committee that is the subject of the grievance.
8. **“UBD”** stands for University Business Day, and means any weekday on which the University administrative offices are open for business. In counting days, the day of the event that starts any time period is not counted, but the last day of the time period is counted. Any action required by the end of any UBD time period must be completed by the close of business on the last day of the period.

B. **Use of Informal Process First.** It is desirable for concerns to be resolved informally as close to the source as possible. If the concern is not resolved informally within 20 UBDs after the Grievant first becomes aware of the action or incident giving rise to the grievance, the faculty member may proceed with the formal grievance process.

C. **Time Limits for Filing a Grievance.** If at any time during the 20 UBD period, the faculty member believes the concern is not being or has not been resolved, then he or she may file a grievance. ***A faculty member’s failure to timely file a grievance is a waiver of the faculty member’s right to use the grievance process for any matter that could have been raised as a grievance before the end of that 20 UBD period.***

D. **Form, Timing, and Content of Grievance**

1. The grievance must be in writing, signed by the Grievant and presented to the Grievance Receiver and the Respondent within 20 UBDs. A grievance may have only one Respondent. A Grievant may present multiple grievances but a separate grievance must be

presented for each Respondent subject to the 20 UBD time period. The Grievance Receiver, the Grievance Committee, and the Provost and President (as persons making a recommendation or decision in the grievance process) may deal with related grievances separately or together, as may seem most appropriate or efficient at each step.

2. The grievance should include the following:
 - a. the identity of the Respondent;
 - b. relevant sections of the Faculty Handbook that the Grievant alleges have been violated;
 - c. for each section of the Handbook listed, a brief description of the action or incident giving rise to the grievance;
 - d. a description of the relevant details;
 - e. a list of any relevant documents; a description of how the document is relevant; and a copy of each identified document; and
 - f. a description of a requested remedy.

E. **Form, Timing, and Content of Response.** On receipt of the formal grievance, the Respondent has 5 UBDs to provide a written response to the Grievance Receiver and the Grievant.

1. The Grievance Receiver may grant the Respondent extensions of time to provide a written response, but the total period of the extensions may not exceed 15 UBDs, unless agreed to by the Grievant. If the Respondent is a Committee, then extensions should be more readily granted because it may take more time for the Committee to prepare a response.
2. The response should include the following:
 - a. a response to each allegation;
 - b. a description of the relevant details; and

- c. a list of any relevant documents; a description of how the document is relevant; and a copy of each identified document.

16.3 GRIEVANCE PROCEDURES

16.3.1. Colleagues

- A. The Grievant may choose to have a University colleague attend and provide advice and counsel to the Grievant at any grievance meeting or hearing described in these procedures.
- B. The Respondent may have a University colleague attend and provide advice and counsel to the Respondent at any grievance meeting or hearing described in these procedures.
- C. Legal counsel may not be present at the grievance meeting or hearing.

16.3.2. **Step 1: Conference with the Grievant and Respondent**

The Grievance Receiver will call for a conference with the Grievant and the Respondent. If the Respondent is a Committee, then the chair of the Committee (or the chair's designee) should attend the conference, and any other Committee member may also attend. This conference should be scheduled as soon as possible, and usually no later than 10 UBDs after the Respondent provides or should have provided a response.

- A. If the Respondent is the Provost or the President, then this Step 1 will be skipped, and the Grievance Receiver will forward the Grievance Documents to the Grievance Committee. If there is no Grievance Committee, then the Grievance Receiver will forward the Grievance Documents to the chair of the Faculty Senate, who will then appoint a Grievance Committee comprised of three tenured faculty members. If related grievances must proceed through Step 1, then the Grievance Committee may wait to handle all related grievances together, or may proceed with each grievance individually.
- B. If the Grievance Receiver is the Dean or the Provost, then the Grievance Receiver will review the Grievance Documents and listen to and review any evidence and arguments presented by the Grievant and the

Respondent. Within 5 UBDs after the conference, the Grievance Receiver will provide a proposed written recommendation regarding the grievance. If the Grievant and the Respondent accept the recommendation, then the recommendation will be signed by them. If no resolution is reached at the conclusion of this step, or if some issues remain unresolved, then the Grievant may move to Step 2. The Grievant has 5 UBDs after receipt of the written recommendation to proceed to the next step, or the Grievant waives Grievant's right to proceed with the grievance process.

- C. If there are related grievances, the Grievance Receiver may handle the grievances together or may proceed with each grievance individually.

16.3.3. Step 2: Meeting with the Grievance Committee

- A. If the Grievant has gone through Step 1 and wishes to proceed to Step 2, then the Grievant must request a hearing and provide a copy of the Grievance Documents to the chair of the Grievance Committee within 5 UBDs after Grievant's receipt of the Grievance Receiver's recommendation. The Grievant will also provide the Respondent a copy of the notice requesting that the Grievance Committee hear the grievance. If there is no Grievance Committee, then the Grievant must timely provide the request for review and the Grievance Documents to the chair of the Faculty Senate, who will form a Grievance Committee to hear the grievance.
- B. If Step 1 is skipped, then the Grievance Receiver will promptly forward the Grievance Documents to the chair of the Grievance Committee. The Grievance Receiver will notify the Grievant and the Respondent that the Grievance Documents have been forwarded to the Grievance Committee. If there is no Grievance Committee, then the Grievance Receiver will forward the Grievance Documents to the chair of the Faculty Senate, who will then appoint a Grievance Committee to hear the grievance.
- C. Neither the Grievant nor the Respondent may be a member of the Grievance Committee. Each member of the Grievance Committee is expected to act impartially and fairly, and any member who feels unable to act in that manner should recuse himself or herself from the Grievance Committee.

- D. The Grievance Committee will review the Grievance Documents and conduct a hearing regarding the grievance.
- E. The hearing should be held within 10 UBDs after the Grievance Committee receives the Grievance Documents. The Grievance Committee may establish the rules for the hearing. The hearing is closed and only the following persons may attend: members of the Grievance Committee, Grievant, Respondent, the colleague selected by the Grievant to serve as an advisor, the colleague selected by Respondent to serve as an advisor, and any person invited by the Grievance Committee as a witness or advisor. The Grievance Committee may exclude all other persons and may set the ground rules for who may address the committee. Except as permitted by the Grievance Committee, no colleague selected by the Grievant or the Respondent may address the Grievance Committee or serve as a representative or advocate, but may only quietly consult with and advise the person who requested his or her presence.
- F. The Grievance Committee should prepare a written recommendation within 5 UBDs after the hearing. The Grievance Committee will give its written recommendation to the Grievant, the Respondent, the Grievance Receiver, and the Provost. If the Grievant and Respondent agree with the recommendation, then they will indicate that acceptance by signing the recommendation. If they do not agree with the recommendation, then the Grievant may proceed to Step 3. If the Provost or the President is the Respondent, then the Grievant will skip Step 3 and proceed directly to Step 4. The Grievant has 5 UBDs to proceed to the next available step or the Grievant waives the Grievant's right to proceed with the grievance process.

16.3.4. **Step 3: Conference with the Provost**

- A. If the Grievant decides to continue with the grievance process, then the Grievant must give written notice to the Provost and the Respondent that the Grievant wishes to proceed to Step 3. This notice must be received by the Provost within 5 UBDs after the Grievant's receipt of the written recommendations from the Grievance Committee.

- B. The Provost will review all the Grievance Documents, meet with the Grievant and the Respondent, and provide a written decision to the Grievant and the Respondent within 10 UBDs after the Provost receives the Grievant's written notice to proceed to Step 3. The decision of the Provost is final.

16.3.5. Step 4: Conference with the President

- A. If the grievance is against the Provost and the Grievant decides to continue with the grievance process, then the Grievant must give written notice to the President and the Respondent that the Grievant wishes to proceed to Step 4. If the President is a Respondent, then Step 4 is treated as a request that the President reconsider the President's decision. The Grievant must provide the President with a copy of all Grievance Documents. The notice and a copy of all Grievance Documents must be received by the President within 5 UBDs after Grievant's receipt of the written recommendations from the Grievance Committee at Step 2.
- B. The President will review all the Grievance Documents, meet with the Grievant and the Respondent, and should provide a written decision within 10 UBDs after the President receives both Grievant's written notice to proceed to Step 4 and a copy of all the Grievance Documents. The decision of the President is final.

16.3.6. Other Rules Regarding the Grievance Procedures

A. Time Limits.

1. All time limits for the Grievant, including the time to file a grievance or proceed to the next step in the grievance process, are maximum time limits. The person charged with making a recommendation or decision at each step has the discretion to grant the Grievant an extension of time. In the interest of fairness, extensions should be granted only for compelling reasons. Any request for an extension must be in writing, must state why the extension is necessary, and must be requested before the deadline for which the extension is requested.

2. All response times described for persons charged with making a recommendation or decisions in this grievance process are time limits that those persons should diligently work towards. However, scheduling conflicts, work load, University priorities, and other factors may make it difficult to always meet those desired time limits. There are no adverse consequences for failing to strictly adhere to those desired time limits.

B. Appropriateness of the Grievance. At each step, the person responsible for making a recommendation or decision may review the grievance and determine whether all or a portion of the grievance should be excluded from the grievance process because the matter does not meet the definition of a grievance. For example, if a Grievant complains about the denial of tenure and also raises procedural defects in the tenure review process, then at any step, the person charged with making a recommendation or a decision in these grievance procedures should determine that the complaint about the actual tenure decision should not be permitted because the denial of tenure is not subject to these procedures. However, the grievance may proceed regarding the alleged procedural defects.

C. No New Rights or Claims are Created by this Grievance Process. The grievance process provides an opportunity to resolve differences. Failure to comply with the process or grievance procedures does not create any new or additional rights or claims against the University.

17. **AMENDMENTS TO THE HANDBOOK**

Seattle Pacific University and the Faculty commit their good faith efforts to the process of achieving agreement on policy issues affecting the Faculty, including but not limited to the provisions of this Handbook.

The Board of Trustees retains the right, in the best interest of the University, and in its fiduciary capacity, to alter the provisions of this Handbook, except that any changes made to *Section 7* regarding tenure, shall not apply to faculty who, at the time of the change, are tenured or who have a tenure-track contract, without their individual consent. While preserving the right to institute changes, the President and the Board of Trustees will whenever possible consult the elected representatives of the Faculty, and will consider amendments proposed by the Faculty through its elected representatives, before altering the Handbook. If the Faculty proposes amendments which are not accepted by the Board of Trustees

at one of its next two regular meetings, the Faculty should be informed with reasons for the non-acceptance. As part of this mutual process, the President will meet with representatives of elected faculty leadership and the Deans to discuss and clarify proposed changes in the Handbook.

Within the limits of law and the charter of Seattle Pacific University, authority to interpret this Handbook is delegated to the President by the Board of Trustees who hold the final authority, and who agree to consider interpretations provided by the Faculty through its established structure before declaring final interpretation of provisions.